

**City of Gainesville, Florida
Response to Request for Proposal for
Banking Services
RFP NO. FADM-180000-DH**

September 26, 2016

Submitted by:

Wells Fargo Bank, N.A.

Government & Institutional Banking

Vincent Mattio

Relationship Manager

813-225-6539

vincent.mattio@wellsfargo.com

Lynn Nieves

Treasury Management Sales Consultant

813-225-4338

lynn.nieves@wellsfargo.com



September 26, 2016

Diane Holder
Purchasing Department
City of Gainesville
200 East University Avenue, Room 339
Gainesville, FL 32601

Ms. Diane Holder and Evaluation Committee:

Wells Fargo is pleased to be included in the City of Gainesville's (the City) Request for Proposal (RFP) process for various banking services. With the submission of this response, we are expressing our strong interest in becoming a major financial partner with the City. It is our intent to demonstrate in our proposal that we have the full array of financial products the City is seeking, the dedication to deliver excellent customer service, a knowledgeable team committed to government clients, and a strong commitment to the local community. If selected to provide the City any of the previously mentioned services, we promise to have frequent two-way communication, provide timely resolutions to all issues, and increase the use of technology when beneficial to you.

Your dedicated Wells Fargo team is aware that the key in any decision to change banks is the capability of the new banking service partner to implement the requested services in a timely and efficient manner, and with minimum disruption to current operations. We are committed to having sufficient resources available to the City throughout the implementation process. Vincent Mattio, your relationship manager, and Lynn Nieves, your treasury management sales officer, have more than a combined 26 years of government banking experience. They will be available for onsite problem resolution and consultation throughout the implementation process.

We believe you will find our proposal to be complete, comprehensive, and competitive. We have reviewed Addendums 1, 2 and 3, and incorporated those changes within our proposal. Wells Fargo recognizes that to be successful, not only must we offer the correct products but, also provide quality service. We are committed to the City to provide superior customer service and progressive technological interaction. The bank works with many local governments in the State of Florida and pledges to work closely with the appropriate areas of the City to bring ideas and build a strong partnership. We understand the scope of services to be performed and commit to perform these services to the City's satisfaction on a timely basis.

We are excited about the opportunity to build a banking partnership with the City. Should have any questions, please feel free to contact any of the Wells Fargo bankers listed in this proposal.

Sincerely,

Vincent Mattio
Assistant Vice President
Relationship Manager
813-225-6539
vincent.mattio@wellsfargo.com

Lynn Nieves, MBA, CTP
Senior Vice President
Treasury Management Sales Consultant
813-225-4338
lynn.nieves@wellsfargo.com

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Executive summary

The City of Gainesville, Florida (the City) has emphasized the need for a banking partner with superior technology to help you realize greater operational efficiencies and take advantage of earnings, while servicing the needs of your communities. We understand you're looking to maximizing resources, decrease operational costs, and operate more efficiently.

Wells Fargo is pleased that many Florida municipalities look to us to be their main partner in providing innovative banking solutions to achieve similar goals. We also proudly support the FGFOA, its local chapters, the National GFOA, and the Florida League of Cities.

Wells Fargo advantages

The services described in the scope of the Request for Proposal (RFP) and the additional services section of our response provide the specific accounts payables and accounts receivables products needed to fulfill the City's current and future banking needs. To demonstrate our ability to deliver a complete scope of financial solutions, we'll provide:

- **Net interest credit:** The City will have the option to use either an interest bearing or non-interest bearing account and can switch between the accounts as the interest rate environment changes. Currently, we recommend a non-interest bearing account that would receive an Earnings Credit Rate (ECR) of 0.45% (45 basis points).
- **Online banking portal:** This portal offers a single sign-on to more than 50 bank applications; including cash management, credit, trade services, trust, and investment services. Our online portal provides online bank reporting which allows authorized users the ability to view balances, transactions, statements, and reports. Additionally, the City would be able to originate transactions such as stop payments, wires, and ACHs.
- **Employee benefits:** The City's employees can receive details for free checking programs, as well as other great benefits, through our Wells Fargo At Work ProgramSM. Our store locations (branches) will cash City employee checks without charging a check-cashing fee.
- **Local community support:** For Fiscal Year 2015, Wells Fargo had 120 employees, 8 full-service stores, and 23 ATMs within the City's limits. Also, our employees contributed 423 volunteer hours to the local community.
- **Debt rating:** We have one of the highest debt ratings of any financial services company.
- **Market share:** Wells Fargo was the largest bank in the County as of June 30, 2015 with a market share of 24.07% – per Federal Deposit Insurance Corporation (FDIC) Deposit Market Share Report.

Our commitment

As your partner, we commit to a relationship strategy built on maintaining high standards, collaborative thought process, discovery of great ideas, and acknowledging talented people. We offer the City first-class treasury service products, exceptional customer service, a sophisticated implementation team, and experienced government banking professionals that can efficiently and effectively provide solutions to the City for your daily operations.

Expertise and ability

A dedicated team of bankers will be assigned to support the City's relationship. These individuals concentrate on governmental and institutional business clients and have a strong understanding of your needs and requirements. Your core relationship team consists of relationship manager, Vincent Mattio, and treasury management sales consultant, Lynn Nieves, for all general banking matters. Vincent and Lynn are tenured banking specialists with more than 26 years of combined financial and banking experience.

In addition, the City will be assigned a dedicated client service officer who will act as your primary point of contact for the day-to-day transaction related issues and service needs. Your client service officer will provide the level of customer service and responsiveness desired and expected by the City.

Customer service and responsiveness

Wells Fargo is a large provider of treasury management products, many of which are highly ranked in independent national studies, such as Phoenix-Hecht, who awarded us 14 out of 22 "A+ and A" grades in their Middle Market Quality Index, and 17 out of 22 "A+ and A" grades in their Large Corporate Quality Index for 2016. Our Treasury Management Client Services team is committed to delivering A+ service and support.

We can attest that the personnel assigned to the City will have the capacity and ability to handle the requested needs of your organization.

Your transition

It is a big decision to change service providers. We take great pride in beginning a mutually beneficial relationship in a careful, well-coordinated manner with the goal of maintaining a high level of service, strong communication, and dedication throughout the relationship. Our experience with onboarding similar clients, such as Polk County, St. Lucie County, Martin County School Board, and Palm Beach County School Board, consistently affirms that the comprehensive project management approach we employ for a client relationship results in a thoughtful and timely transition. A designated project manager will be assigned to your implementation, and will have overall responsibility for the oversight of the implementation.

As a way to help ease the transition of changing banks, we will provide the City a **\$10,000** transition incentive credit. This credit can be applied to account analysis charges, supply orders, and implementation and setup fees. This credit will appear on the monthly account analysis statement for the first six months, or until fully utilized, beginning with the first complete statement cycle.

In summary

We are confident in our ability to meet and exceed your expectations. We are excited to have the opportunity to provide our banking services response to the City. Your knowledgeable Wells Fargo Government Banking team will work diligently with the City to ensure a smooth transition, provide superior customer service, and continually demonstrate strong commitment to the local community. We look forward to discussing the contents of our response with you further. Please do not hesitate to contact us if you have questions.

Wells Fargo meets all of the requirements as detailed in the RFP.

Technical proposal

Section II – Scope of services

Intent

It is the intent of the City of Gainesville to obtain proposals for the City’s comprehensive banking services. The City’s objective is to:

- 1. Obtain banking services economically and efficiently;**
- 2. Maximize earnings on public funds deposited locally; and**
- 3. Maximize use of technology to enhance efficiency in the City’s banking program.**

We acknowledge and confirm the City’s objectives.

Minimum requirements

To receive consideration, the proposer shall thoroughly document the bank’s ability to meet the following minimum requirements:

- (a) The proposer must be a commercial bank, certified by the State of Florida, Bureau of Collateral Securities, Division of Treasury, as a “Qualified Public Depository” pursuant to the provision of the Florida Security for Public Deposits Act as described in Chapter 280, Florida Statutes.**

We acknowledge and confirm this requirement. Please refer to the Qualified Public Depository form in the Appendix-Tab B.

- (b) The proposer must be a full service commercial bank with multiple branch locations within the City of Gainesville.**

We acknowledge and confirm this requirement.

Wells Fargo maintains the following banking store locations (branches) within the City of Gainesville.

Downtown Gainesville 104 N. Main Street Gainesville, FL 32601	Millhopper 4210 NW 37th Place Gainesville, FL 32606
Midtown 13th Street 1717 NW13th Street Gainesville, FL 32609	Hunters Crossing 5220 NW 43rd Street Gainesville, FL 32606
Northwest Gainesville 3838 NW 13th Street Gainesville, FL 32609	Newberry Road 6301 W. Newberry Road Gainesville, FL 32605
Southwest Gainesville 3505 SW Archer Road Gainesville, FL 32608	Haile North 2605 SW 91st Street Gainesville, FL 32608

(c) The proposer must have the capability of performing the duties specified in this REQUEST FOR PROPOSAL.

Wells Fargo can meet all of the minimum requirements set forth in the RFP, and we detail our capabilities in this response.

We are a team of seasoned professionals dedicated exclusively to serving the unique banking needs of the public sector. Your dedicated Wells Fargo team is your advocate within the bank and works closely with our product specialists to provide customized financial expertise and quality service to meet the unique requirements of the City.

We draw on the bank's vast resources to deliver unique banking products, and we are committed to serving our government entities and their employees, and the communities in which they live, through a complete range of products and personalized service.

We are proud to have many counties, cities, and various special districts throughout the state of Florida. Wells Fargo holds 25.89%, the largest share of public funds balances in Florida, as of the July 2016 report by the Florida Department of Collateral Management.

(d) The proposer must have available an adequate number of qualified staff to provide the services specified in this REQUEST FOR PROPOSAL.

We acknowledge and agree to this requirement.

(e) The proposer must be able to provide full-service web-based banking products and balance reporting services.

We acknowledge and agree to this requirement.

As one of the first banks in the U.S. to offer web-enabled treasury management services, we are recognized as a leader in online and mobile services.

We've listed some of our recent industry and trade publication awards in the following table:

2016 Phoenix-Hecht® Middle Market Quality Index™

- A grade for our web-based product and web-based reporting and transactions
- A+ grade for timeliness of web-based information reporting
- A grade for remote deposit

2016 Phoenix-Hecht® Large Corporate Quality Index™

- A grade for our web-based product and web-based reporting and transactions
- A+ grade for timeliness of web-based information reporting
- A grade for remote deposit

Global Finance

- Best in Social Media (2015)
- Best Corporate Institutional Digital Bank in North America (2015)
- Best Website Design in North America (2015)
- Best Information Security Initiatives in North America (2015)
- Best Mobile Banking in North America (2015)

Keynote Competitive Research Mobile Banking Scorecard

- #1 in overall mobile performance (2015)
- Best ease of use (2015)
- Best quality and availability (2015)

(f) Incoming wire transfers must have same day availability.

We acknowledge and agree to this requirement.

We accept incoming wires from the Federal Reserve until 6:00 p.m. ET and credit them the same day.

(g) The proposer must honor all checks drawn upon City accounts should the City experience an overdraft in a particular account.

We acknowledge and agree to this requirement.

We charge for both overdrafts and for the use of uncollected funds. Overdraft fees and uncollected funds use fees can be offset by the earnings credit allowance. You will not be charged for daylight overdrafts.

The charge for overdrafts is on a per item basis and is set by your relationship manager.

The rate for uncollected funds use is based on our prime borrowing rate. The formula for this fee is shown below.

$$(\text{average daily negative collected balance}) \times (\text{overdraft rate}) \times (\text{days in period}) / (360)$$

Section VI – Technical specifications

A. Scope

A. Main operating accounts

The City's operating accounts encompass a number of different activities. The City currently has 10 active accounts. Many City operating departments are responsible for their own deposits. Most but not all of these are made by courier.

The City should contract directly with, and pay fees directly to, an armored carrier of your choosing.

We will assist you in identifying local carrier companies.

In the case of deposited checks being returned because of insufficient funds or any other reason, two attempts will be made by the successful proposer to redeposit the check, after which it will be forwarded to the City's Billing and Collection Division.

During implementation, you will tell us whether you will follow our standard processing instructions or whether you want to set up special instructions*.

Standard instructions

Our standard processing instructions are to:

- Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system
- Post all returned items to the depository account in one lump sum per day
- Debit the depository account for chargebacks
- Automatically redeposit non-Wells Fargo items of less than \$300 that are returned for nonsufficient funds (NSF) or uncollected funds (UCF); we cannot redeposit items returned for any other reason

Special instructions

Examples of special instructions* the City can set up are to:

- Post separate debits for each returned item to the depository account
- Automatically redeposit all items (regardless of amount) returned for NSF or UCF
- Redeposit all Wells Fargo items less than a predetermined dollar amount
- Mail physical items or additional copies of the debit advice to an alternate address
- Chargeback items to an account other than the depository account
- Key additional data (such as maker name, phone number, and address) on the advice

*Additional fees apply for some special instructions.

Should a situation occur wherein a negative balance exists in any of the accounts titled to the City the successful proposer will be responsible for notifying appropriate City personnel. If a positive balance exists cumulatively across all accounts, then the successful proposer will honor all checks.

Your relationship manager, Vince Mattio, along with your relationship associate, Vanessa Donovan, will work with you to address overdrafts and honor the checks presented.

On a daily basis, City deposits via armored car deliveries directly to the vault tellers. Incidental deposits may also be made at various banking locations. All deposits arriving at the designated Gainesville banking office by 2 p.m. on a banking day shall be posted the same day. Any discrepancies between the successful proposer's and the City's totals shall be promptly identified and the appropriate City personnel notified. Deposits will be counted, recorded and adjusted accurately and will not be subject to arbitrary banking de minimis rules unless agreed upon in writing by the City.

Depository services

You can make deposits — and perform other banking transactions — through a variety of convenient methods.

Banking store (branch)

If your daily cash deposits are less than \$10,000 and you deposit fewer than 250 checks, you can make over-the-counter deposits.

When you present deposits to tellers in secure plastic, tamper-evident, dual-pouch bags, they'll remove checks and deposit tickets, and then provide receipts for the amounts shown. You don't have to wait. We verify the cash, either at the banking store or at one of our cash vaults, after you leave.

Or — if you would rather have immediate confirmation — tellers will count and verify deposits in your presence. You will set up your preference during the implementation process. We recommend the use of our post verification process so the City's staff does not have to wait while deposits are being counted.

You receive next-day credit for checks, provided you make your deposit prior to the disclosed cutoff time. Cash deposits receive same-day credit regardless of your deposit time.

In addition to making deposits, you can place cash orders of up to \$3,000 cash and \$500 in coin per day. There is a limit of three orders per week. Your treasury management sales consultant can work with you to find an alternative solution if your cash orders exceed these limits.

Deposits that arrive to our stores (branches) prior to closing will be processed that same day and receive same day ledger credit. The deadline for branch deposits for the Gainesville locations listed in the minimum requirement section is 4:00 p.m. ET Monday – Thursday, and 6:00 p.m. ET on Fridays.

Night depository

Most of our full-service banking stores (branches) have a convenient night depository for commercial customers. After we set up the City's accounts, your authorized personnel will receive access keys. For those locations listed in the minimum requirement section of this response, the deadline for night drop is 7:00am for same day ledger credit.

You must make deposits in secure plastic, tamper-evident, dual-pouch bags. We process them at the banking store and verify the cash later, either in the banking store or at a nearby Wells Fargo cash vault. Audit controls are in place to ensure that we count and verify your deposit accurately.

You receive next-day credit for checks, provided you make your deposit prior to the disclosed cutoff time.

Cash vault (by armored carrier)

You must make deposits in secure plastic, tamper-evident, dual-pouch bags. You can make deposits at any of the vaults located in our nationwide network. The closet location is our Gainesville (Orlando) site and the deadline for deposits for this site is 4:00 p.m. ET.

You can also place coin and currency orders — as well as order supplies — to ensure you have sufficient coin and currency on hand to support your daily operations.

ATM

You can make business deposits at most Wells Fargo ATMs 24 hours a day, 7 days a week. You receive next-day credit for checks, provided you make your deposit prior to the disclosed cutoff time. For the Gainesville branches listed on the minimum requirement section, the cutoff time for ATM deposits is 9:00 p.m. ET.

To help protect your account against fraud, the ATM card only permits deposits to your account, and account balances are not included on deposit receipts or shown on the ATM screen. You can't make withdrawals, transfers, or balance inquiries.

Deposit discrepancies and adjustments

Wells Fargo does not identify and adjust all discrepancies.

We reserve the right to write off check adjustments and cash adjustments based on dollar thresholds that we set internally. As a matter of policy, we don't disclose these thresholds to customers.

If your account is a commercial deposit account or an analyzed business deposit account, you may arrange for us to adjust all discrepancies identified during any verification without regard to our standard adjustment amount by contacting your relationship manager or local banker.

When we do adjust a deposit amount, we make a separate debit or credit entry to your account and provide an adjustment notice and relevant backup documents.

If you use our subaccounting service, your adjustment notice will include your location number and location name (if applicable).

Reporting

We provide deposit adjustment notices to let you know about discrepancies. Our procedures vary based on where we process your deposits. You can also review adjustments on your bank statements, online reports*, and file transmissions.

*Additional fees apply for reports.

Banking store and night depository

You receive an adjustment notice by mail or email. The notice includes the amount, reason for the adjustment, and location code (if applicable).

Cash vault

You receive an adjustment notice by mail, email, or fax. Notices include the deposit date, declared amount, verified currency total by denomination, and location number (if applicable). You can choose to receive a phone call notification for all adjustments of more than \$100.

The successful proposer must have the capability of receiving and transmitting wire transfers, Automated Clearing House ("ACH") transfers including payroll direct deposits, and Electronic Funds Transfers ("EFTs").

The City can choose from multiple options for electronic payment (ACH and wire) origination and reporting.

ACH origination methods

Select from several ACH transaction initiation methods, including direct origination, consolidated payables transmission, and online.

Direct origination

You send us a NACHA-formatted file that contains the required ACH transaction information, such as routing and transit number, account number, dollar amount, and effective date.

Consolidated payables transmission

Initiate ACH payments directly from your treasury workstation, enterprise resource planning (ERP) system, or accounts payable system using our consolidated payables service. This helps you save time by grouping debits, credits, and multiple payment types (such as payroll, credit card, and expense payments) in a single file. Commercial card transactions with multiple currency options can also be included on your consolidated payment file. The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee as appropriate.

Online

If you want to originate domestic ACH transactions without having to create your own NACHA-formatted files — and gain the flexibility to make tax and other payments online — this is the best option for you. Once you build a template based on the payment type, it is quick and easy to create ACH transactions and send them to Wells Fargo for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
Payroll (PPD)	WEB- and TEL-initiated consumer debits
Vendor payments (CCD)	Re-presented check entries (RCK)
Federal and state tax payments (ACHTax)	Corporate trade exchange (CTX)
Cash concentration and disbursements (CCD)	Child support payments (CCD+)
Consumer debits and credits (PPD)	

Use a smartphone or mobile device* to access a mobile version of our online ACH approval capabilities, and quickly, easily, and securely approve domestic ACH templates and payments that require immediate attention — from any location.

*Access our mobile service on any smartphone or mobile device that has a browser. If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

To reduce your fraud risk, you must have a second user approve the release of ACH transactions or newly created templates.

Origination deadlines

Origination method	Same-day settlement*	One-day settlement	Two-day settlement
Direct origination	9:00 p.m. ET	9:00 p.m. ET	12:00 a.m. ET
Consolidated payables transmission	8:30 p.m. ET	8:30 p.m. ET	8:30 p.m. ET
Online	7:00 p.m. ET	9:00 p.m. ET	9:00 p.m. ET

*Available for on-us items only.

Wire origination options

You have several flexible options to choose from for electronically originating and managing your wire transfers.

Online

You can initiate same-day and future-dated domestic wires, international U.S. dollar wires, foreign exchange wires, drawdown requests, international requests for transfer, and book transfers from your computer or your mobile device¹.

Through our online service, you can:

- Initiate and approve multiple wires from a single screen
- Enter information into free-form wire screens for one-off wires
- Create multiple-use templates for recurring wires to save time, with the option to lock all template information fields except date and amount
- Add, modify, and delete templates
- Upload up to 200 free-form or templated wires at a time
- Personalize each of your user's profiles to control access to accounts and wire services
- Specify number of approvals before wires can be sent (up to four approvers)²

¹You can only initiate repetitive wires through our mobile service.

²Dual custody is required for our online wire transfer service, as well as for any administration services related to this service.

Consolidated payables transmission

You can initiate wire transfers directly from your treasury workstation, ERP system, or accounts payable system using our consolidated payables service, which supports multiple types of wire transfer payments:

- U.S. dollar (domestic and international)
- International foreign currency
- International requests for transfer (SWIFT MT101)

Consolidation helps you save time by grouping multiple wire types in a single file — you can even include ACH payments, U.S. dollar and Canadian dollar checks, and commercial card transactions with multiple currency options. The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee as appropriate. You can send extended remittance detail (up to 9,000 characters) for your U.S. dollar wires. This can help your trading partners apply your wire payments in a timely and accurate fashion.

You have the option to require secondary approvals on all payment types. Using our business portal, you can review, approve, or decline individual transactions or entire payment files. You will receive an email alerting you to review the payments.

Telephone

Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint; these are validated through a voice response unit (VRU).

Repetitive wires set up on our system are completed through the VRU. To complete a free-form wire, the user is transferred to a team member in the Wells Fargo Wire Transfer department.

Automatic standing transfer order

You can have Wells Fargo automatically initiate wire transfers or drawdowns based on your criteria (such as specific initiation dates, certain dollar amounts, or calculated balance transfers).

In person

Authorized signers at the City can initiate wires at any Wells Fargo banking store.

Wire cutoff times (ET)

The following table lists the cutoff time for each wire type. If you submit a wire after the cutoff time, we process the item on the following business day.

Origination channel	Domestic	Book	Drawdown request	International (U.S. dollar and foreign currency)	Request for Transfer (RFT)	Tax payment
Online	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m. (USD) 5:00 p.m. (FX)	8:00 p.m.	4:30 p.m.
Consolidated payables	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.
Telephone	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	Case is built anytime, then sent to investigations for processing	4:00 p.m.
Automatic standing transfer	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:00 p.m.

There are two Account Analysis Activity Bid Sheets in Exhibit G of this RFP. Copy #1 indicates the approximate number of transactions anticipated. The numbers on Copy #1 comprise the City's best estimate of volume of activity, but the City does not guarantee the estimates as minimum or maximum activity levels in any given period or year, or over the life of the contract. Copy #2 is blank and is to be used by proposers to encompass the pricing elements for banking services.

Acknowledged.

B. Payroll and accounts payable accounts

The City currently pays approximately 2,200 employees biweekly and 1,700 retirees monthly. Net pay for fiscal year 2015 totaled approximately \$100 million for active employees and approximately \$35 million for retirees. Direct deposit transactions total approximately 110,000 transactions annually for active and retired personnel combined.

The City currently pays vendors weekly. Approximately 150 vendors are paid via ACH weekly, and an average of 5-15 vendors are paid weekly by check issuance, depending on the specific payables cycle.

The successful proposer shall be able to send and receive daily ACH file transfers and report them to City personnel by 8 a.m. the following business day.

All proposers must indicate the timeline for ACH transfers, both for cash receipts processing, payroll processing and accounts payable processing. Indicate deadlines; timing of deposits into receiving and withdrawals from disbursing accounts of the ACH system. For disbursing ACH transfers, proposers must indicate where the cash will be held and to whom the earnings on that cash will be credited during the interim between receipt from the City (banking debit to City's account and the transfer of cash to receiving entities and individuals).

We develop and maintain our advanced, proprietary ACH system in-house, and we believe Wells Fargo sets the industry standard for both functionality and reliability. Designed to be inherently scalable, our system can accommodate your existing transaction volume, as well as your volume increases.

You have access to continuous processing 24 hours a day, 7 days a week, with extended deadlines and no processing window restrictions. We supply electronic file confirmations within 15 minutes of receipt of your files, and we can warehouse files for up to 45 days before the effective date.

Origination methods

Wells Fargo offers several ACH transaction initiation methods, including our direct origination service, a consolidated payables transmission, and the internet.

Direct origination

You send us a NACHA-formatted file that contains the required ACH transaction information (such as routing and transit number, account number, dollar amount, and effective date).

Consolidated payables transmission

You can initiate ACH payments directly from your treasury workstation, ERP system, or accounts payable system. When you use our consolidated payables service, you save time by grouping debits, credits, and multiple payment types (such as payroll, credit card, and expense payments) in a single file — and you can even include domestic and international wires, U.S. dollar and Canadian dollar checks, and commercial card transactions. The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee as appropriate.

Internet

If you want to originate domestic ACH transactions without having to create your own NACHA-formatted files — and gain the flexibility to make tax and other payments online — online initiation is the best method for you. Once you build a template based on the payment type, it is quick and easy to create ACH transactions and send them to us for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
Payroll (PPD)	WEB- and TEL-initiated consumer debits
Vendor payments (CCD)	Re-presented check entries (RCK)
Federal and state tax payments (ACHTax)	Corporate trade exchange (CTX)
Cash concentration and disbursements (CCD)	Child support payments (CCD+)
Consumer debits and credits (PPD)	

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, you can export templates, beneficiaries, and payment batches to update payables and receivables systems and offline files.

When you're on the go, you can access a mobile version of our online ACH approval capabilities. Use a smartphone or mobile device* to quickly, easily, and securely approve domestic ACH templates and payments that require immediate attention.

*Access our mobile service on any smartphone or mobile device that has a browser. If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

To reduce your fraud risk, you must have a second user approve the release of ACH transactions or newly created templates.

Origination deadlines

Origination method	Same-day settlement*	One-day settlement	Two-day settlement
Direct origination	9:00 p.m. ET	9:00 p.m. ET	12:00 a.m. ET
Consolidated payables transmission	8:30 p.m. ET	8:30 p.m. ET	8:30 p.m. ET
Online	7:00 p.m. ET	9:00 p.m. ET	9:00 p.m. ET

*Available for on-us items only.

The City currently uses a purchasing card program provided by a separate third party vendor, but we would like Banking Services proposers to provide an “option” to include purchasing card services as part of their banking services. The City’s current purchasing card program includes 315 active cards, making over 15,300 annual debit transactions, averaging \$277 per debit. Fiscal Year 2015 purchasing card transactions totaled \$4,235,466. Banking Services proposers should provide details of their online purchasing card systems, and mobile options for transaction and receipt tracking, as well as their rebate percentages.

Commercial card services

One card and one workflow

With the *WellsOne* Commercial Card, you can leverage our solution to streamline expense management and increase process efficiency. You can consolidate any combination of purchasing, travel and entertainment, fleet, and accounts payable spend under one program.

Because your expenses are consolidated, you have access to robust, comprehensive information for smart decision making. You gain significant savings in time, transaction processing costs, and internal resources required to support the program. A single card platform integrates disparate processes and creates a solid foundation for future growth.

You'll have peace of mind knowing you have a partner with the experience and knowledge to make your program successful. Wells Fargo was the first provider to introduce a card program that consolidates small dollar purchases.

Accepted almost everywhere

Wells Fargo is a dual issuer, with both Visa® and MasterCard® available for our commercial card program. With both platforms boasting the highest global acceptance rates – more than 40 million merchants worldwide – your employees can make purchases almost everywhere cards are accepted. We will help you determine which issuer best meets your needs.

Chip and PIN

All of our card programs are equipped with Chip and PIN technology to support greater acceptance and improve fraud protection. Chip and PIN cards have an embedded microchip that cannot be copied as well as the traditional magnetic strip. As a result, you will have greater acceptance and improved fraud protection.

Corporate liability: a best practice

Why are more organizations choosing corporate liability? Simply put, it's because a corporate liability program offers many efficiencies, including:

- Avoiding increases in costs, losses, and risks
- Increasing visibility of spending across the entire organization
- Eliminating unnecessary burdens on employees

Corporate liability is considered a best practice in the card industry, and our program uses this approach.

Online program management

For the lowest IT burden and the most flexibility, manage your program through our online expense reporting system, which offers self-administration functionality and modular components. You will not need to install additional hardware or software on your system.

You'll be able to manage cards in real time, obtain comprehensive standard and custom reports, customize transaction fields, and establish automatic, precise cost allocations. Our system interfaces with many forms of technology for expense reporting. You can upload expense data from the application to most ERP or treasury workstation platforms, which eliminates any manual data entry to your general ledger.

Your employees can review and approve transactions, view receipts, input out-of-pocket expenses, and reclassify line items to multiple cost centers. Because the reporting system is entirely online, cardholders can begin reconciliation well before the end of the statement cycle.

The online system is proprietary, developed and maintained by Wells Fargo. Your feedback will be gathered and used to make regular enhancements.

Automate the payment of invoices

Like other entities, you may be dealing with budget cuts and the pressure to do more with fewer resources. You can achieve significant time and cost savings by moving more of your expenditures from paper-based processes to our commercial card. Moving a single transaction to your commercial card can save the City an average of \$90 in processing costs and eliminate approximately eight days cycle time.*

When you authorize a payment, our accounts payable tool, AP Control, assigns a single-use account number, and then sends that number and the transaction details to the appropriate merchant by secure email. An electronic transaction detail file is available so you can close transactions within your back-end applications. Payments can be limited to an exact dollar amount for added control and ease of reconciliation.

*RPMG Research Corporation, 2012 Purchasing Card Benchmark Survey Results.

Integration with other electronic payment initiatives

Our accounts payable tool for commercial card, AP Control, is also fully integrated into our consolidated payables service. You can use this service to send us electronic payment files directly from your treasury workstation, ERP, or accounts payable system. You can consolidate multiple different payment types — check, ACH, wire transfer, and commercial card transactions — in a single file. Upon receipt of the file, we separate payments by type and process them accordingly, sending traditional or human-readable remittance information to the payee.

Supplier Analysis & Onboarding

To maximize participation from your suppliers, our Supplier Analysis & Onboarding program provides support with enrolling vendors that you pay directly with the card and those that you opt to pay with our electronic payables tool.

We designed our Supplier Analysis & Onboarding program with the understanding that no two supplier bases are the same. Your supplier enrollment team will perform a vendor match against the Visa or MasterCard database to identify which of your suppliers currently accept card payments.

The targeted group of suppliers identified by the analysis is provided to our Supplier Enrollment team who will conduct an outreach campaign to convert these suppliers from check to commercial card payments.

Mobile capabilities

Even if you're away from your desk, you can quickly, easily, and securely handle critical tasks that can't wait until you return. Your program administrators can change credit limits and view declined transactions in real time, saving time and providing greater convenience to cardholders. Your cardholders can use smart phones to view balances and available credit and enter out-of-pocket expenses as transactions occur, improving the accuracy of your expense reports.

Cardholders can use their smart phones to capture receipt images and upload them to our image archive. Cardholders will be able to receive text alerts when a transaction is completed or when they are nearing their card limit.

Manage out-of-pocket expenses

You can track out-of-pocket expenses for your entire organization through our online system. Cardholders and non-cardholders alike can input their out-of-pocket expenses and request reimbursement, creating a one-stop expense reporting experience. Once out-of-pocket expenses are approved, we can process ACH credits directly to employees' bank accounts or create files for you to send to your ACH processor to issue the credits.

Manage receipts online

Cardholders can capture receipt images electronically and submit them to our archive by email, fax, or mobile upload. You can view images of the receipts online along with the cardholder's expense report. This eliminates the need to send and track physical receipts.

Protect yourself from fraud

Fraud detection and prevention is one of our top priorities, and we are proud to have attained a commercial card fraud rate that is nearly half the industry average.

We review our fraud rates internally and, through confidential discussions and documentation, compare them with others in the commercial card industry. In 2015, 99.9% of our commercial card transactions were not identified as fraudulent.

In 2014, Wells Fargo received the following Visa service quality performance awards in regards to fighting fraud:

- Highest Domestic Authorization Approval Rate
- Highest International Authorization Approval Rate
- Highest Chargeback Effectiveness Rate for Non-Fraud Reason Codes

Additionally, each card is supported by our sophisticated fraud detection program and \$100,000 in protection against employee misuse of the card.

Full implementation support

We approach implementation as a partnership. Because we recognize that any process improvement using electronic payments and web-based technology requires a knowledgeable partner, we don't outsource any part of the implementation process. We commit our own full-time resources and experienced members of our commercial card team guide the design, installation, and rollout of your program.

Dedicated account manager

You will have a dedicated account manager who is your primary point of contact for your program and provides you with guidance and support on an ongoing basis. Your account manager meets with you regularly to track program statistics and measure them against key goals. In addition to reviews of benchmarking and program information, your account manager will update you on industry developments and best practices that promote card use.

Support available around the clock

Our *WellsOne* Service Center has locations in San Francisco, Salt Lake City, and Winston-Salem, and is available 24 hours a day, 7 days a week to provide day-to-day support to your program administrators and cardholders. The service center is dedicated solely to servicing our commercial card customers.

Refer to the Appendix-Tab C for our commercial card proposal.

C. Statements

All City accounts shall have the last calendar day of the month as the cutoff date. Statements shall be delivered to the City within 5 business days following the statement date. Proposers shall submit copies of sample statements along with all other proposal elements and documents. The monthly statements shall be delivered separately to appropriate City personnel and shall be sent via overnight delivery if necessary to ensure receipt within the required time frame.

Acknowledged. Refer to the Appendix-Tab B for sample statements.

The successful proposer shall provide, for the City, images of the front and back of all cancelled checks in addition to and at the same time as the monthly statements. These may be provided on CD or by other standard electronic format and should be designed to be accessible and readable by the City in perpetuity.

Acknowledged.

The successful proposer shall provide, for the City, online access to daily activity statements each banking day before 8 a.m. The online files shall detail all activity for each account, including beginning balance; individual debits and credits; ending balance; all ACH transfers in and out. For ACH transfers in, the successful proposer must provide all

identifying information regarding each transaction which has been provided to the proposer in conjunction with the ACH transfer.

Acknowledged.

D. Reconciliations

The successful proposer will provide partial reconciliation of specific City checking accounts; the specific accounts will be all those for which the City uses Magnetic Ink Character Recognition (MICR)-encoded pre-numbered checks. Partial reconciliation will consist of a summary of account activity, sorting each month's canceled checks in numerical order, and a copy of a computer printout showing in numerical sequence the check number, the dollar amount, the transaction date of each cancelled check, the grand total dollar amount of the canceled checks, and a listing of any missing check numbers.

We offer our customers both Partial and Full ARP.

Partial ARP

With this service, we provide the City with an ARP statement. You can also request a variety of optional reports including Paid Checks, Stop Payments, and several others. You can receive these reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. You use the statement or optional reports to reconcile your account and identify any exceptions.

Full ARP

With this service, the City provides the bank with issued check information, and we reconcile your paid checks to your issued checks and send a detailed statement.

We update check issue information more than 50 times each day, seven days a week. Within 90 minutes of electronic transmission, you can receive an optional file confirmation for check issue information or stop payments.

On a weekly or monthly basis, comprehensive statements are available for your account. You can request a variety of optional reports including Paid Checks, Outstanding Checks, Stop Payments, and several others. You can receive these reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. The PDF and paper formats can include sorting and subtotaling by location or high order prefix.

Optional reporting

Our information reporting system is fully integrated with our online portal, making it easy for your staff to access all relevant reports and information online.

With Full and Partial ARP, you can customize your account reconciliation to match your accounting needs by choosing which optional reports you need from the 14 we list in the following table.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks*	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks [†]
Issue Notices Not Received [†]	Matched Paid Items [†]
Voids and Cancels*	Prior Payments*
Issues This Cycle*	Unpaid Checks

*Only available with Full ARP.

[†]Only available with Full ARP or Partial ARP with Positive Pay.

The following are samples of our most commonly requested optional reports, shown in PDF format. You may also receive optional reports in Excel, CSV, and flat file text (transmission) formats.

Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-31-08 PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		PAID CHECKS REPORT		PERIOD: 05-31-08 TO 05-31-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
450201004		5-31-08	20.00	INNR	
450201005		5-31-08	200.00	INNR	
4050101002	5-30-08	5-30-08	100.00		
4050101004	5-30-08	5-30-08	20.00		
4050101005	5-30-08	5-31-08	200.00		
4050201001		5-31-08	10.00		
4050201002		5-31-08	109.00	INNR	
4050201003		5-31-08	1,000.00		
8			1,659.00	TOTAL	

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-06-08 PAGE 1					
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		OUTSTANDING CHECKS REPORT		PERIOD: 0-00-00 TO 05-06-08					
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-3-08	1,000.00	0		3051101002	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201003	5-3-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 3
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051301001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18		5,210.00		TOTAL			5,210.00		TOTAL

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-30-08 PAGE 1							
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2							
ACCOUNT: 4999 222222		STOP PAYMENTS REPORT		PERIOD: 04-28-08 TO 05-28-08							
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100779	9-11-08	3-10-09	272.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-12-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Voids and Cancels

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-06-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		VOIDS AND CANCELS REPORT		PERIOD: 05-06-08 TO 05-06-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
3051101001	5-03-08	5-06-08	10.00	CANCL/I	
3051101002	5-03-08	5-06-08	100.00	CANCL/I	
3051101003		5-06-08	0.00	VOID	
1			0.00	TOTAL VOIDS	
2			110.00	TOTAL CANCELS/I	
0			0.00	TOTAL CANCELS/NI	

E. Positive pay service

a) The bank shall provide positive pay reconciliation services. The bank shall electronically compare all checks presented for payment against a database, provided by the City via Internet SSL transmission or manual entry on the bank's website. The bank will provide a system that will notify the City of all exceptions by 10:00 A.M., and the City will notify the bank by 5:00 P.M. to pay or return the item. Consideration will be given to types of payment controls.

Positive service options

Prior-day positive pay

Our positive pay service, required for all controlled disbursement accounts, compares checks posted against your account to the check issue information you provide us. We review all positive pay exceptions and we reverse checks that we can correct, such as encoding errors, and repost them on the following business day. This feature saves you time and money because we research and resolve the majority of your exception items for you.

You will receive next-day exception reporting with check images by 10:00 p.m. ET. You will make your pay and return decisions by 3:00 p.m. ET

Same-day positive pay

We offer a same-day positive pay solution that you can use in conjunction with controlled disbursement. We identify all stop payment items and positive pay exceptions, and we correct exceptions due to encoding errors — before they post to your account. Consequently, the daily funding totals that we report to you match your posting totals.

On the day of presentment, you receive exception reporting and check images by 4:00 p.m. ET. You then make your pay and return decisions by 3:00 p.m. ET the following day.

Create a check issue record

We do not automatically add exceptions to your check issue file. However, you are presented with the option to easily add exceptions to your issue file, with the click of a button, after approving them.

Check issue deadline

If we receive your check issue file prior to 11:00 p.m. ET we'll update your check issue information in our system that day. This helps ensure that we have the most recent check issue information to compare with checks presented for payment.

To avoid exceptions, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

Positive pay decisioning

You will select your positive pay default decision during the implementation process. If you do not make a positive pay decision by the assigned deadline, your default decision will take effect.

To take full advantage of positive pay, we recommend a return default disposition. All items that you do not decision will be returned to the bank of first deposit. These items can be redeposited by the payee provided the bank of first deposit permits it.

If you are sending issue records to us in a timely manner, there should be few exception items.

b) The Bank shall provide the City with details of all processed and returned checks on CDROM or USB along with any software required for use.

We can provide access to images of paid checks, deposited checks, and return items online through our banking portal or through image file import in a variety of formats. Images are available through the portal and available for seven years. We can also provide a CD-ROM of paid images if needed.

Online reporting and images

Information reporting

Reduce the time spent researching, analyzing, and recording returned payments. You can access same day and previous day reports with detailed information about your returned items. The HTML format of the report includes links to item images.

You can also access the same day report through your mobile device.

Decisioning for returned items

Begin your collection efforts on the same day we receive returned items. View your returned items beginning at 9.00 a.m. ET and change the default disposition (chargeback or redeposit) by 7:30 p.m. ET.

Notification for returned items

Receive an email notification when we process returned items or when items are available for decisioning. This email prompts the City to sign on to the portal to view the detailed return reports or to review and decision returned items.

Images

Access returned items images and detailed information the next business day after we receive the items; information is available up to 180 days.

Transmission reporting

Data transmission

Receive a transmission file (in flat or NACHA file format*) — including keyed data — for both returned checks and ACH transactions.

Image transmission

Receive a transmission of returned check images, associated index information, and detailed information through our Image File Import service.

You can import these files into your internal or a third-party image archive. The files consist of an XML formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.

*NACHA format requires enrollment in our ACH check conversion service.

Electronic returns

Automatically convert eligible paper returned items into ACH debits. This allows us to make up to two re-presentment attempts (instead of only one with the paper deposit process), which can increase your collection rates.

Consumer checks of less than \$2,500 that are returned for NSF or UCF are eligible for this service.

F. Custodian and investment services

Custodian/Safekeeper Services. The City shall employ the successful proposer as the Custodian or Safekeeper of certain assets of the City. The City maintains separate and distinct Trust accounts for investment as well as debt reserve purposes. The Custodian/Safekeeper shall receive securities in the name of the City and shall hold these securities in a separate, distinct Trust account. In no case shall securities owned by the City be commingled with securities owned by any other entity. All property delivered to the Custodian/Safekeeper, its agents or its sub-custodians shall be held and dealt with as hereinafter provided.

The Custodian/Safekeeper shall not be responsible for any property held or received by the Depositor and not delivered to the Custodian/Safekeeper, its agents or its sub-custodians.

The City shall from time to time transfer or cause to be transferred to the Custodian/Safekeeper for deposit, securities and monies owned by City at any time during the period of the Agreement. The Custodian/Safekeeper shall keep all stocks, money, certificates, bonds, and other property and securities delivered through the Federal Reserve book-entry system, a clearing agency which acts as a securities depository or another book-entry system for the central handling of securities collectively referred to herein as “Securities System” to the Custodian/Safekeeper, its agents or sub-custodians, and shall hold, invest, disburse, or otherwise dispose of the same or any part thereof upon receipt of proper instructions of the depositor as hereinafter provided. Safekeeping receipts will be issued to the City.

The City shall make all trade decisions with respect to their investments independently, and shall execute trades through the brokers or dealers of their choice. The Custodian/Safekeeper will be notified of investment transactions by website notice, email or facsimile trade tickets. Trades will be settled in accordance with Delivery Versus Payment (DVP) industry standards and instructions as specified by authorized City personnel in conjunction with executing brokers. Trade settlement confirmations will be made to the City via email on the date on settlement. The Custodian/Safekeeper will notify the Bank and appropriate City personnel of all trade discrepancies, in a timely manner, so that the Bank can settle the discrepancies before 4 p.m.

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Purchases of Securities. Upon receipt of proper instructions and insofar as funds are available for this purpose, the Custodian/Safekeeper shall pay for and receive all portfolio securities purchased for the Trust account, such payments being made to the bank, securities dealer or broker representing the seller only upon receipt by the Custodian/Safekeeper or its agent of the securities and forms for transfer satisfactory to the Custodian/Safekeeper.

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Sales of Securities. Upon receipt of proper instructions the Custodian/Safekeeper shall make delivery of portfolio securities sold for the account of the Trust, such delivery to be made only upon payment therefor in lawful money of the United States paid to the Custodian/Safekeeper or its agent. The Custodian/Safekeeper shall arrange such stock or bond transfer as is necessary prior to sale in order to make delivery to the buyer. If, for any reason, sale of securities is not to transpire, then appropriate City personnel will contact the Custodian/Safekeeper promptly and Custodian/Safekeeper will retain securities until further instructions are received from authorized City personnel.

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Exchange of Securities. Upon receipt of the proper instructions, the Custodian/Safekeeper shall exchange portfolio securities held by them for the account of the Trustees for securities in connection with any reorganization, merger, consolidation, stock split, change in par value, conversion or otherwise. The Custodian/Safekeeper shall deposit any such securities as are required in accordance with the terms of any reorganization of a protective plan. Without further instructions, the Custodian/Safekeeper is authorized to exchange securities in

temporary form for securities in definitive form, to effect an exchange of shares when a par value of stock has changed, and upon receiving payment in clearing house funds therefor, to surrender bonds or other securities at maturity or when advised of earlier call for redemption. The Custodian/Safekeeper accepts responsibility for being aware of any such calls and for taking such appropriate action as is required and authorized under the terms of this Agreement. Maturing investments will be presented to the issuer at maturity and principal and interest due will be deposited to the appropriate City account the day of the maturity. Confirmation of the maturity shall be made to the City by email no later than 3 p.m. of the day of the maturity.

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Collections. The Custodian/Safekeeper shall collect, receive and deposit for the Trust accounts all income and other payments with respect to the securities deposited with the Custodian/Safekeeper and shall execute ownership and other certificates and affidavits for all federal, state or local tax purposes and for the collection of bond and note coupons. The Custodian/Safekeeper shall take all other action necessary and proper in connection with the collection, receipt and deposit of such income and other payments, including but not limited to, the presentation for payment of all coupons and all other income items requiring presentation on all securities which may mature or be called, redeemed, retired or otherwise become payable, and the endorsement for collection in the name of the Trusts of all checks, drafts and other negotiable instruments. The Custodian/Safekeeper shall receive and collect all stock dividends, rights and other similar items and shall deal with the same pursuant to direction by the City. Interest payments on investments held in custody will be deposited into the appropriate custody account, and notification of all interest payments shall be made to the City by email on the day of the receipt of the payment.

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Books, Records and Accounts. The Custodian/Safekeeper shall maintain accurate and detailed accounts and complete records of all transactions in the investment accounts of the Trust, and shall render statements or copies thereof from time to time as requested by the City. The Custodian/Safekeeper shall assist in the preparation of reports and audits of accounts of the Trust and other similar matters in connection with the duties of the Custodian/Safekeeper.

The Custodian/Safekeeper shall produce and deliver the following reports to the City within five business days following the end of the established monthly reporting period. The reports shall include the information as specified:

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Monthly Custodian/Safekeeping Reports. Transaction Statements indicating changes to the carrying value of the assets and which shall specifically reflect the following:

- a. Securities or other property sold, the net proceeds, other costs.**
- b. Securities or other property purchased, its cost basis, other costs.**
- c. Income collected on securities or other property owned.**
- d. Other disbursements or receipts of cash.**
- e. The average weighted cost of each asset.**
- f. Assets owned by this investment advisor account as subdivided into industry groups.**
- g. The total cost basis of each asset.**
- h. The market price per unit of each financial asset.**
- i. The total market value of each financial asset.**
- j. The percent of the total account which a particular asset class comprises based on market value.**
- k. Estimated annual income:**
 - (1) For equities, the estimated dividend yield.**
 - (2) For debt securities, the anticipated interest that will be earned.**
- l. The estimated income yield percentage based on the current market value of a particular asset (does not anticipate capital gains or equities).**
- m. The estimated income yield percentage based on the original purchase price of a particular asset. All books, records, accounts and Trust property held by the Custodian shall be open to inspection and audit at all reasonable items by the City or its designees.**

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Investment Services. The successful proposer will be required to provide daily liquidity investments for any cash balances held in the City's bank accounts and trust Accounts. These investments will typically be in the form of money market funds or guaranteed rate accounts based on the Federal Funds Rate.

Current General Government account daily cash balances investments average approximately \$30 million but may fluctuate between \$10 million and \$100 million depending on cash flows and market conditions.

Proposers shall provide detailed descriptions of all daily liquidity investments that they offer, and quote their historical return rates and/or their most competitive guaranteed interest rates.

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

Investment Safekeeping. a) When securities are used as collateral or pledged on overnight investments, the bank will control the securities via their own trust department, through their correspondent New York City bank and by delivery (delivery vs. payment) or book entry with Federal Reserve Bank.

b) A safekeeping receipt should be issued in the City's name for each investment purchase. A notification of charge or credit for each investment transaction shall be sent to the City.

c) A third party custodian shall hold collateral for all investments with a term longer than one (1) business day.

Refer to the Appendix-Tab E for details regarding our brokerage and safekeeping services. Also included is the RFP/RFQ Required Disclosure Statement.

G. Collateral

Prior to receiving the City's deposits, a bank must be certified as being a "Qualified Public Depository" under the Florida Security for Public Deposits Act, as amended. The characteristics of eligible collateral are subject to the criteria of Chapter 280 Florida Statutes and will be further subject to modification as to quantity, equality and type by action of the State Treasurer. The pledge, substitution, and withdrawal of collateral securities will also be achieved in accordance with procedures established by the Florida Security for Public Deposits Act and the State Treasurer's Office.

Wells Fargo is a Qualified Public Depositor per Chapter 280 Florida Statutes. Based on the information requested in this RFP, we can meet all the current treasury management requirements set forth in this RFP. We have answered all questions posed in this RFP, and we will meet collateral requirements as required by applicable law.

We want the City to know that we are committed to being one of the very best treasury management banks in the country. Our investment in people and systems has built the infrastructure to support high quality in both service and implementation.

Please refer to the Qualified Public Depository form in the Appendix-Tab B.

H. Overnight investment of excess collected funds

a) The depository bank shall provide an overnight investment service. This will automatically invest all collected funds of the Concentration Account and other specified accounts into an overnight investment. The calculation and investment of excess funds shall be completed after all of the regular demand deposit activity has been posted. The bank shall furnish, by 10:00 A.M., each day, a listing of uncollected and collected balances in the City's accounts and a grand-total of all balances in these accounts as of the close of business for the previous day (this requirement may be satisfied by on-line access). The collected funds will be the basis for determining the funds available for competitive bidding by the City on that day. In the event the bank information is not updated to the City by the 10:00 A.M. deadline, the bank will be responsible to pay any items they may process that day, as the City will also miss their deadline to call in an investment.

If the City prefers an interest bearing account, we would establish a Government Advantage Interest Checking (GAIC) account for your monies on deposit. In the GAIC account type, you would receive an ECR of 0.40% (40 basis points) with a monthly settlement. Interest would be paid on those balances not used to offset service charges. Currently the interest rate would be set at 25 basis points (0.25%). This account eliminates the need to sweep money to another account or money market fund and assures the City that all your bank balances are working for you. The rates quoted are managed rates and will move directionally with the change in the Fed Funds rate.

Funds in these accounts are demand deposits — not investments — that when combined with other accounts in the same legal entity, are covered by the FDIC to the maximum amount allowed. Additionally, we collateralize the funds in the account to the extent required by law.

We offer three automated sweep investment options to the City: Preferred Option, Repurchase Agreement Option, and Money Market Mutual Fund Option. A description of each option is provided in the following paragraphs.

Preferred Option

This is an end-of-day investment sweep that automatically invests excess collected balances into an interest-bearing offshore account at our Cayman Islands branch.

Note: Funds transferred to the offshore account are not insured by the Federal Deposit Insurance Corporation (FDIC), the U.S. government, or any government agency; in liquidation, offshore funds have lesser preference than deposits held in the United States; and are subject to cross-border risks.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Repurchase Agreement Option

This option sweeps excess collected balances at the end of each business day into a repurchase agreement investment.

Note: Investments in repurchase agreements are not deposits, are not insured by the FDIC and are not guaranteed by the United States government or any agency of it, or by the bank, nor is it the bank's obligation to repurchase company's interest in any securities. The

securities held by Wells Fargo as collateral may or may not be guaranteed by the U.S. Government, but such guaranty does not flow to you, the investor. All securities carry investment risk and may lose value. General banking assets may be used to satisfy Wells Fargo's obligations under a repurchase agreement. The interest rate on a repurchase agreement is not the same as the rate on government securities. The repurchase agreement contains specific provisions and additional disclosures. Please read it carefully.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Money Market Mutual Fund Option

This option sweeps excess collected balances into a Wells Fargo Funds® money market mutual fund investment. Funds stay invested until you need them, and you generate earnings while having access to your cash.

Note: This is just a summary. For complete information, please see the Wells Fargo Stagecoach Sweep® Service Description and the current prospectus for the *Wells Fargo Funds*. 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 sub-advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member FINRA/SIPC, an affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting wellsfargoadvantagefunds.com/html/mmf/sweep.htm, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

b) The bank shall invest all remaining excess collected balances in the Concentration Account and the interest earnings into the Concentration Account on a daily basis. The earnings interest rate shall be verified at the same time as the daily account balances are furnished to the City.

Preferred and Repurchase Options

The sweep is automated as described in the following paragraphs.

Investment and redemption

Total collected balance, above the target balance, is debited daily as the last transaction of the day and invested in the sweep option.

Funds are invested at approximately 3:00 a.m. ET and are typically redeemed from the investment an hour later. Redemptions are automated.

Principal and interest credits

The sweep service automatically credits principal and interest to your checking account the following business day; however, you can choose to have your interest paid monthly, or when your statement cycles, instead of daily.

We must credit your principal to the same account that we debited, but we can credit your interest payments to a different account.

Posting and payment

You can have principal and interest amounts credited separately, or they can be aggregated and posted as one transaction.

Preferred Option

Note: Funds transferred to the offshore account are not insured by the FDIC, the U.S. government, or any government agency; in liquidation the funds have lesser preference than deposits held in the United States; and are subject to cross-border risks.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Repurchase Agreement

Note: Investments in repurchase agreements are not deposits, are not insured by the FDIC and are not guaranteed by the United States government or any agency of it, or by the bank, nor is it the bank's obligation to repurchase company's interest in any securities. The securities held by Wells Fargo as collateral may or may not be guaranteed by the U.S. Government, but such guaranty does not flow to you, the investor. All securities carry investment risk and may lose value. General banking assets may be used to satisfy Wells Fargo's obligations under a repurchase agreement. The interest rate on a repurchase agreement is not the same as the rate on government securities. The repurchase agreement contains specific provisions and additional disclosures. Please read it carefully.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Money Market Mutual Funds

The sweep is automated as described in the following paragraphs.

Investment and redemption

The Money Market Mutual Funds Option is a next day sweep. At the end of each business day, excess collected funds are transferred from your checking account to an omnibus account for the money market mutual fund you select.

Funds remain in the investment account until your checking account drops below your target balance.

If, at the end of the day, your checking account falls below your target balance, shares are redeemed and funds are available for your use at the beginning of the business day.

Principal and interest credits

Dividends are paid on a monthly basis and can be automatically credited to your checking account or reinvested into the money market mutual fund. Principal and dividends cannot be paid to a different account from which the principal was debited.

Money Mutual Market Funds

Note: This is just a summary. For complete information, please see the Wells Fargo *Stagecoach Sweep* Service Description and the current prospectus for the *Wells Fargo Funds*. 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 sub-advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member FINRA/SIPC, an affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market

mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting wellsfargoadvantagefunds.com/html/mmf/sweep.htm, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Interest calculation

We calculate the investment amount based on the end-of-day collected balance in your checking account. If you choose to keep a peg balance in your account, the sweep will only invest funds that are in excess of the peg balance.

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Preferred Option

Calculates the interest daily, based on an actual year interest rate and your daily sweep balance. The formula for calculating interest is as follows:

$(\text{investable balance} \times \text{rate} \times \text{number of days in the month}) \div 365$

Repurchase Agreement Option

Calculates the interest daily, based on a 360-day interest rate and your daily sweep balance. The formula for calculating interest is as follows:

$(\text{investable balance} \times \text{rate} \times \text{number of days in the month}) \div 360$

Money Market Mutual Funds Option

Earns a daily compounded dividend based on the fund's rate and the sweep investment balance.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

I. Credit card processing services

Currently the City accepts MasterCard and VISA cards for various transactions using First Data Merchant Services. The City uses 15 Clover processing terminals with distinct merchant ID numbers to facilitate accounting functions. Proposers shall accept electronic files of credit card payments. Proposers shall provide information detailing their credit card authorization method, credit card processing arrangements, City funds deposit availability timing, and discounts or premiums associated with transaction types & volumes. The number of credit card processing terminals may increase over the term of the banking services agreement.

Proposers shall also provide information regarding automated credit card processing services for e-commerce purposes (essentially omitting a need for third party processors such as Paypal), because the City is increasing its e-commerce outreach to residents.

Wells Fargo Merchant Services

Payment technology

We understand the varying needs of merchants across all types of industries. That's why our authorization system supports a wide range of communication interfaces, including MPLS, VPN, satellite, dial-up, internet, and wireless. We own and manage the end-to-end transaction delivery network, supporting more than 3.3 billion credit and debit transactions each year. With us, you authorize and settle your transactions using a comprehensive authorization system that provides a fast, reliable, and fully redundant solution for all of your electronic payment transactions.

Further, Wells Fargo Merchant Services has value added reseller (VAR) relationships with over 200 vendors providing a broad array of processing products and services to meet almost any customer's payment processing needs.

Settlement and funding

An important objective for merchant customers is to increase funds availability. By processing with Wells Fargo Merchant Services, funds are deposited to a Wells Fargo Demand Deposit Account (DDA) the next business day by 12:00 p.m. ET – for settlement files received and processed by the cutoff time. Funding to non-Wells Fargo accounts may be delayed due to ACH processing times. Settlement files can be submitted at any time during the day. Our cutoff for dial transmission, data capture solutions (POS terminals and ECR) is 2:00 a.m. ET.

Please see below for the latest time in each time zone that sales transactions can be transmitted to meet the settlement times. All platforms have been listed until further discovery determines which platform will best meet the City's needs.

Platform	Eastern	Central	Mountain	Pacific
CardNet	2:00 a.m.	1:00 a.m.	12:00 a.m.	11:00 p.m.
PayPal PayFlow Pro on CardNet	9:00 p.m.	8:00 p.m.	7:00 p.m.	6:00 p.m.
PayPal PayFlowLink Gateway on CardNet	9:00 p.m.	8:00 p.m.	7:00 p.m.	6:00 p.m.
Nashville	2:00 a.m.	1:00 a.m.	12:00 a.m.	11:00 p.m.
PayPal PayFlow Pro on Nashville	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.
PayPal PayFlowLink Gateway on Nashville	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.
Authorize.net Gateway on Nashville	6:00 p.m.	5:00 p.m.	4:00 p.m.	3:00 p.m.
FDI Global	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.

Wells Fargo Merchant Services will also transmit settlement files to the following:

- **American Express:** We transmit all American Express files at 11:00 a.m. ET daily by PCID numbered batches; all files are sent at one time during the day.
- **Discover Network:** We send files after the respective merchant's cutoff, so it depends on which cutoff each merchant is assigned; we generally send files at 5:00 a.m. and 6:00 a.m. ET daily.

Non-bank card funding will depend on the contractual arrangements that the City maintains with specific card issuers; we are happy to help you establish or review such arrangements.

Implementation and customer service

With the recent economy, merchant customers like you are trying to do more with fewer resources. They're tasked every day with trying to find ways to be more efficient, while trying to control costs. Like you, they don't have the resources to allocate to researching ways to optimize operations.

That's why we have more than 1100 team members across the United States to service our merchant customers. Our team members focus on the sales, implementation, and relationship management aspects of merchant services. Each team member is dedicated to understanding each merchant's unique environment and to meeting the needs of every merchant and customer.

Implementation

One of the ways we help meet your needs is with a completely customized implementation process and timeline. Unlike other providers, we configure each implementation plan to the unique needs of each customer. This allows us to customize the implementation plan for the specific size, scope, and complexity that is required.

As part of our process, a dedicated implementation project manager and a dedicated wholesale implementation management team are assigned to the City to lead the enterprise-wide conversion. The implementation project manager is skilled and experienced in facilitating the transition process and works directly with you and your staff.

Based on this planning effort, we will present the City with a Statement of Work (SOW) and a mutually agreed upon timetable that satisfies all of your requirements. Please note that timelines may vary depending on the type of processing conversion, POS systems, and the method of processing communication.

This custom approach to the transition ensures that the implementation plan and schedule meet the exact needs of your organization and will ensure a smooth transition.

The wholesale implementation management team takes total ownership of the conversion throughout the implementation cycle, placing the highest priority on timeliness, accuracy, and efficiency. The implementation team will coordinate with you for all system conversions and training for both one-on-one and group sessions.

Customer service

Another way we help you meet your needs, is to assign a dedicated merchant services relationship team that is responsible for providing proactive account management and superior ongoing support. Your merchant services relationship team will review Interchange qualifications and chargeback levels and provide support to your personnel on compliance related questions.

Because issues don't always arise during normal business hours, you can also obtain client services, technical support, and terminal support from Wells Fargo Merchant Services 24 hours a day, 365 days a year. Our commitment to service excellence is one of the primary reasons customers do business with us.

Pricing

Like other merchant customers, controlling cost is an important initiative. Making sure you're getting a competitive rate can sometimes be a challenge. That's why Wells Fargo Merchant Services offers a low pricing structure, Interchange Plus Pricing. This pricing structure is a straight pass through of Payment Network costs plus a fee for transaction acquisition. It also makes your pricing transparent, allowing you to understand and compare rates across providers.

Based on the information provided during the RFP process, we are providing you with an estimated pricing proposal, details included in the Appendix-Tab D. However, we would like to have further discussion with the City to determine what your future goals and volumes for card acceptance may be. At that time, we will provide you with an updated merchant pricing proposal.

Interchange rates are governed by the Payment Networks and the rates change periodically. For the most current rates, please review the URLs included in our pricing proposal.

Why Wells Fargo

It's important for customers to know they are working with a trusted provider who has experience and knowledge in the merchant services industry. With this knowledge and experience comes a deep-rooted understanding of your challenges and needs. Many customers like you have decided to work with Wells Fargo Merchant Services just for this reason.

Wells Fargo has been processing card transactions since 1976; in 1993 Wells Fargo and First Data Merchant Services (FDMS) joined to create Wells Fargo Merchant Services, LLC (Wells Fargo Merchant Services).

We provide processing for credit and debit cards, PIN-based debit, check verification, gift cards, and other payment services for any sized business. Today, we serve approximately 185,000 customers located in every state in the U.S. and process more than \$283 billion in credit and debit card sales volume.

Wells Fargo Merchant Services supports the following Payment Networks and PIN-based debit networks:

Payment Networks and gift card providers	
Visa, all including Check Cards	Discover® Network
MasterCard, all including Check Cards	JCB (Japanese Credit Bureau)
American Express	
PIN-based networks	
ACCEL (Northwest)	NYCE (Northeast, Mid-Atlantic, Midwest)
AFFN (National)	Pulse (Southwest)
Alaska Option (Alaska)	Shazam (Iowa)
Credit Union 24 (CU24) (Northeast)	StarWest (Star)
Interlink (National, West)	StarEast (Honor)
Jeanie (Midwest)	Star Northeast (MAC)
Maestro (National)	

Wells Fargo Merchant Services offers a number of advantages, including:

- Single processor solution for credit card, debit card, and check processing
- Multi and foreign currency processing for Card Not Present and Internet transactions
- Reliable network with redundant, geographically diverse processing centers designed for uninterrupted service
- Extensive and flexible electronic reporting

Please refer to the Appendix-Tab D for the Wells Fargo Merchant Services RFP response conditions and the Processing Proposal.

J. Online banking services

The City requires proposers to provide comprehensive online banking services, including detailed daily account balance and transaction reporting, account balance and transaction history of at least 90 days, stop payment research and initiation, account transfer capabilities, wire transfer capabilities, and item imaging capabilities. The City requires these services to be made available through a secure Internet website. Proposals should include access to the proposer's banking services website with standard account navigation and functionality available for

evaluation purposes. Additional online services are encouraged; proposers should describe all available services and the prices for each.

Single sign-on access

Our online banking portal is available 24 hours a day, 7 days a week, and provides you with single sign-on access to account information and a wide range of financial services. You can customize your portal home page, so you can view critical account balances and transaction information at a glance.

The following table lists the services that you can access through our online banking portal.

Services available online	
<p>Treasury Management ACH Deletes & Reversals Online ACH Inquiry ACH Domestic Payments Basic Banking Cash Vault Deposit Maintenance Desktop Deposit® Document Retrieval E-Box® Decisioning Electronic Document Delivery Event Messaging Fraud Manager</p> <ul style="list-style-type: none"> ▪ Positive Pay ▪ Add Check Issues* ▪ ACH Fraud Filter <p>Healthcare Claims Payments Healthcare Supplier Payments International ACH Payments Lockbox Payment and Delivery Preferences Payment Manager® <i>Payment Manager</i> File Validation Tool Retail Lockbox Image Archive Returned Item services Reverse Positive Pay SAFE Transmission Self Administration Statements & Notices Stops-Images-Search Sweep Statements and Confirmations Treasury Information Reporting</p> <ul style="list-style-type: none"> ▪ Cash Flow Analysis ▪ Pooling and Intercompany Loans <p>WellsTax® payments Wire Transfer</p> <p>Prepaid Card Solutions PayCard Prepaid Card CEO® Recognition Card</p> <p>Purchasing Commercial Card Expense Reporting</p>	<p>International Services Canadian Treasury Services Foreign Exchange Trade Services Online TradeXchange: Export Services TradeXchange: Import Services TradeXchange: MIS and Images Credit, Loan, and Finance Asset Based Lending Business Credit Services Credit Management Fed Funds Online Global Fed Funds Interest Rate Management Loan Document Templates Mortgage Information Reporting Receivables Financing Supply Chain Finance Warehouse Lending Finance WFBCI Customer Reporting</p> <p>Trust and Investment† Fed Funds Institutional Investing: Reporting Institutional Investing: Trading Market Linked Investment Offerings Mutual Fund Reporting Mutual Fund Trading Prime Services Retirement Plan Payments Retirement Professionals Workstation Retirement Solutions Securities Lending Reporting Security Valuations Trust Analytics Trust Information Delivery Trust Portfolio Reporting Trust Transaction Management Wells Capital Management Wells Fargo Advantage Funds Wells Fargo Securities – Fixed Income Sales</p> <p>Shareowner Services Shareowner Client Connect</p>

*Add new checks, cancel existing checks, or place stop payments.

†Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Features and capabilities

With our online banking portal you can:

- Centralize your payment and disbursement capabilities
- Customize and download current day and previous day reports
- Place stop payments, research transactions, and view images
- Initiate a full range of transactions, including domestic and international ACH and wire transfer, foreign exchange, trade, credit, and trust
- Control access to your accounts, set user transaction limits, assign administrators, and manage how transactions are authorized
- Sign up for services right from your desktop
- Receive time-sensitive notifications by email, text message, or fax
- Mitigate fraud and operational risk with advanced monitoring and decision-making tools

If you are interested in seeing a detailed demonstration of our online banking portal, please contact your treasury management sales consultant.

Online reporting

Our Treasury Information Reporting service delivers online, customizable information reporting for all your account activity. With a single sign-on, you can view, print, or download your balances and transactions — and view check images on select reports — for review in minutes.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction detail, as well as reports on specific transaction types.

Reports can be downloaded as needed into your accounting, treasury workstation, or spreadsheet applications. Download and viewing options vary by report, but can include BAI V2, CSV, Excel, HTML, and PDF.

Current day

Our current day (intraday) reporting includes the following transaction types: incoming and outgoing domestic and international wire transfer, ACH debits and credits, controlled disbursement summary and detail, remote deposits with detail, lockbox deposits with availability, and lockbox detail.

We will provide the City with our maximum storage of 90 calendar days for current day activity.

We update current day information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

Previous day

Our previous day reporting includes all transaction types that post to your accounts. We will provide the City with our maximum storage of 120 days for previous day activity.

We update previous day information reporting by 6:30 a.m. ET each banking day.

Alerts

Event messaging is an optional service that complements our online information reporting service. You can receive critical information alerts by email, fax, or text message about:

- ACH received and return activity
- Controlled disbursement totals
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity
- Returned items
- Unauthorized incoming ACH transactions

Based on your direction, we can notify you immediately, once every hour, once every two hours, once a day, or twice a day.

Available reports

We offer a variety of online reports and statements to support your treasury management activity. The table below describes all statements and reports that are available to you through our Treasury Information Reporting service.

Intraday reports	Description
ACH Origination	Provides summary information by ACH company ID for ACH files that you submit for processing. It also includes detailed information on accepted or rejected transactions as well as the ACH settlement number. If you use single item settlement, you will see a settlement entry for each transaction.
ACH Receive	Details all ACH transactions we receive that will post to your account at the end of the current day.
ACH Return/NOC (notification of change)	Includes detailed information (including settlement information) by ACH company ID for all ACH returns and notifications of change (NOCs) for transactions you have originated. NOCs include corrected information and addenda records.
Controlled Disbursement Detail	Provides controlled disbursement transaction detail and location subtotals for each account you select.
Controlled Disbursement Summary	Shows a summary of the current day's presentment totals and adjustment activity.
Deposit Detail	Lists all electronically-made check deposits.
E-Box	Allows you to review and post payments that originate through an online bill pay service.

EDI Payment Detail	Provides both ACH and EDI payment data in a comprehensive report format, and includes all addenda records for supported segment types as well as settlement information. You can access EDI-formatted payment and remittance information on the same day it posts to your account.
Intraday Composite	Provides balance, summary, and detailed transaction information, updated on a real-time basis.
Intraday Position	Shows an aggregated intraday cash position across all accounts you select, including total balances and total debits and credits.
Intraday Return Item Detail	Offers detailed information on checks that are going to be charged back to a customer's account for reasons such as nonsufficient funds or stopped payment.
Lockbox Availability	Lists summary-level information for lockbox deposits, including float, on an intraday basis.
Lockbox Detail	Provides remitter information about payments you receive within a lockbox deposit.
Wire Transfer Detail	Lists comprehensive current day memo-posted detail for all outgoing and incoming wires, grouped by type: book transfers, domestic wires, and international wires.
Previous day reports	Description
ACH Customer Activity	Includes settlement information and adjustment detail, as well as a summary of return activity. It also shows details of reversals, deletions, and rejects.
Express Balance	Gives you a snapshot of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your bank accounts.
Month-to-Date Balance	Provides a daily summary of account balances, aggregate float, and total transactions that posted to your accounts for the month-to-date, prior month, or a specific date range.
Multibank Status	Identifies when all of your accounts — including non-Wells Fargo and international accounts — have previous day information available for you to review.
Previous Day Composite	Provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.
Previous Day Return Item	Allows you to view details and images of returns after they are charged to your account.
Sweep Account Position*	Shows investment balance for the prior day, allows you to track month-to-date dividend accruals, and lets you calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.
Cycle reports and statements	Description
ARP Statements and	Includes your ARP statement and detailed transaction

Reports	reporting on 14 optional reports.
ARP File Posting Confirmation	Shows a summary and details of your account reconciliation activity by date, including check issues, cancels, and voids, as well as stop payment requests, releases, and renewals.
ARP Data Query Report	Allows you to perform a query of your ARP data and download the results in CSV or Excel.
DDA Cycled Statement	Details checking activity the day after your statement cycle closes.

*For Money Market Mutual Fund *Stagecoach Sweep* customers only. Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Online statements and notices

You can access your statements, notices, and legal disclosures through our single sign-on portal. You can reduce paper by accessing a PDF version of your documents at your convenience.

Documents	Availability
ARP statement¹	Available four business days after your statement cycle's cutoff date for up to 12 months. ²
Commercial checking and savings accounts statement	Available one to two business days after your statement cycle's cutoff date ³ for up to 13 months (current month and prior 12 months).
Multicurrency account statement⁴	Available one to two business days after your statement cycle's cutoff date ³ and for up to 13 months (current month and prior 12 months).
Client analysis statement⁵	Available within two business days after your statement cycle's cutoff date and for up to 13 months (current month and prior 12 months). Our exclusive interactive statement allows you to select individual or multiple items to trend up to 13 months of analysis history.
Deposit adjustment notice	Available for up to 180 days after the adjustment is processed.
Stop payment notice	Available for 30 days after the stop payment is processed.
Stop renewal notice	Available for 30 days after the renewal is processed.
Legal disclosure	Available until the expiration date (included with your statements).

¹ARP statements are available through our Treasury Information Reporting service; all other documents are available through our Statements & Notices service.

²If you subscribe to ARP, this replaces your commercial checking statement and is available through our online reporting service.

³Statement availability varies by account type and services used.

⁴Deposits that are held in foreign branches, such as Wells Fargo multicurrency accounts and foreign bank accounts, are not FDIC-insured.

⁵Client analysis statements are also available in CSV, Excel, HTML, and ANSI X12 822 formats.

To simplify and streamline your processes, you can download multiple statements and notices for your commercial checking and savings accounts, and stop payment and deposit adjustment notices — all with one request. You can also request statements individually. An email message lets you know when your files are ready.

Stops-Images-Search

With our online Stops-Images-Search service, you can easily view and search for information about any of your deposits, checks, debits, credits, stop payments, and other types of items that posted to your account. You can also initiate, renew, or release stop payments.

You have access to images of many items the same day they process. We retain all data and images for seven years.

Stops

Initiate stop payments, and renew and release any stop payments you initiated previously.

Initiate Stop Payments

To initiate a stop payment, please provide the following information. You can place a stop payment on a maximum of 20 checks at once.

To place a stop payment on more than 20 checks, please call your client service officer.

★ Required field ? For more information

Account: ★

You can enter up to 20 check numbers.
(Please separate multiple check numbers with commas or a range may be entered.)

Check Number(s): ★

Images

View images of available deposit tickets, checks deposited, and checks debited. Zoom in, rotate, adjust, contrast, and print or download check images.

Request Images

Please select an account, and enter the check or customer reference number(s). To find images older than 180 days, use Search for Items.

★ Required field ? For more information

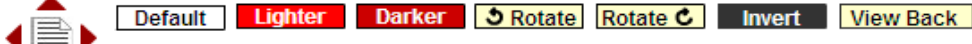
Select an Account: ★


Check / Cust. Ref #(s): ★

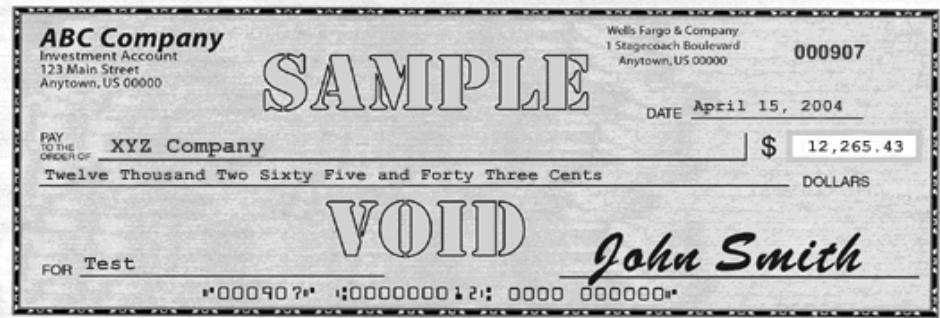
View Image

To print or download this image, select the [Print Preview](#) or [Download](#) link below. Select another check image from the left navigation bar.

[?](#) For more information



Zoom In  Zoom Out



The image shows a check from ABC Company, Investment Account, 123 Main Street, Anytown, US 00000. The check is payable to XYZ Company for \$12,265.43. The date is April 15, 2004. The check is voided and signed by John Smith. The MICR line at the bottom reads: *000907* :000000012: 0000 000000*

Image: [?](#) [View Full Size](#) | [Print Preview](#) | [Download](#) PDF

Item Details

Amount: **\$12,265.43**
Check Number: 000907
Posting Date: 04/15/20xx
As of Date: 04/10/20xx

Account Name: **ABC Company Account**
Account Number: 0000000012
Routing Number: 000000000
Type Code / Description: 475 / CHECK PAID
Bank Sequence Number: 18

Search

Use customized search tools and conduct range searches that help you locate any items by date or dollar amount. Locate specific items using check or customer reference number.

Search for Items

★ Required field ? For more information

Search For:★ Make Default ?

Account:★

Posting Date or Date Range: ★ to ? (Up to seven years in the past)

Type (BAI) Code: ?

Check / Customer Ref. Number: ?

Amount or Amount Range: to ?

Item Sequence Number: ?

MICR Account Number: ?

Results Per Page: ?

[Reset](#)

Hardware and software requirements

You can access our online banking portal through most web browsers that use 128-bit Secure Sockets Layer (SSL) encryption. The following table includes our system requirements.

System requirements ¹	
Supported operating systems	Windows 7 Professional Windows 8.1 Professional Windows 10 Professional Mac OSX Yosemite – 10.10x MAC OSX El Capitan – 10.11
Supported browsers	Microsoft Internet Explorer 10 and 11 Microsoft Edge Safari (only on Mac OSX) Mozilla Firefox ² Google Chrome ³
Browser plug-ins and settings	Adobe Reader 7 (for viewing reports) Adobe Flash Player 7 (for viewing tutorials) JavaScript enabled Session cookies enabled XHR enabled

¹System requirements are subject to change and may vary for our other online applications. For the most current requirements, access wellsfargo.com/ceoportalsignon/public/SystemReqs.jsp.

²We support all versions of this web browser.

³Specific online applications that support this may vary.

Support for other operating systems and browsers

While our services may work with older versions of the operating systems and browsers listed in the table, we do not formally support them.

Security features

User security

All users must enter a company ID, user ID, and password to access our online banking portal.

In order to access transaction-based or user management services, a user must enter a PIN and one-time password generated by a token. This second level of authentication ensures that the individual performing an activity on your account is authorized to do so.

Dual custody

To reduce your fraud risk, we require dual custody (separate users to initiate and approve) to release online payment transactions, and for any administration services related to transaction-based services. Dual custody is an industry standard and best practice that helps protect against fraud attempts that could originate inside or outside your company. For maximum effectiveness, dual custody should involve two users on different computers or mobile devices.

You can choose to add dual custody to other online features such as user setup and password resets.

By separating user tasks to initiate and approve a payment or make changes to user access, you are better positioned to help prevent fraud.

Additional security measures

In addition to user authentication, we offer extensive security measures to help safeguard your information when you access any of our online services. From physical security of our data centers to encryption of data transmissions to sophisticated access controls, we take precautions to help ensure that your information is safe.

The security of our online banking portal includes:

- Computer network security
- Data center security
- Round-the-clock monitoring
- Data integrity
- Access controls
- Internal controls

Mobile banking

In 2007, Wells Fargo became the first major U.S. bank to offer mobile services for commercial and corporate customers. With the mobile banking service, you can perform many of the same tasks you access through the portal, as well as additional functions such as uploading business expense receipts or depositing checks using an iPhone, iPad, or Android device.*

*Requires iOS version 7.0 or above or Android version 4.0 or above.

Access the service from any smartphone and sign on using your portal authentication credentials.

You can contact your treasury management sales consultant for a demo of our mobile service, or visit wellsfargo.com/ceomobile for more information.

Use the mobile banking service for	Features
ACH payments	Approve or reject domestic ACH transactions
Cash management	Transfer funds between your corporate bank accounts at Wells Fargo and monitor intraday account balances and transactions, including controlled disbursement summary and lockbox availability information
Exception processing	View positive pay images and make pay or return decisions
Fraud protection	View ACH Fraud Filter details and make pay or return decisions
Information reporting	View previous day and intraday composite reports, as well as detailed reports on controlled disbursements and lockbox deposits
Letters of credit	View balances, transactions, and funding details
Making deposits	Deposit checks and money orders to your corporate bank account using an iPhone, iPad, or Android device*
Mobile alerts	Receive notifications about critical transactions or items that need your attention
Managing commercial cards	Cardholders can view remaining credit, review charges and declines, and enter out-of-pocket expenses Program administrators can set limits, maintain card details, and manage the Merchant Category Code strategy
Managing commercial loans	Review and reset rates for expiring term loans
Property management	Maintain insurance certificates and document safety inspections and repairs
Supply chain finance	Vendors and resellers can view detailed information about credit, invoices, recent orders, and payments due
Tokenless authentication	Use our One Time Code service to review and approve

Use the mobile banking service for	Features
	important transactions — even when you don't have your token
User access control	Administer and reset passwords, approve dual custody changes, and enable or disable users
Wire transfers	Approve or reject outgoing wires and initiate templated wires

*Requires iOS version 7.0 or above or Android version 4.0 or above.

The management of security credentials for online access, including password resets, shall be handled within the same business day of the request.

To maximize password strength, we require that all Wells Fargo system passwords:

- Include a minimum of eight characters that contain three of the following four criteria: one uppercase, one lowercase, one numeric, and one special character
- Expire after 60 days (30 days for privileged user roles)
- Are different from the previous six passwords
- Are encrypted before distribution (unless set automatically to expire)
- Are not transmitted in the same media as user IDs

A user cannot change a password unless the current valid password is provided.

System sign on

Once you access the website from your browser, you simply enter your user ID and password to access your online banking services. The system will then display your customized homepage where you can access the services you are authorized to use.

If you are accessing money movement or user administration services, you must enter your user PIN and token code for secondary authentication.

Password changes

We require users to change their password every 60 days.

All proposers must provide a copy of the most recent security audit(s) of internet transactional sites, and must provide information regarding in-house systems security and hacking controls. In addition, each proposer shall provide the following information:

- (a) The number of times in the past three years that the proposer's system has been accessed by an unauthorized user, the manner in which such unauthorized access was discovered, and the actions taken by the proposer in each instance.**

Please refer to the Wells Fargo Enterprise Information Security (EIS) Overview letter included in the Appendix-Tab G for details.

(b) The number of times in the past three years that the proposer's web access has been down for routine maintenance, and the average down-time per year for these activities.

The following table shows our last three quarterly performance levels.

Availability	Standard	Q3 2015 average	Q4 2015 average	Q1 2016 average
Online banking portal	99.70%	99.99%	99.99%	99.99%

(c) The number of times in the past three years that the proposer's web access has been unavailable to users, not counting corporate take-downs for routine maintenance, and the average amount of time the system was off-line in each year.

Refer to the table in question #b above.

Security audits

Wells Fargo Treasury Management completes an annual SSAE 16 (SOC 1) Type 2 audit on our online business portal. In addition, our regulators, including the OCC, routinely review the controls we have in place within our treasury management environment.

K. Coin and currency

The City's Regional Transit System (RTS) generates a collection of bills and coins in various denominations. Each day the farebox from each bus is emptied into a vault type system that separates the dollars from the coins. Each morning this vault is emptied into bags. Typically, one bag is generated for unsorted and uncounted bills which are often crumpled, and several bags are generated for unsorted and uncounted coins. These bags are then sent, by armored car, to the successful proposer for counting and deposit. Armored car services are currently contracted and paid for by the City. Proposers wishing to include provision of armored car service may do so on the Banking Activity Price Proposal (Section VII). The coins are counted separately from the dollars and reported separately to the City. The amount of coins counted daily averages \$2,500.

Although an estimate of the coin and currency deposit amount is reported on accompanying deposit tickets, the successful proposer shall provide an accurate count of the actual deposit and make adjustments to the reported deposit amount to reflect the accurate count regardless of the dollar amount of the variance. In addition, the proposer shall report all adjustments to the City no later than noon on the next business day.

Wells Fargo does not identify and adjust all discrepancies. We reserve the right to write off check adjustments and cash adjustments based on dollar thresholds that we set internally. As a matter of policy, we don't disclose these thresholds to customers.

Large coin deposits that are subject to count will need to be delivered by the City's courier to the nearest cash vault, in Orlando. If the City prefers to deliver the deposits to a store, they would be processed as post-verify and large coin deposits. The City would need to count the deposit prior to delivering to the store.

Cash vault

You receive an adjustment notice by mail, email, or fax. Notices include the deposit date, declared amount, verified currency total by denomination, and location number (if applicable). You can choose to receive a phone call notification for all adjustments of more than \$100.

Deposit preparation requirements vary based on your method of deposit.

Post verification deposits

If you use post-verification — where we verify your cash after you leave — we require you to make your deposit in a secure plastic, tamper-evident, dual-pouch bag. Each bag contains a bar code as well as a unique 10-digit serial number on a tear strip that you'll retain as a record.

Insert cash in the top section of the bag, and checks and the deposit ticket in the bottom section.

Night depository

The procedures for night deposits are the same as those for post verification. You will make your deposit in a secure plastic, tamper-evident, dual-pouch bag. Each bag contains a bar code as well as a unique 10-digit serial number on a tear strip that you'll retain as a record.

Insert cash in the top section of the bag, and checks and the deposit ticket in the bottom section.

Cash vault

Deposits made to a cash vault require a secure plastic, tamper-evident deposit bag. Each bag contains a bar code as well as a unique 10-digit serial number on a tear strip that you'll retain as a record.

Split deposits

Insert cash in the top section of the bag, and checks and the deposit ticket in the bottom section.

Mixed deposits

Insert cash, checks, and the deposit ticket in the deposit bag.

ATM

Using your business ATM card, you can deposit cash and checks at any of our Envelope-FreeSM deposit-taking ATMs. The steps you need to take in order to make a deposit follow.

Deposit preparation procedures

- Group up to 30 checks (including traveler's checks) and 50 bills per deposit. For additional quantities, you'll need to make separate deposits.

- Deposit cash or checks directly into the ATM (no envelope or deposit ticket is needed).

Detailed deposit preparation requirements and procedures are included in the Appendix-Tab H.

The City will sometimes require the bank to provide coin and currency for special events in amounts from \$10,000 to \$30,000. Include time frames and ordering methodology.

Please refer to the following section for details regarding change orders.

In the event of an emergency or disaster, the City may require the bank provide \$200,000 - \$500,000 cash in specified denominations, within a few hours, on a weekend or bank holiday. Discuss how this would be carried out, including any limitations.

You can place change orders by calling the banking store 24 hours in advance. Based on the settlement method you choose for your change order, pick up restrictions may apply. If you use a third party courier to pick up your order, bank preapproval is required prior to initiating a relationship with the local banking store.

Additional restrictions relative to the size and frequency of change orders vary depending on the store's location. We will work with you during implementation to review any additional restrictions as well as identify the best option for you to request and receive your change order.

The following table shows the cutoff times for deposits and change orders; it's organized by location, type of deposit, and change order method used. It also shows the associated armored pickup time for change orders.

Cash vault deposit and change order deadlines (local time)

Cash vault site (served by)	Deposit deadlines			Order deadlines		
	Cash-only	Check-only	Mixed	Touch-tone	Online or transmission	Armored pickup
Florida						
Gainesville (Orlando)	4:00 p.m.	4:00 p.m.	4:00 p.m.	11:00 a.m.	9:30 a.m.	11:30 a.m.
Jacksonville ⁴	4:00 p.m.	3:30 p.m.	3:30 p.m.	11:00 a.m.	10:30 a.m.	4:00 p.m.
Miami ⁴	6:00 p.m.	4:00 p.m.	4:00 p.m.	11:00 a.m.	10:30 a.m.	5:00 p.m.
Orlando ⁴	4:00 p.m.	4:00 p.m.	4:00 p.m.	11:00 a.m.	10:30 a.m.	4:00 p.m.
Pensacola	2:00 p.m.	2:00 p.m.	2:00 p.m.	11:00 a.m.	10:30 a.m.	3:00 p.m.
Tallahassee (Jacksonville) ^{1,2}	5:00 p.m.	5:00 p.m.	5:00 p.m.	9:00 a.m.	8:30 a.m.	6:00 a.m. ³
Tampa/St. Petersburg	4:00 p.m.	3:00 p.m.	3:00 p.m.	11:00 a.m.	10:30 a.m.	4:00 p.m.
West Palm Beach	4:00 p.m.	4:00 p.m.	4:00 p.m.	11:00 a.m.	10:30 a.m.	3:00 p.m.

¹Designated Wells Fargo collection and distribution site. Mobile, Cedar Rapids, Des Moines, and Sioux Falls locations do not accept mixed deposits.

²Same-day credit on deposits is not available.

³Same-day pick up is not available. Times referenced are next day.

⁴Earlier touchtone deadline and armored pickup time for remote markets served by these vaults. For more information, contact your Wells Fargo treasury management sales consultant.

⁵Coin/currency order is released from the vault in Roseburg, Oregon.

L. Check cashing

The bank will cash petty cash, payroll and other City checks at no charge to the City or employees cashing the check. Such City checks will be identified as such. The bank will require that the employee present a current city issued identification card to cash such checks.

We will cash — without charge — checks drawn on Wells Fargo, if the payee is a Wells Fargo customer.

We will cash — for a fee — checks drawn on Wells Fargo, if the payee is not a Wells Fargo customer. The City can arrange to pay the fee on behalf of the payee through your account analysis.

Your treasury management sales consultant is happy to work with you to determine your best option for covering the check cashing fee.

M. Deposit tickets

The successful proposer will furnish and MICR-encode deposit ticket books for each of the City's accounts, as requested by the City. Two types of books will be made available:

- (1) Two-part sets, usually consisting of a white original and yellow copy, 50 sets per book**
- (2) Three-part sets, usually consisting of a white original, yellow copy and pink copy, at 35 sets per book**

Proposers shall be able to include absolute accuracy and delivery time not to exceed 2 calendar weeks. Occasional single-book requests shall be delivered within 1 banking day. The successful proposer shall accept MICR-encoded deposit tickets, regardless of whether they are purchased from the successful proposer or from an outside provider.

You can order deposit tickets through our preferred vendor, Superior Press, at a cost. In addition, fees for deposit tickets can be applied to the City's analysis statements.

Deposit tickets can contain an auxiliary MICR field of up to 10 digits. We will provide the City with check and deposit ticket printing specifications during the implementation phase.

N. Deposit bags

The successful proposer shall provide the City with tamper-proof deposit bags for internal security of deposits temporarily placed in a vault (generally overnight).

Post verification and night depository deposit bags must be secure plastic, tamper-evident, dual-pouch deposit bags.

Deposit bags processed in our cash vault must be secure plastic, clear, and tamper-evident. We do not require dual-pouch bags for processing at our cash vault.

You can purchase bags from our vendor, Superior Press, or you can purchase them from your own supplier.

Fees vary; we can provide you with our fee schedule after we understand your specific deposit requirements and which type of bag you'd like to use.

While we don't require prior approval, we've included our deposit bag specifications in the Appendix-Tab H of this RFP response so you know which bags are acceptable.

You can purchase deposit tickets and other supplies such as deposit bags, cash straps, and coin wraps through our vendor, or you can purchase them from your own supplier.

We will debit your account to handle fees for deposit supplies you order through our vendor or can apply these fees (as long as supplies are purchased through the bank's preferred vendor, Superior Press) to the City's analysis statement.

O. Records searches.

The successful proposer shall, upon request, search archived microfilm and electronic records of any requested activity in the City's accounts and provide photocopies or electronic media of checks or other records as requested. The City agrees that the descriptive or instructive criteria for any such search will be as agreed upon, based on the successful proposer's methods of cataloging archives. These archival methods are to be provided to the City in writing on or before October 1, 2017 and thereafter whenever archival methodology is changed or updated. If proposers intend to make any such charges on a per-hour rather than per-item basis, enter a separate pricing line on the Account Analysis Activity Bid Sheet (Appendix G). The successful proposer shall respond to any such request for information, whether current or archived, within 10 working days.

The images stored in the Wells Fargo corporate image archive meet the definition of legal equivalent as outlined by the Check 21 legislation.

We provide check image services for:

- Account reconciliation
- Positive pay
- Inquiry
- Archiving

You can receive paid check image detail information online, by image transmission, or on a disk. Positive pay exception check images are available through our online portal. All images are stored for a maximum of seven years on our systems and available online through our online banking portal.

P. Disaster incidence and recovery services

Successful proposer shall store the most recent EFT payroll data for one full month's activity (generally two active employee payrolls and one retiree payroll) off-site and out-of-state, in order to facilitate disaster recovery and business continuity operations. In case the successful proposer experiences suspended operations in Gainesville or Florida generally or other locations experiencing disaster, the successful proposer shall make archived payroll data available to the City within 24 hours from notice and shall have a failsafe location and series of backup locations designated to process the automated payroll data and other wire transfers that must be made regardless of hardship or disaster and recovery circumstances (i.e., debt payments).

Any successful proposers shall have adequate internal controls to ensure that operations are multiply redundant and able to continue in the face of both unforeseen and foreseen disasters. All proposers must submit copies of their most recent independent audits, any internal control reports, and reports issued pursuant to Statement on Auditing Standards #70, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants.

You can schedule future dated transactions up to 45 days before the settlement date. We will automatically release the file on the specified effective date, generally two days prior to settlement.

If the City is unable to transmit your payroll file due to a disaster or emergency, you can call your dedicated client service officer to request that we reprocess the last payroll file you sent to us.

Wells Fargo has a business continuity plan that consists of multiple recovery strategies for each core line of business, function, product, and service. If a disaster or emergency occurs, we make every attempt to restore and maintain normal service levels as soon as possible.

Systems

To minimize the severity of system interruptions, we maintain redundant platforms for business critical systems including ACH and related services. If a system experiences a temporary outage, we allocate available resources to the remediation of the impacted applications.

Operations facilities

If a disaster occurs at our primary processing center, we use an alternate processing center to take over day-to-day processing and support, until the primary center returns to normal operating conditions.

The diverse geographic locations of our processing centers minimize potential disruption; however, the severity or nature of a specific event may require use of manual backup procedures. If we need to use manual procedures, we will work with you to determine the most effective way to process your ACH files.

Q. Start-up services

The successful proposer shall provide various services during the weeks prior to 10/01/2017 so as to enable "start-up" to occur on 09/01/2017, even though there will likely be no funds in newly established City accounts until 10/01/2017. Proposer shall submit a project timeline indicating what tasks must be done; when each must be done; and who from City or proposer's staff shall be responsible. Such services shall include but not be limited to the following:

- (1) Assignment of a primary Account Executive and Alternate(s), including telephone numbers at which one of these assigned personnel can be reached at all times during a normal 8-5 EST business day, and detailed instructions regarding backup arrangements of authorized personnel should officially assigned executives be unavailable on the same banking day**
- (2) Assignment of account numbers to City's various accounts**
- (3) Processing of documents such as signature forms; overnight mutual fund or other investment agreements, if applicable**
- (4) Assistance in the design format of continuous form payroll checks, including size, MICR encoding, etc.**
- (5) Ordering and encoding of deposit ticket books, up to a total of 100 books**
- (6) Any and all other services normally associated with the establishment of a new commercial account**

Understood and acknowledged.

In addition to the City's relationship team described later in this response, the City has a dedicated implementation coordinator, Gayle Montgomery, who works only with our government clients in Florida. This specialization enables us to ensure all requirements and needs of a government entity like the City of Gainesville, are met. She will partner with your staff to develop the schedule and document the process we will follow.

R. Payment for services

All account charges will be itemized on a monthly basis and remitted with the regular monthly statements to the appropriate City personnel. Following the City's opportunity to review the charges and reconcile any differences, payments will be debited by the bank within 15 business days. The City will be provided notice of any such debits.

Acknowledged.

We use one of two methods for prior period balance and service charge adjustments. Either we adjust the current period compensation for prior period activity, or we adjust the prior period statement. We then reanalyze the account and issue a corrected statement for the prior period. We choose the adjustment method based on the size of the adjustment.

We list adjustments on your analysis statement in a balance adjustments section. The balance shown includes any adjustments for that cycle.

If you identify an error, you have up to 60 days from the receipt of your analysis statement to notify us and it will reflect on your next account analysis statement.

If you notify us of a billing error or if we discover a billing error, we typically identify the cause and correct the error within 48 hours.

B. Background

Complete and submit Exhibit F – Banking Services Questionnaire

Please refer to **Exhibit F** section for the completed Banking Services Questionnaire.

Exhibit F

Banking services questionnaire

I. Organization and background

A. Provide the following information for your institution:

1. Name of your bank;

Wells Fargo Bank, N.A.

2. Address of main office;

The City will be supported by Vincent Mattio, your relationship manager, and Lynn Nieves, your treasury management sales consultant, who are located at the following address:

100 South Ashley Drive, #820
Tampa, Florida 33602

3. Location of other branches in Alachua County, indicating which will accept City deposits. Indicate hours of operation and if the location has a drive through or night depository. Indicate any plans to open branches in the next two years.

Wells Fargo maintains the following banking store locations (branches) within the City of Gainesville. These branches all have a drive through (drive-up) as well as night depository (night drop) capabilities.

Downtown Gainesville 104 N. Main Street Gainesville, FL 32601	Millhopper 4210 NW 37th Place Gainesville, FL 32606
Midtown 13th Street 1717 NW13th Street Gainesville, FL 32609	Hunters Crossing 5220 NW 43rd Street Gainesville, FL 32606
Northwest Gainesville 3838 NW 13th Street Gainesville, FL 32609	Newberry Road 6301 W. Newberry Road Gainesville, FL 32605
Southwest Gainesville 3505 SW Archer Road Gainesville, FL 32608	Haile North 2605 SW 91st Street Gainesville, FL 32608

We have no current knowledge of additional branch openings.

4. Name, telephone number, fax number, and e-mail address of the contact person for this RFP and the response.

Vincent Mattio
Relationship Manager
813-225-6539
813-225-4450 fax
vincent.mattio@wellsfargo.com

5. Address of bank’s web site.

You can access our website at wellsfargo.com.

B. Indicate whether your bank is a parent or a subsidiary of a holding company. Describe all relationships with subsidiaries and/or parent if applicable.

Wells Fargo & Company
 420 Montgomery Street
 San Francisco, CA 94104
 IRS# 41-0449260

Principal banking subsidiary:

Wells Fargo Bank, N.A.
 420 Montgomery Street
 San Francisco, CA 94104
 IRS# 94-1347393

C. List your bank’s current bond ratings, both long-term and short-term, from at least two of the top rating agencies (Moody’s, Standard & Poor’s and Fitch). Provide a history of any rating changes for your bank that have occurred for the previous three years. Include the reasons given by the rating agency for the upgrade or downgrade.

Wells Fargo subscribes to Fitch, Moody’s, Standard & Poor’s, and DBRS ratings agencies.

We have one of the highest debt ratings of any financial services company, as shown in the following table.*

Wells Fargo & Company	Fitch	Moody’s	Standard & Poor’s	DBRS
Long-term Issuer Rating	AA-	A2	A	AA
Short-term Issuer Rating	F1+	P-1	A-1	R-1 (middle)
Senior Unsecured	AA-	A2	A	AA
Subordinated	A+	A3	A-	AA (low)
Preferred Stock	BBB	Baa2	BBB	A
Wells Fargo Bank, N.A.	Fitch	Moody’s	Standard & Poor’s	DBRS
Long-term Issuer Rating	AA	Aa2	AA-	AA (high)
Short-term Issuer Rating	F1+	P-1	A-1+	R-1 (high)
Bank Deposits	AA+	Aa1	AA-	AA (high)
Senior Unsecured	AA	Aa2	AA-	AA (high)
Subordinated	A+	Aa3	A+	AA

*The information provided can be found on our Investor Relations site (wellsfargo.com/invest_relations/debt) and is provided for informational purposes only. We do not guarantee the accuracy or completeness of information on or available through this site, and we are not responsible for inaccuracies or omissions in that information or for actions taken in reliance on that information. Please read Legal Disclaimers (wellsfargo.com/invest_relations/legal) before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

D. State whether your bank is chartered to do business in the State of Florida.

Wells Fargo Bank, N.A. is a federally chartered financial institution in the State of Florida.

E. State whether your bank is a qualified public depository as defined in Florida State Statutes Chapter 280. What level of collateralization is the bank required to pledge on public deposits at this time?

We confirm that Wells Fargo is a qualified public depository as defined by Chapter 280, Florida Statutes, or otherwise known as the Florida Security for Public Deposits Act.

We are currently required to pledge at a 25% level of collateralization.

Refer to the Appendix Tab D for the Qualified Public Depository Certification and License for the State of Florida.

F. Provide a brief resume of key officers and administrative staff that would be assigned to the City's relationship and list their areas of responsibility. Identify the specific person(s) to be assigned to the City for customer service, including inquiries and/or problem resolution. Discuss the accessibility of key team members proposed to be assigned to the City. Discuss the availability of team members' time and attention. Describe the availability of adequate locally- based personnel to absorb the City accounts and any related requirements. Describe any limitations on your bank's customer service, such as hours of availability or special emergency procedures.

We offer a consultative and collaborative approach to our customer relationships, and we assign a specific team to the City's relationship. This team includes:

- An implementation consultant who works with you on the account opening, implementation, and system testing and customization processes
- A dedicated client services officer who is your liaison to all departments within Wells Fargo and is your main point of contact for support and service needs
- A relationship manager and a back-up who are responsible for your overall relationship with Wells Fargo
- A treasury management sales consultant who is an expert in treasury management services and is closely involved in the implementation process

We use a team approach to manage client relationships. Your core relationship team consists of relationship manager, Vincent Mattio, and treasury management sales consultant, Lynn Nieves, for all general banking matters. Vincent and Lynn are tenured banking specialists with more than 26 years of combined financial and banking experience. They are supported by customer service and implementation professionals, who actively participate in the management of your accounts.

Dedicated relationship team

Your team is comprised of bankers that are talented, motivated, and energized. We are a group that considers ourselves partners in a team effort with the City, working to achieve common goals.

Team biographies

<p>Vincent Mattio Assistant Vice President Relationship Manager</p> <p>vincent.mattio@wellsfargo.com 813-225-6539 813-225-4350 fax</p> <p>100 S. Ashley Drive 8th Floor Tampa, FL 33602</p>	<p>As your relationship manager, Vincent functions as a financial consultant and coordinates a team of specialists working on your banking relationship.</p> <p>Vincent joined Wells Fargo in 2010 as a credit analyst in the Government & Institutional Banking group where he performed in-depth analysis of government, higher education, and nonprofit municipalities; and subsequently became a relationship manager. He has calling responsibility for Alachua, Citrus, Clay, Flagler, Lake, Marion, Putnam, Sumter, St. Johns, and Volusia counties, as well as parts of Orange and Seminole County.</p> <p>Prior to joining Wells Fargo, Vincent earned an M.B.A. and a bachelor's in finance (magna cum laude) from the University of Florida.</p>
<p>Lynn Nieves, MBA, CTP Senior Vice President Treasury Management Sales Consultant</p> <p>lynn.nieves@wellsfargo.com 813-225-4338 813-225-4450 fax</p> <p>100 S. Ashley Drive 8th Floor, Suite 820 Tampa, FL 33602</p>	<p>Lynn is the primary contact for your treasury management services.</p> <p>Lynn joined Wells Fargo in 2008 and has more than 20 years of banking experience, with most of these years dedicated to government treasury management. During her tenure in government treasury management, she has worked with various government entities including State of Florida and many of its agencies, counties, cities, school boards, and tax collectors.</p> <p>Lynn has a bachelor of science in business administration and a master's in business administration from the University of Central Florida. She is a Certified Treasury Professional. In addition, she is a member of the Florida Government Finance Officers Association (FGFOA).</p>

<p>Vanessa Donovan Relationship Associate</p> <p>vanessa.donovan@wellsfargo.com 407-649-5321 407-649-5554 fax</p> <p>800 N. Magnolia Avenue Suite 701 Orlando, FL 32803</p>	<p>Vanessa has 15 years of experience with Wells Fargo. She has been dedicated to government banking clients for more than nine years.</p> <p>Vanessa has a bachelor of science degree in business management from Bridgewater State University. Before becoming a relationship associate, she supported an active cash management portfolio. She is very experienced in assisting with problem resolution as it relates to cash management services, analysis fees, and basic product knowledge.</p> <p>Vanessa has been recognized for her outstanding dedication to customer satisfaction.</p>
<p>Brandon Franklin Assistant Vice President Treasury Management Sales Analyst</p> <p>brandon.franklin1@wellsfargo.com 904-351-7482 ext. 7482 904-351-7485 fax</p> <p>1 Independent Drive 8th Floor Jacksonville, FL 32202</p>	<p>Brandon supports Lynn Nieves and will assist with any treasury management questions when Lynn is unavailable.</p> <p>Brandon began his career with Wells Fargo more than 15 years ago. He has supported all segments of treasury management over the last 10 years. He has logged more than 100 hours of community service every year for the past five years and is involved in several volunteer organizations in his community.</p> <p>Brandon has a bachelor of science degree in humanities from Bob Jones University, Greenville, SC.</p>
<p>Gayle Montgomery Implementation Consultant</p> <p>amethyst.g.montgomery@wellsfargo.com 704-715-9085</p> <p>301 S. Tryon Street 7th Floor Charlotte, NC 28282</p>	<p>As your designated implementation consultant, Gayle is responsible for implementing all treasury management products and services. She will train the City's employees on new services and assist in completing all documentation.</p> <p>Gayle has been with the bank for 25 years and has supported the treasury management Commercial Market Segment for seven years. Her prior experience includes training on the implementation training team.</p> <p>Gayle has a B.A. in public administration from North Carolina Central University.</p>

Customer service

Your service requirements will have the attention of a dedicated client service officer, who is a member of our award-winning* Dedicated Client Services team. We understand your treasury management needs, and through our ongoing relationship with the City, we learn more about your day-to-day operations.

*Recipient of the gold Stevie Award for Sales and Customer Service for Customer Service Department of the Year in 2015.

Continuity of service

The number of customers a client service officer supports varies based on the following factors:

- Complexity of his or her portfolio
- Number of inquiries he or she handles
- Capacity of the individual

A trained backup service officer with knowledge of the City's needs is also readily available.

Responsibilities

Your dedicated client service officer assists you until your issues are resolved. He or she takes ownership to navigate through any needed solutions, and assist with any simple or complex issues you encounter.

Escalation process

Client service officers can engage the team lead, division manager, line-of-business leader, or national client service manager for assistance on customer issues. They can also engage technical services and key product and operational partners on behalf of the customer. We encourage our client service officers to use the chain of command to assist with escalations. Additionally, we proactively look for issues that could potentially escalate by reviewing our ability to meet customer commitments, timely resolutions, and repeat issues.

Client Services

Treasury Management Client Services representatives are available Monday through Friday from 7:00 a.m. to 10:00 p.m. ET and Saturday from 9:00 a.m. to 7:00 p.m. ET.

Operations

- Wire transfer operations staff is available Monday through Friday from 8:00 a.m. to 9:00 p.m. ET.
- ACH investigations support is available Monday through Friday from 8:00 a.m. to 9:00 p.m. ET.
- ACH production support is available from 5:00 p.m. Sunday through 1:00 a.m. Saturday ET.
- Wholesale Transmissions staff is available 24 hours a day, 7 days a week.

G. In what location(s) will the following services and its accompanying support be provided: deposit processing, reconciliation, proof transit, stop payment processing, wire transfer processing, ACH/EFT/EDI processing and treasury management. Indicate if your bank utilizes a third party vendor for any services to be provided and include the third party vendor's name and a description of services provided, if applicable.

You will contact your dedicated client services officer for your day-to-day needs. Upon award of this bid, we will provide you with a contact name and information.

H. List all local governmental and utility customers in Florida for which your bank has performed services similar to the Statement of Work/Specifications, throughout the five year period ended December 31, 2015. Describe any customers for which the bank has performed services similar to those required by the City, which the bank has lost over the past five years. Please detail reasons for the lost customers. Please provide a list of up to 10 current Florida governmental or utility customers of an account size similar to the City that the City may contact as references. Please include name, contact person, telephone number, number of years as a client and the services provided by the Bank that the City may contact as references. If you require advance notice of the City's intent to contact any of your references, please so indicate.

Based on our current understanding of your needs, we have chosen references with services that most closely resemble the setup we have proposed for the City. We provide contact information for these references in the following table.

References*	
<p>Mary Perez Chief Accountant Polk County Clerk</p> <p>863-534-6598 maryperez@polk-county.net</p> <p>330 West Church Street, 3rd Floor Bartow, FL 33830</p> <p><i>They have had a relationship with the bank since 2014.</i></p>	<p>Polk County Board utilizes a full array of treasury management services including:</p> <ul style="list-style-type: none"> ▪ E-Box (electronic lockbox) ▪ Cash vault ▪ Information reporting ▪ Wire and ACH origination ▪ ACH fraud filter services ▪ Positive pay ▪ Account reconciliation
<p>Pat Alderman City Treasurer City of Lakeland</p> <p>863-834-8358 Phone pat.alderman@lakelandgov.net</p> <p>228 South Massachusetts Avenue Lakeland, FL 33801</p>	<p>The City of Lakeland utilizes a full array of treasury management services including:</p> <ul style="list-style-type: none"> ▪ Controlled disbursement ▪ Cash vault ▪ Information reporting ▪ Wire and ACH origination ▪ ACH fraud filter services ▪ Positive pay ▪ Account reconciliation

References*	
<p>Laura Picklap Accounting Services Manager City of Pensacola</p> <p>850-435-1822 Phone lpicklap@cityofpensacola.com</p> <p>222 West Main Street Pensacola, FL 32502</p>	<p>The City of Pensacola utilizes a full array of treasury management services including:</p> <ul style="list-style-type: none"> ▪ Information reporting ▪ Wire and ACH origination ▪ ACH fraud filter services ▪ Positive pay ▪ Account reconciliation

*Reference information is CONFIDENTIAL

I. If your bank uses any statistical quality control measures to evaluate treasury services, such as those requested herein, provide such results for the most currently available 12 months. If not, describe how your bank measures and evaluates the quality of its services.

We measure performance for all of our treasury management services. We help ensure availability and ease of use by constantly monitoring our online banking portal on a real-time basis.

We track all performance information internally, and we provide quarterly reports for review by our senior management.

J. Describe any plans to enhance or otherwise change services in the future, providing anticipated time frames for such changes.

We develop and deliver products that help you succeed and make it easy for you to do business with us. As new products are developed and introduced, we commit to providing the City with updates on services we find beneficial to your organization.

K. Briefly describe your bank’s disaster recovery plan and how the City’s records would be protected/recovered.

We have formal teams in place that are dedicated to managing our ongoing business continuity efforts. Our Business Continuity Planning office oversees preparedness at an enterprise level, and each primary Wells Fargo line of business ensures preparedness at the business level.

Wells Fargo is active in industry forums whose primary objectives are to discuss and share various disaster recovery-related best practices. Forums we are involved in include Contingency Planning & Management, Disaster Recovery Journal, Disaster Recovery International, and Payment Risk Committee, among others.

Testing

We update and test disaster recovery procedures regularly, with the frequency and timing varying by the business function or application. We test and update business unit-level procedures, no less than annually, and critical enterprise-wide systems no less than semi-annually.

Critical functions

Our core processes and procedures for business continuity planning remain consistent for a wide variety of disruptions, including earthquakes, fires, floods, technical outages or in the event of a cyber-threat. If a disaster or emergency occurs, we make every attempt to restore and maintain normal service levels as soon as possible. Contingency planning, routine data backups, and business recovery are parts of each Wells Fargo disaster recovery plan. We are on call 24 hours a day, 7 days a week when responding to an incident.

Although components of our business continuity plan may vary based on the nature of an event, we have identified the main areas that are most commonly affected, and provide our general approach to each in the following paragraphs.

Systems

To minimize the severity of system interruptions, we have instituted redundancies for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted applications. Our systems reroute to a hot backup site within three minutes of issue identification.

Telecommunications and power

Wells Fargo works with multiple telecommunications and power companies to create a redundant network to minimize the likelihood of an outage. However, if an outage occurs, we take reasonable action to implement manual alternatives.

Customer data

We store customer and account data on a source system of record, and back it up in either real time or on a batch-based schedule. If a disaster occurs, your relationship manager, client service officer, and other relationship team members will have immediate access to the source system that houses your information.

In the event of a disaster, you will connect with the same Wells Fargo team members that are familiar with you and your overall relationship with Wells Fargo today.

Wells Fargo Mobile Response Unit

Our Mobile Response Unit can be dispatched to an affected area to help our customers in just a few days. The Mobile Response Unit is built on a semi-trailer truck, can be powered by self-contained generators, has private offices, a cellular data feed with satellite backup, as well as a kitchen and bathroom. In the past, our response unit has provided our customers with in-person mortgage assistance, check processing, and guidance to help with the repair and recovery process.

Backup processing

If a disaster occurs at one of our primary operations centers, we use alternate processing centers to take over day-to-day processing and support until the primary center returns to normal operating conditions. Our recovery sites are strategically dispersed across multiple locations to minimize potential disruption within a specific geographic region. These sites are fully staffed, are operational, and use redundant systems to help provide a smooth transition from the primary to the alternate site.

In most situations, we can restore primary processing within 2 to 12 hours of disaster declaration. Our recovery sites have sufficient capacity to maintain processing for an extended period.

L. Identify any actual or perceived conflicts of interest between the City and your bank.

To the best knowledge of the Wells Fargo representatives preparing this response, there are no potential conflicts of interest.

M. Provide a copy of your bank's latest certified annual financial report and most recent quarterly 10-Q Report.

You can locate Wells Fargo & Company's most recent annual report through the following site: wellsfargo.com/invest_relations/annual.

You can locate Wells Fargo Bank, N.A.'s last four quarterly call reports through the following site: <https://cdr.ffiec.gov/public/ManageFacsimiles.aspx> by using the Wells Fargo Bank, National Association FDIC Certificate No. 3511.

II. Project discussion. (Limit to no more than two pages)

Describe your bank's general ability and willingness to meet all of the requirements specified by the City. Please indicate your firm's understanding of the City's objectives needs of the services to be provided and your bank's approach and methods to providing the services requested. Are there any of the services referenced in this REQUEST FOR PROPOSAL that your bank is unable to fully perform? If so, please explain. Identify any initial problems or difficulties your bank foresees with establishing a relationship with the City as requested by the REQUEST FOR PROPOSAL. Address your bank's methods to deal with these problems.

We acknowledge and agree that Wells Fargo can provide the required services and meet the qualifications outlined in the RFP.

We want the City to know that we are committed to being one of the very best treasury management banks in the country. Our investment in people and systems has built the infrastructure to support high quality in both service and implementation.

We understand the City's requirements, and will work diligently with you from the beginning and throughout your relationship to determine how we can best meet your needs. We have the experience of working with cities throughout Florida, including the City of Lakeland, City of Tallahassee, City of Jacksonville, City of Pensacola, City of Panama City, City of Miami, and City of Fort Lauderdale, among others.

We have answered all questions posed in this RFP, and we will meet collateral requirements as required by Florida Statutes Chapter 280.

Business Process Review

The Business Process Review analysis is available to select organizations like the City that are ready to optimize their technology, processes, and people across any part of the cash management cycle.

When we consult with you, we will observe and analyze the workflows and processes in one or more of your financial back office operations — without disrupting your daily operations. This review can include tasks such as accounts receivable, accounts payable, reconciliation, or cash positioning. You gain valuable external perspectives, visibility into the day-to-day details, and exposure to industry best practices.

We use specialized observation, analysis, and reporting techniques that we've applied to hundreds of organizations, both public and private.

Understanding your workflow

Once we have observed, documented, and analyzed your current treasury operations, we will provide recommendations on how we believe you can improve those operations to gain efficiencies, take advantage of automation, and improve use of working capital.

A free service

We provide our consulting services free of charge. The timing and scope will be at the discretion of Wells Fargo.

III. General banking services

A. Electronic banking

Discuss your bank's ability to provide access to services through a web-based software product.

Our online banking portal is available 24 hours a day, 7 days a week, and provides you with single sign-on access to account information and a wide range of financial services. You can customize your portal home page, so you can view critical account balances and transaction information at a glance.

The following table lists the services that you can access through our online banking portal.

Services available online	
<p>Treasury Management ACH Deletes & Reversals Online ACH Inquiry ACH Domestic Payments Basic Banking Cash Vault Deposit Maintenance <i>Desktop Deposit</i> Document Retrieval <i>E-Box</i> Decisioning Electronic Document Delivery Event Messaging Fraud Manager</p> <ul style="list-style-type: none"> ▪ Positive Pay ▪ Add Check Issues* ▪ ACH Fraud Filter <p>Healthcare Claims Payments Healthcare Supplier Payments International ACH Payments Lockbox Payment and Delivery Preferences <i>Payment Manager</i> <i>Payment Manager</i> File Validation Tool Retail Lockbox Image Archive Returned Item services Reverse Positive Pay SAFE Transmission Self Administration Statements & Notices Stops-Images-Search Sweep Statements and Confirmations Treasury Information Reporting</p> <ul style="list-style-type: none"> ▪ Cash Flow Analysis ▪ Pooling and Intercompany Loans <p><i>WellsTax</i> payments Wire Transfer</p> <p>Prepaid Card Solutions PayCard Prepaid Card CEO® Recognition Card</p> <p>Purchasing Commercial Card Expense Reporting</p>	<p>International Services Canadian Treasury Services Foreign Exchange Trade Services Online TradeXchange: Export Services TradeXchange: Import Services TradeXchange: MIS and Images Credit, Loan, and Finance Asset Based Lending Business Credit Services Credit Management Fed Funds Online Global Fed Funds Interest Rate Management Loan Document Templates Mortgage Information Reporting Receivables Financing Supply Chain Finance Warehouse Lending Finance WFBCI Customer Reporting</p> <p>Trust and Investment† Fed Funds Institutional Investing: Reporting Institutional Investing: Trading Market Linked Investment Offerings Mutual Fund Reporting Mutual Fund Trading Prime Services Retirement Plan Payments Retirement Professionals Workstation Retirement Solutions Securities Lending Reporting Security Valuations Trust Analytics Trust Information Delivery Trust Portfolio Reporting Trust Transaction Management Wells Capital Management Wells Fargo Advantage Funds Wells Fargo Securities – Fixed Income Sales</p> <p>Shareowner Services Shareowner Client Connect</p>

*Add new checks, cancel existing checks, or place stop payments.

†Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Features and capabilities

With our online banking portal you can:

- Centralize your payment and disbursement capabilities
- Customize and download current day and previous day reports
- Place stop payments, research transactions, and view images

- Initiate a full range of transactions, including domestic and international ACH and wire transfer, foreign exchange, trade, credit, and trust
- Control access to your accounts, set user transaction limits, assign administrators, and manage how transactions are authorized
- Sign up for services right from your desktop
- Receive time-sensitive notifications by email, text message, or fax
- Mitigate fraud and operational risk with advanced monitoring and decision-making tools

1. What kind of provisions does the bank have for backup in the event the Web site is not available? How many hours each week is your web site available to access? How many hours was your web site down in calendar years 2015/2016? Does your bank provide a toll-free, technical support hotline for your web site? What hours of the day is support available?

You can use our online portal to access account information and other functions from your desktop PC, laptop, tablet, or mobile device from anywhere that internet access is available — including any Wells Fargo banking store across the country.

If a disaster prevents you from accessing your data online, your relationship manager, client service officers, and other relationship team members will have access to the source system that houses your information. We will work with you to make manual transactions and share account information, balances, and other data.

As part of the City's own business continuity plans, we encourage you to maintain both electronic and hard copies of critical documentation and account information.

During the last 12 months, our online system has not had any downtime for more than 30 minutes in a single day, and has been available 100% of the time.

Our online banking portal is available 24 hours a day, 7 days a week.

During the setup of your services, your implementation consultant will put you in touch with our technical experts whenever you need them. After implementation is complete, Treasury Management Client Services is always available to help your staff with questions about your new banking services.

Our Technical Support Group is available to assist with technical issues that Client Services may not be able to resolve.

Treasury Management Client Services representatives are available Monday through Friday from 7:00 a.m. to 10:00 p.m. ET and Saturday from 9:00 a.m. to 7:00 p.m. ET.

2. Can your bank provide information in real time on items presented during the day? If so, indicate at what time, the level of detail available, and what items are included.

Yes. Wells Fargo updates current day (intraday) information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

We report the following transaction types through our intraday reporting: incoming and outgoing domestic and international wire transfers, ACH debits and credits, controlled disbursement summary and detail, lockbox deposits with availability, and lockbox detail.

The following table details the availability of the reports we offer through our online reporting service.

Intraday reports	Availability (ET)
Controlled Disbursement Detail	Savannah Monday – Friday: 9:00 a.m. and 10:30 a.m.
Controlled Disbursement Summary	Savannah Monday – Friday: 8:30 a.m. and 10:00 a.m.
Deposit Detail	Monday – Friday: We update throughout the day, approximately four hours after you submit your deposit.
<i>E-Box</i>	Monday – Friday: We update throughout the day from 1:30 a.m. through 9:30 p.m.
EDI Payment Detail	Monday – Friday: Data is available at 8:30 a.m., 1:00 p.m., and 6:00 p.m. Payments received after 5:00 p.m. will show on the report the next day.
Intraday Composite	Monday – Friday: We receive feeds from various systems throughout the day, from 1:30 a.m. through 9:30 p.m.
Intraday Position	Monday – Friday: We receive feeds from various systems throughout the day, from 1:30 a.m. through 9:30 p.m.
Intraday Returned Item Detail	Monday – Friday: Intraday file: 6:30 a.m. Updated intraday file: 7:00 p.m.
Lockbox Availability	Monday – Friday: Approximately two hours after your lockbox deposit deadline(s). Updates then occur every 15 minutes between the hours of 9:15 a.m. and 4:30 p.m. We do not report lockbox deposits with a deadline after 4:30 p.m. on an intraday basis.

Lockbox Detail	Monday – Friday: Every 15 minutes from 9:15 a.m. to 4:30 p.m.
Wire Transfer Detail	Monday – Friday: Available in real time from 8:00 a.m. to 8:30 p.m.
ACH reports	Availability (ET)
ACH Customer Activity	Monday – Friday: 12:30 p.m.
ACH Origination	60 – 90 minutes after the ACH system creates the file. The ACH system runs 24 hours a day from 5:00 p.m. Sunday – end of day Friday.
ACH Receive	Monday – Friday: 60 – 90 minutes after the ACH system processes the transactions.
ACH Return/NOC	Monday – Friday: 10:00 a.m.
Statements	Availability (ET)
ARP statement and reports	Monday – Friday: 9:00 a.m. We generate statement and report data based on the cycle you select.
DDA Cycled Statement	Monday – Friday: 6:30 a.m.

Does your bank’s system have the ability to store and retrieve historic balance data and detailed transaction data by date and by account? If so, for how long? Can full reconciliation of accounts be done electronically? Can this be done daily?

Yes. We generate statements according to the cycle you establish and statements are available for up to three cycles. We will provide the City with our maximum storage of 120 days for previous day activity.

You can customize reports to show only the data you need; this feature includes the ability to review activity by date range or relative date. You can download historical data with previous and current day reports in BAI V2, CSV, and Excel formats.

With Stops-Images-Search, you can view records of any deposits, checks, debits, credits, stop payments, or other items that post to your account. You’ll see images of many of those items the same day they are processed. All data and images are available for seven years. This service also provides history inquiry by date range.

Our online system offers the City several image delivery services to meet all of your needs.

Application	Description
<i>Desktop Deposit</i>	View images of items deposited electronically.

Image Positive Pay	View, print, and save images of positive pay exception items to assist in making pay or return decisions.
Lockbox and Retail Lockbox Image Archive	Access seven years of archived check images online.
Returned Item Decisioning	View images of returned items.
Stops-Images-Search	Search for and retrieve images of any issued checks,* paid checks, deposits, debits, credits, or other items posted to your account. Many images are available the same day we process them.
Treasury Information Reporting	Access check images from the Previous Day Composite, Returned Items, Lockbox, and DDA Cycled Statement reports.

*Requires use of account reconciliation service.

3. Are the services and/or information available on the web site in real time or previous day?

Yes. In addition to current day (intraday) availability, our service offers previous day reporting. We update previous day information by 6:30 a.m. ET on business days.

The Previous Day Composite report is our most commonly used prior day report and includes all transaction types that post to your accounts. This report provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.

4. Can information from the web site be downloaded for City use?

Yes. Wells Fargo supports the download of data in BAI V2 format online and through our Direct BAI file transfer service. In addition, the City can download and export online reports in CSV and Excel format, and view them in HTML and PDF format.

In addition, should you choose our Receivables Manager service, you can receive detailed transaction files in either standard file or custom formats as required by your software applications. Receivables Manager supports most custom and proprietary file formats.

Automatic download

We offer automatic download capability of reports through our AutoLink service. You can generate reports through Treasury Information Reporting at any time and perform the following functions:

- Schedule reports to automatically run daily, weekly, or monthly
- Print or deliver reports directly to your workstation
- Deliver reports by email to numerous recipients
- Access reports in BAI V2, CSV, Excel, PDF, and TXT formats

You can also access your reporting information and manually download data in a variety of formats, including BAI V2, CSV, Excel, HTML, and PDF. This makes it easy to import these reports directly into your internal applications.

5. Describe your bank's system security alternatives. Include how your bank's system and/or individual system passwords are handled. Include an overview of security controls over wire transfers. Are additional security features available? Describe any such options.

Online portal security

The following are the security features of our online banking portal.

Encryption

During any transaction or exchange of account information, our 128-bit encryption turns your information into a coded sequence with billions of possible variations, making it very difficult for unwanted intruders to decipher. We then turn the code back into meaningful information and complete your transaction.

Access violations

We record operating system logins and access violations, and monitor system logs for exceptions and suspicious activity. We investigate these activities and take appropriate actions as necessary.

Virus software

Our security policies require that virus detection software is deployed on our servers, email gateways, desktops, laptops, and other devices as appropriate.

Security audits and assessments

Wells Fargo Audit Services performs regular reviews of our portal; issue findings and audit summaries follow. Our management and technical partners review each finding. If changes are necessary, management prioritizes and schedules them for implementation. Audit Services tracks and monitors completed findings.

We use internal resources to perform penetration testing on the portal on an annual basis. In addition, we leverage external resources to perform penetration testing on a periodic basis. Our managers review the results and make appropriate changes to strengthen existing security controls. For security purposes, we do not share penetration testing results.

User security

Our single sign-on online banking portal uses the security features described in the following paragraphs to help protect your information.

Authentication

The system requires multiple sign-on identifiers, including:

- Company ID, user ID, and password
- Strong or two-factor authentication for money movement and user administration services

Account lockout

The system will lock out a user account after three invalid password attempts. If an account becomes locked, the user must contact his or her company administrator or a Treasury Management Client Services representative to reissue and reset the password.

Timed log off

The online sessions are timed and monitored so that the system automatically logs users out when there are periods of inactivity. This reduces the risk of others accessing information from your unattended computers.

Access control

You determine who can access protected resources and which resources are available for access. Wells Fargo can set up entitlements for each user, or your administrators can create user IDs and assign privileges using our online administration service.

Dual custody

To help reduce your fraud risk, Wells Fargo requires dual custody to approve money movement transactions and changes to user access. Dual custody is an industry standard and best practice that helps protect against fraud attempts that could originate inside or outside your company. For maximum effectiveness, dual custody should involve two users on different computers or mobile devices.

You can choose to add dual custody to other online features such as user set up and password resets.

Encryption

Our system conducts user sign-ons and all session activities using 128-bit encryption. During sign-on or when accessing services that require a token, the system masks passwords and token passcodes for security reasons.

Audit controls

We internally log and monitor customer events that occur on our online system. Event logs provide information about user activities such as login, user profile updates, and transactional activity.

These logs also identify the user, date and time of event, and other information relevant to the activity performed.

Wire transfer security

Our required and recommended levels of security safeguards for initiating and releasing wires for each method we support are described in the following paragraphs. We do not offer fax, PC, or LANed PC wire initiation services.

Telephone

We require a PIN and a voice print to initiate wire transfers over the phone and recommend you set up user-specified wire and account limits.

You can also choose to receive an optional confirmation callback for nonrepetitive transactions. We make the calls based on parameters you set (such as a specific account threshold amount and user approval limits). Callback verification is optional for free-form wires; it is not available for repetitive wires.

If you choose callback verification, any free-form wire exceeding the account threshold amount will not be released unless it is verified by your authorized staff member (other than the one who initiated it).

Any wire initiated in an amount exceeding the specified user's limit will also require verification by a second authorized staff member. After the wire is verified, it is released and processed by the wire system.

Internet

Your company administrator can specify which functions each of your users can access and which accounts each user is authorized to use. We require a second administrator to approve access to the wire transfer function. Your administrator will also establish wire initiation and approval dollar limits by payment type for each user.

We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- RSA SecurID® user PIN and pass code

We require dual approval for all free-form wire origination and template creation or modification, and you can set controls to require up to four approvals. A further option allows you to require an additional approver for wires that are initiated over a specific dollar amount. Users can't approve any wire or template that they originate. If multiple approvals are required, the same person can't perform more than one approval. You can also use dual approval for templated wires, and require up to four approvals.

Consolidated payables

Transmission

Within your ERP, treasury workstation, or accounts payable system, the City establishes whatever levels of authority you require for transmissions sent directly to Wells Fargo.

Unless you choose to use secondary approval, we consider any wires initiated and transmitted to Wells Fargo by the City as ready for release.

If you use the secondary approval option, wires are not released until they are approved. Each authorized approver (you can require up to three) conveniently reviews, modifies, approves, or deletes the wires online.

Any files you transmit to us are authenticated and encrypted. Security elements vary according to the internet protocol you use for sending your transmissions and may include:

- Digital certificates issued by Wells Fargo
- ID
- Key
- Password
- RSA SecurID token
- PGP encryption
- Connect:Direct (NDM) with Secure+

Internet

You can upload your wire payment file and perform secondary approvals for uploaded or transmitted files through our online portal.

If you use the secondary approval option, wires are not released until they are approved. Each authorized approver (you can require up to three) conveniently reviews, modifies, approves, or deletes the wires online.

We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- RSA SecurID user PIN and pass code

6. Can the City restrict system users to a set list of programs or specific functions within an individual program? Can the City restrict functions by account number? If so, describe how these feature work.

Yes. After Wells Fargo creates a company profile for the City and user profiles for your company administrators, the administrators can create user IDs and assign privileges using our online administration service.

You will determine who has access to each online service and to which features of each service. You will also set dollar limits for users authorized to perform monetary transactions.

You can easily add, disable, and delete users and perform other administrative functions online. You can structure authorization controls to meet the City's needs and risk management requirements.

Your designated administrator can:

- Set up and maintain user access to the portal
- Create user groups, and restrict user access to services for better control
- Set up multiple users with similar access levels at the same time
- Reset passwords
- Delete or disable former employees or employees who are on leave or vacation

Specific to the wire transfer service, administrators can set parameters for wire initiation and approval that include:

- Identifying the accounts for which the user can initiate and approve wires
- Specifying the dollar limit for individual wire creation, type of wire (book transfer, domestic and international, drawdown, free-form or repetitive templates), and type of approval (up to four levels of approval) for wires the user initiates
- Indicating the dollar amount the user can approve per wire or cumulative daily limit

To further reduce your fraud risk, we require dual administrators for certain high-risk transactions and for administrative changes to the wire transfer service.

Self administration

Authorized users may use our online Self Administration service to easily add, disable, and delete users and perform other administrative functions without intervention from Wells Fargo. You can structure authorization controls to meet the City's needs and risk management requirements.

Timing

Because Self Administration is managed entirely by the City, the amount of time it takes to add or delete users is based on your schedule. Adding users to a service that requires a token will require a wait for that token to arrive, unless you are reassigning a token. Most changes to the system are immediate¹ once an administrator at your company has made them, and a second administrator has approved them.²

¹If you use the multiple product copy feature of our service, certain changes may not take effect until the next business day.

²Dual custody is required for approval of money movement transactions, as well as for any changes to user access.

7. **By what means (personal visit, telephone, written manuals, etc.) will your bank provide training necessary for City staff to become proficient with the bank's software/web site?**

Gayle Montgomery, your dedicated implementation consultant, along with your relationship team, will be with you throughout your project. Because the services we offer are so easy to use, on-site training is not needed.

We do provide extensive consultative training to your staff early in the process; they can participate according to their schedules, and will be up-to-speed once service implementation is complete. If you feel your staff needs additional help, though, you can contact your treasury management sales consultant.

Your implementation consultant may provide some training over the phone.

Online training

Free training on our online portal is available to the City during all phases of your implementation — including during your decision-making process — and ongoing throughout your relationship with Wells Fargo.

We supply on-demand, pre-recorded modules online. This approach offers flexibility, so your staff can train when it is most convenient for them. Tutorials are especially useful for training new hires or for individuals learning a new job. These audio and visual recordings are available 24 hours a day, 7 days a week.

Webinars are instructor-led; your staff dials in to a conference call and follows an interactive online presentation. Attendees can ask questions of the instructor, find solutions to their specific issues, and chat with other users.

The portal includes access to product demos, and your staff can access tutorials and sign up for webinars taught by trained product experts. User guides and answers to frequently asked questions are also easily found on our demo site.

Direct BAI training

We offer recorded customer training calls about using our suite of secure internet protocols and provide file specification guides.

Technical assistance

During the setup of your services, your implementation consultant will put you in touch with our technical experts whenever you need them. After implementation is complete, Treasury Management Client Services is always available to help your staff with questions about your new banking services.

Our Technical Support Group is available to assist with technical issues that Client Services may not be able to resolve.

B. Account set up/structure

1. Can the bank set up the account structure as defined in the Statement of Work/Specifications, with controlled disbursement and zero-balance accounts as indicated?

Yes. You can structure your ZBA arrangement to meet the City's specific accounting needs (the service supports up to nine tiers with unlimited accounts at each tier).

A common structure includes a general operating account as the parent account and multiple child accounts for disbursements (such as payroll and petty cash), deposits (such as electronic and credit card), and other multipurpose accounts.

At the end of each day, we automatically transfer funds to or from your parent account to bring all child account balances to zero or some other target amount you select.

The master account, which is tied to the controlled disbursement account, automatically funds presentments (and any other transactions) at the end of the business day. Conversely, any funds or balances in the controlled disbursement account at the end of the day automatically move to the master account.

2. Briefly explain your bank's ability to provide for controlled disbursements. How does your bank provide controlled disbursement reporting? Include time when presentment information becomes available to the City.

A controlled disbursement account lets you increase control over your daily cash flow. You can calculate your daily cash position early enough to take advantage of better market rates for investing or borrowing.

How it works

Account structure

You write checks drawn on your controlled disbursement account with a unique routing transit number. You also maintain a master account at Wells Fargo. The master account automatically funds checks clearing on the controlled disbursement account.

Based on our understanding of your needs, we recommend that you use our controlled disbursement endpoint located in **Savannah, Georgia**.

Check presentments and notification

Each business day, banks use electronic check presentment to capture controlled disbursement checks and transmit check information and images to Wells Fargo. We use the information to provide you with early morning notification of the dollar amount of checks that will clear against your account that night.

You receive two notifications*. The first presentment is 8:30 a.m. ET. The second presentment is 10:00 a.m. ET.

*Monday through Friday, excluding Federal holidays.

If we receive checks for payment after the second presentment, we will hold them over and include them with the next business day's presentments.

Positive pay

Positive pay is required for all controlled disbursement accounts. Positive pay identifies checks that may be fraudulent or unauthorized by matching those presented against your account to your file of issued checks.

- Benefits of our Positive Pay service include:
- Protects against fraud by discovering unauthorized items earlier in the process
- Offers Positive Pay at the teller line of every Wells Fargo store
- Identifies and corrects MICR-encoding errors
- Allows for exception image viewing and downloading

Reporting methods

You can choose to receive notification of your check disbursement activity in the following ways:

- View your summary presentment totals online through our reporting service
- Access a mobile controlled disbursement report through the browser of a mobile device or through our iPhone and Android apps¹
- Receive summary presentment totals by email, text message, or fax notification
- Receive a BAI file transmission²

¹If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

²The BAI transmission is available 30 minutes later than other reporting methods.

3. Which branch and/or ABA number does your bank use to facilitate controlled disbursements?

The ABA number used for controlled disbursement accounts is 061209756.

4. Is the bank able to meet the City's requirements for the Electronic Vendor Payments account as described in the Statement of Work/Specifications? Discuss how the bank would provide these services.

Yes. We can work with the City to provide the ability to pay vendors by ACH, as we understand from the City's specifications that approximately 150 vendors are paid weekly by ACH.

C. System /electronic transmittal requirements

1. Can your bank comply with the City's requirement to electronically process all types of ACH/EFT transactions, including but not limited to PPD, CCD, CCD+, CTP and CTX?

Yes.

2. In what format will the City need to transmit the files for positive pay, and is there a manual entry option?

We offer two options for providing your issue files to us:

- Transmit check issue information to us through one of our secure file transfer protocols
- Upload check issue information using our online fraud management solution

The City can send manual check issues and deletes using our online fraud management solution. You can update your check issue records 24 hours a day, 7 days a week.

You can choose from a variety of methods for transmitting and receiving your ARP files. We describe each option in the tables that follow. We'll work with you during the implementation process to help you determine which option best meets your needs.

Internet protocols

Our internet protocol transmission methods offer you secure and efficient ways to exchange data.

Online portal application folder access

You can send your transmission through our online portal, where you can access all of your online applications.

Protocol	Security and encryption	Added features
HTTPS Browser	<ul style="list-style-type: none"> ▪ Multi-factor authentication ▪ User ID and password ▪ RSA SecurID token ▪ 128 or 256-bit TSL encryption 	<ul style="list-style-type: none"> ▪ Easily manage user access to files with our online user management tool ▪ Issue and renew digital certificates

Wells Fargo direct transmission URL access

With our automated transmission protocol options, you can:

- Schedule sessions to connect automatically to send or receive files
- Automatically receive outbound files from us as they become available

Protocol	Security and encryption
HTTPS with automation¹	<ul style="list-style-type: none"> ▪ User ID and password ▪ Digital certificate² ▪ VPN Cisco-compatible IPsec ▪ 128-bit SSL session-level encryption
FTP/S¹	<ul style="list-style-type: none"> ▪ User ID and password ▪ Digital certificate² ▪ VPN Cisco-compatible IPsec ▪ 128-bit SSL session-level encryption
SFTP¹	<ul style="list-style-type: none"> ▪ User ID and key (preferred)
	<ul style="list-style-type: none"> ▪ User ID and password (60 day maximum expiration)
	<ul style="list-style-type: none"> ▪ VPN Cisco-compatible IPsec
	<ul style="list-style-type: none"> ▪ 128-bit Cypher SSH session-level encryption
AS2	<ul style="list-style-type: none"> ▪ User ID and password ▪ Digital certificate²

Protocol	Security and encryption
	<ul style="list-style-type: none"> ▪ VPN Cisco-compatible IPsec ▪ 128 or 256-bit TLS session-level encryption

¹Bank-provided client software is available.

²You can issue and renew digital certificates online through our portal.

Optional value-added services

As part of our internet protocol transmission methods, you can choose to use several services at no additional charge.

Optional value-added services	
<ul style="list-style-type: none"> ▪ Increase the security and confidentiality of your data with PGP encryption* ▪ Name your files to match your internal systems for quick identification and reference ▪ Reduce risks with automatic scans of all inbound and outbound files for viruses and malware ▪ Receive alerts when a file fails a service check and can't be delivered 	<ul style="list-style-type: none"> ▪ Transmission administrators can enroll for the following email notifications through our online transmission application: <ul style="list-style-type: none"> ▪ An expected file was not received ▪ An unexpected file was received ▪ A zero-byte file was received ▪ A file does not become available within a specified time ▪ A file that has not been downloaded will be deleted

*PGP is required for FTP.

Connect:Direct (NDM) secure proxy

If you have a large transmission volume and need to connect directly to our mainframe environment from your environment, you may want to use this method.

Access option	Platform	Security and encryption
IP address	<ul style="list-style-type: none"> ▪ Connect:Direct (NDM) with Secure+ Proxy 	<ul style="list-style-type: none"> ▪ Requires Secure+ add-on ▪ 128-bit SSL session-level encryption ▪ Anti-virus scanning

3. Can your bank accept the City's current vendor payables CTX file format, and payroll flat file format? If not, then what file formats does your bank require?

We welcome the opportunity to review the current vendor's CTX format. During the implementation phase, we would provide the City with the ACH format information for the various types of ACH transactions to be originated.

D. Deposits

1. Describe your bank's recommended process for handling the City's large volume of deposits through an electronic deposit system using images of checks.

Remote deposit capture

You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank.

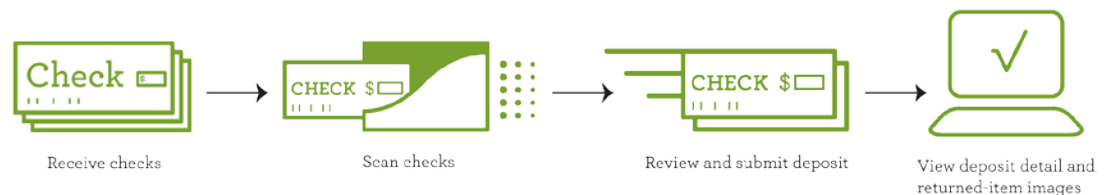
An extended deposit deadline of 10:00 p.m. ET for same-day ledger credit means faster notice of returned items.

You'll no longer need to maintain accounts at local banks that have physical branches near your locations. You can consolidate banking relationships, save money on account maintenance fees, and reduce the time spent reconciling multiple bank accounts.

How it works

You scan checks for deposit by using a check scanner and a computer with internet access. Next, confirm the check dollar amounts and verify the deposit balances. Then, submit the deposit to Wells Fargo; you'll receive an immediate confirmation.

The following diagram shows the remote deposit process flow.



If you are enrolled in our Event Messaging service, we will send authorized users a deposit confirmation notice by email, text, or fax.

Features

Image access

As you scan checks, we capture their images and store them on Wells Fargo servers.

Check images are immediately available online through our remote deposit service for 90 days; these same images are also available online through our Stops-Images-Search service for seven years.

Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks you receive; this lets you search for checks using your own criteria and makes it easy to upload data into your accounts receivable system. Our quick data feature simplifies the capture process by automatically recalling some of your previously entered receivables data.

Reporting

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

Deposit report

This report contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. This report is available in HTML, PDF, CSV, and Excel formats.*

Deposit Report with Item Details

This report contains general deposit information and item details for each deposit completed within the past 90 days. This report is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.

*CSV and Excel formats contain keyed discretionary data.

Express Report with All Item Images

This report displays a “quick” version of the Deposit Report with Item Details. This report is available in PDF format and contains detail information and images for each item deposited (up to 1,000 items), and maintains a 90-day history. You can select the number of images (up to eight per page) that you would like to see.

We offer a deposit detail transmission that can include discretionary data that the City manually entered in addition to check detail. This allows you to receive an electronic file for posting your receivables.

ACH check conversion

You can lower processing costs by coupling our remote deposit service with our check conversion service. After we receive your deposit, our system automatically converts eligible checks to ACH debits. Please note that certain notification rules and regulations apply.

User access

The City’s designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user’s access. For example, a user can have scan-only access for one account and balance-only access for another account. This flexibility lets you implement dual controls so that one person scans and another person submits a deposit.

Batch deposits

You can create multiple batches within one deposit. This simplifies balancing when you have checks for multiple entities in the same deposit.

Mobile deposit

You can capture check images and deposit funds to your Wells Fargo account with the camera of an iPhone or iPad¹, or an Android². Mobile users, such as on-the-road personnel, can accept customer checks and deposit³ them immediately.

¹Requires an iPhone or iPad, running iOS version 7.0 or above.

²Requires an Android OS 4.0 or higher when downloaded from Google Play.

³One check per deposit.

Updates

Because our service is entirely internet-based, it does not require the installation of any software (other than a scanner driver). Any updates we make are immediately available to you when you access the system.

Quality control

Before submitting a deposit, the City will perform a review of the scanned items. You'll view the items and make any corrections (such as rescan images, enter missing data, and verify item amounts) needed to balance the deposit.

After successfully completing the review process, you submit the deposit to Wells Fargo. Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.

While image quality exceptions are rare (accounting for less than 1% of all items we process), we do have a process for handling them. If there is an item that we cannot clear, we follow an adjustment process and notify you accordingly.

Wells Fargo Electronic Deposit

With our image cash letter service, you can deposit checks electronically directly from your place of business and convert check payments to invested funds more quickly.

You (or a third party processor on your behalf) transmit a deposit file that includes MICR-line data and digital images of domestic checks to Wells Fargo, using a variation of the X9.37 format.

You can submit one or more deposit files each day; each can contain one or more cash letters. Each cash letter can include up to 9,750 items that are divided into bundles of 300 or fewer items for reconciliation and control purposes.

Cash letters can include one deposit or multiple deposits for multiple accounts. A deposit can span one or more bundles; a bundle can also contain multiple smaller deposits.

Each incoming electronic check and credit item is assigned a unique item sequence number (ISN) for tracing. We retain and archive the images you transmit for use in research and adjustments, and for legal and compliance purposes. You can also view these images through our online reporting service.

How it works

The following shows the general workflow of our image cash letter service.



Requirements

The requirements for using our cash letter service to create files, maintain processes, and safeguard checks are defined below.

General

You must be able to:

- Scan eligible checks to accurately capture all MICR line data
- Capture and store check images and MICR data according to generally accepted industry standards
- Create deposit records for the total of checks transmitted and send a balanced file
- Format the file according to the specifications Wells Fargo provides during implementation
- Transmit a file securely through one of our transmission options

Operational requirements

You will need to:

- Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file
- Maintain and operate equipment to ensure ongoing image and MICR data quality so that checks can be collected electronically or converted into substitute checks

Check retention

You must:

- Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate entry into the payment processing stream
- Retrieve individual original items during the retention period in the case of an exception item that must be collected as an original

*Consult your legal depart to determine the timeframe that is best for the City.

2. Can your bank assign different location codes specific to each City deposit site for Deposit Reconciliation?

Yes. We do offer deposit location reporting as part of our account reconciliation services. You can use this service with our Subaccounting service or a standard demand deposit account using MICR-encoded deposit tickets.

WellsOne subaccounts¹

We'll assign each location a unique subaccount number (location code) that is linked to a single demand deposit account (DDA). The service posts all transactions to your DDA and attaches the location code (and optionally, name) to each transaction, including deposits, adjustments, and returned items. This makes it easy for your staff to quickly identify each deposit.

¹Checks cannot be written on subaccounts.

Regular DDA

To identify the location making the deposit, you'll use numbers — of up to 10 digits² — in the auxiliary on-us or serial number field of a deposit ticket's MICR line.

²To serialize deposit tickets by location, a portion of the 10 digits must be available for the serial number. We suggest two to six digits for your location number with a maximum of 10 digits for the entire location and serial number.

Reporting

Deposit location reporting provides sorting and subtotalling of deposits by location, and prints the location number and name on your ARP statement³ and on optional ARP reports.

³The DDA statement does not allow for deposit location numbers or deposit serial numbers to be printed on the statement.

Single depository account with MICR encoded deposit tickets

You can use one account to cover all company locations. We also offer the City use of a single commercial checking account for your interstate banking needs.

Account structure

You'll have a single depository account. To identify the location making the deposit, you'll use numbers — of up to 10 digits — in the on-us auxiliary or serial number field of a deposit ticket's MICR line.

Reporting

We'll post each deposit — by posting date — directly to the deposit account. The location number (from the deposit ticket's MICR line) will be clearly indicated on your information reporting; however it does not appear on your bank statement.

Deposit Location Reporting is available; it works in conjunction with our account reconciliation service and provides sorting and subtotalling of deposits by location.

- 3. Provide a copy of your bank's current availability schedule. The schedule should at a minimum be the availability granted by the Federal Reserve. Does your bank provide an analysis of float on checks deposited or some other method to ensure funds availability according to the schedule provided above. Provide an example of the float analysis. What are the daily deadlines for checks deposited to receive availability and collected status according to the availability schedule?**

We determine availability in accordance with applicable law and Wells Fargo's availability policy, based on factors such as the routing transit number on the check, deposit location, and deposit method (banking store, ATM, remote deposit capture, and more).

We calculate availability on an item-by-item basis.

Most of our customers use our accelerated availability schedule. We offer alternate schedules on a case-by-case basis. We'll work with you to ensure you have the most appropriate availability schedule for your account.

We review our availability schedules annually. Please refer to the Appendix-Tab I for the availability schedule specific to the services requested.

- 4. On what items will the City be granted same day collected status? Provide any time constraints, geographic limitations or any other limitations, including those for checks drawn on the bank (either locally, statewide or out-of-state), if applicable.**

Immediate availability is given for on-us items, except for our controlled disbursement items (which are available on the following business day).

- 5. Please describe what reserve requirements will apply to the City's accounts.**

We calculate your earnings credit on 100% of your investible balance (also called average daily positive collected balances). We do not deduct a reserve requirement prior to calculating the Earnings Credit Rate (ECR).

E. Coin and currency

- 1. Briefly discuss your bank's ability to provide bulk coin processing for the large volume of bulk coin the City will deposit. Please confirm that you can accept uncounted mixed bags of coins, and unsorted/crumpled bills. Will bulk coin deposits receive same day processing and credit?**

We can process large, loose coin deposits (over \$50) as long as the coins are in a sealed, clear plastic coin deposit bag and a value is declared for the deposit. You will receive same-day processing and credit for the declared value of the coin.

Bills must be deposited separately from coin deposits. We can only accept sorted and faced bills with a value declared.

You can place coin and currency orders through a variety of automated methods – telephone, online, transmission, and standing order. We debit your account the day we fill your orders and include your location numbers (if applicable) on your electronic reports and statements.

We can accept uncounted mixed bags of coins and bills through our cash vault only, these would be considered "subject to count" deposits. Bulk coin deposits received at our cash vault by the cutoff time will receive same-day ledger credit.

2. Briefly explain your bank's ability to provide coin and currency for special City events (\$10,000 - \$30,000) and emergency/disaster events (\$200,000 - \$500,000). Include time frames and ordering methodology.

Coin and currency order options

You can place coin and currency orders through a variety of automated methods. We debit your account the day we fill your orders and include your location numbers (if applicable) on your electronic reports and statements.

Telephone

In a single phone call, you can place multiple orders for one or more locations up to your daily limit. You'll enter your location ID and password, and our automated system guides you through the ordering process; you'll receive a confirmation number when you've finished.

If you need to inquire about an order or to change or cancel an order that hasn't yet been filled, you'll use the confirmation number to get started.

Among the features that help keep your account safe is the option to establish a maximum order limit per location.

Online

You can place orders for up to 10 locations at a time. Sign on with your company ID, user ID, and password; enter the amount of currency and coin you need; and verify and submit your order. A confirmation number shows on the next screen.

You'll enter the confirmation number to view, edit, or delete an order. Edits and deletes are accepted until 10:00 p.m. local time* the night before your armored courier picks the order up.

Use our batch process to place up to 1,000 cash orders at one time. You'll download and fill out our spreadsheet template, and then upload the file to our cash vault. Once verified by our system, a file transfer confirmation message and number are sent to you immediately. Within 30 minutes, the status of your order shows on the Cash Vault Announcements page.

*Large orders may require advance notice to process.

Standing order

You can receive change orders on a set delivery schedule. This eliminates the need to manually place your order. During implementation, you'll provide us with your order details.

Emergency orders

Your local banking store can provide emergency cash within certain guidelines. During the implementation process, we can discuss specific procedures for you.

Deadlines

The following table lists the cutoffs and associated armored pickups (in local time) for change orders; it's organized by site and by method used.

Cash vault site (served by)	Touch-tone	Online or transmission	Armored pickup
Florida			
Gainesville (Orlando)	11:00 a.m.	9:30 a.m.	11:30 a.m.
Jacksonville ³	11:00 a.m.	10:30 a.m.	4:00 p.m.
Miami ³	11:00 a.m.	10:30 a.m.	5:00 p.m.
Orlando ³	11:00 a.m.	10:30 a.m.	3:00 p.m.
Pensacola	11:00 a.m.	10:30 a.m.	3:00 p.m.
Tallahassee (Jacksonville) ¹	11:00 a.m.	10:30 a.m.	3:00 p.m.
Tampa/St. Petersburg	9:00 a.m.	8:30 a.m.	6:00 a.m. ²
West Palm Beach	11:00 a.m.	10:30 a.m.	4:00 p.m.
	11:00 a.m.	10:30 a.m.	3:00 p.m.

¹Designated Wells Fargo collection and distribution site.

²Same-day pick up is not available. Times referenced are next day.

³Earlier touchtone deadline and armored pickup time for remote markets served by these vaults. For more information, contact your Wells Fargo treasury management sales consultant.

3. In the event of an emergency, can your bank provide cash, within a few hours, on a weekend or bank holiday? Discuss how this might be carried out, including any limitations.

Your local banking store can provide emergency cash within certain guidelines during business hours. During the implementation process, we can discuss specific procedures for you.

F. Armored car service

1. What is the bank's cut-off time for receipt of deposits?

Our cutoff times vary based on where you make your deposit.

Night depository, banking store, and ATM

Deposits that arrive to our stores (branches) prior to closing will be processed the same day and receive same day ledger credit.

The deadline for branch deposits for the branches listed in the minimum requirement section is 4:00 p.m. ET Monday through Thursday and 6:00 p.m. ET on Fridays. These stores have a night drop cutoff time of 7:00 a.m. ET for same day ledger credit and a 9:00 p.m. ET cutoff time for ATM deposits.

Cash vault

You must make deposits in secure plastic, tamper-evident, dual-pouch bags. You can make deposits at any of the vaults located in our nationwide network. The closest location is our Gainesville (Orlando) site, and the deadline for deposits for this site is 4:00 p.m. ET.

G. Daylight overdrafts/overdrafts

1. How does your bank identify daylight overdrafts? Is your system real time and does it consider deposits, incoming and outgoing wire transfers, ACH transactions and checks presented? Given that your bank would be expected to consider all City accounts in the determination of daylight overdrafts, how would your bank expect to be compensated for daylight overdrafts?

Wells Fargo tracks all account activity when determining if there is a daylight overdraft.

We can accurately measure — in real time — a daylight overdraft* on a single standalone account, on a group of accounts, or across all accounts in a zero balance account structure.

While you do not have access to your daylight overdraft information, through our intraday reporting, you have access to incoming and outgoing wire information on a near real-time basis on each account.

*Please note that a daylight overdraft facility is subject to initial and annual satisfactory review of the financial statements of the City, credit approval, and satisfactory completion of any necessary documentation.

Wells Fargo calculates daylight overdrafts based on your current available balance.

We do not charge a fee for daylight overdrafts, which includes Fed overdrafts, though we reserve the right to do so.

- 2. If, for whatever reason, the City's account experiences an actual overdraft, will your bank comply with the City's request that any and all checks be honored? How would the bank handle such an overdraft during a time period when the City is closed, including Fridays?**

We would recommend that the City work with the bank to establish a daylight overdraft facility, which would cover the City's accounts in case of overdrafts. If for some reason there is still an overdraft situation, our practice is to contact the City to ensure that your finance officials are aware of the situation and obtain the expected source and amount of anticipated incoming funds. This open and ongoing communication is critical to make sure our relationship team can partner with you to provide the superior customer service we strive for.

- 3. Will your bank ensure that all branches and Bank-and-Shop centers with which they are associated conform to this request?**

Yes.

H. Outgoing wire transfers

- 1. Explain your bank's policies and procedures for outgoing wire transfers, both repetitive and non-repetitive. Define "repetitive". What information can be changed for a repetitive wire instruction without requiring an additional authorization? Describe your bank's security procedures concerning wire transfers. What security precautions does your bank employ to ensure that only authorized City personnel initiate wire request/approvals? Describe alternative methods of sending wire transfers in the event the electronic system is not available. Does your bank delay or hold wire transfers if the wire transfer results in an overdraft? Please explain.**

Wire transfer initiation

Our wire transfer service processes correctly formatted outgoing payments on a straight through basis according to your instructions. We manually review, correct, and verify a payment that does not pass edits and that our system cannot automatically correct.

Next, our system automatically ensures that there are adequate funds available to process the wire and that a wire is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list. If the wire meets these requirements, our system releases it.

Initiation methods

Online and mobile

The City can sign on to our portal to initiate repetitive or free-form domestic and international wires online. Using our mobile service, users can approve any pending wire transfers and initiate repetitive wires.*

*Our mobile service only allows initiation of repetitive wires, and not free-form wires.

Consolidated payables

You can send one file with multiple payment types (including wire transfers, ACH payments, and checks) and remittance information directly from your treasury workstation or ERP, accounts payable, or other internal system with our consolidated payables service.

We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.

Telephone

Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint; these are validated through a voice response unit (VRU).

Repetitive wires set up on our system are completed through the VRU. To complete a free-form wire, the user is transferred to a team member in the Wells Fargo Wire Transfer department.

Automatic standing transfer order

To set up a repetitive wire transfer, you will tell us the criteria that our system will use to determine the amount to send. You'll also specify initiation dates and times for us to automatically send the transfers.

In person

You can go to any Wells Fargo store to initiate a wire. You must have signing authority on the account to initiate the request.

Deadlines

Outgoing

The opening time for outgoing wires is 8:00 a.m. ET for all wire types regardless of origination channel. We provide the cutoff times, which may vary based on wire type and initiation method, in the following table. We process requests we receive after our deadlines on the next business day.

Wire cutoff times (ET)

Origination channel	Domestic	Book	Drawdown request	International (U.S. dollar and foreign currency)	Request for Transfer (RFT)	Tax payment
Online and mobile	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m. (USD) 5:00 p.m. (FX)	8:00 p.m.	4:30 p.m.
Consolidated payables	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.
Telephone	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	Case is built anytime, then sent to investigations for processing	4:00 p.m.
Automated standing transfer	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:00 p.m.

Repetitive wires

You can create a repetitive wire transfer template when inputting a free-form wire through our online wire transfer service.

Using our online wire transfer service, the City can create and structure your own repetitive wire templates and give them their own alphanumeric name without exchanging paper documents with Wells Fargo.

You'll assign a unique transfer name — up to 35 characters (letters, numbers, or both), including spaces — to identify each template.

Online setup for repetitive wire transfer templates is in real time. Templates are available for use immediately after the City approves them, and require no further confirmation from Wells Fargo.

Dual custody is required for initiating free-form wires and creating or maintaining wire templates on our business portal. Modifications made to a wire template by one user must be approved by a second (or more) user before they take effect. You can require up to four approvers before templates can be created or modified, or wires can be released.

Wire security

It is critical that the appropriate measures are in place to prevent nonauthorized personnel from accessing your files or seeing the data that's included in them. At Wells Fargo, we enforce strict encryption and authentication standards for data transmissions of financial information.

By adhering to these standards, the City can be confident that the files you exchange with our servers are secure from unauthorized access during transmission.

Encryption

All of our supported internet protocols require session-level encryption. The encryption type varies based on the transmission method you select. Our supported protocols use 128-bit Secure Sockets Layer (SSL) or Secure Shell (SSH) encryption to protect data in transit between the City and Wells Fargo. We do not require additional encryption at the file level.

Our supported Connect:Direct options require a Secure+ add-on, which encrypts the session with SSL. Two of the Connect:Direct options also require use of a bank-provided encrypting router.

Authentication

We issue specific credentials to each customer to authenticate transmissions and grant access to our transmission facilities.

When customers transmit their files to us, we require that they use certain credentials. If the credentials don't match what we are expecting, we will not allow the customer to send us the file. When sending files, we strongly encourage our customers to encrypt data on their systems before sending us the file, and we suggest SSL/SSH and then a certificate or key exchange in order to secure the session. Customers can also add PGP for additional encryption as well.

User security

To maintain security for the City, our system requires complete segregation of duties for all aspects of wire transfer handling. The same operator cannot initiate and release a wire. We control this using terminal and user security settings. All wire repair changes require a secondary level of approval with different security and passwords. Each time a wire is "touched" by an operator, the system automatically mandates a verification step by another operator.

To monitor compliance with our security policies, we conduct annual internal audits of wire transfer operations. We're also subject to regular reviews by the Office of the Comptroller of the Currency.

Wells Fargo encrypts security access codes (passwords) for our single sign-on portal on our servers. All online wire transfer service users must authenticate using an RSA SecurID token.

You can access a printable audit report that shows all portal sign-ons over a given period, including user ID, date, and time.

Backup procedures

We recommend that during the implementation process the City enroll in a backup wire initiation channel that you can use if access to your primary channel is interrupted. Such backup may include telephone wire initiation and mobile alternatives.

Our online wire transfer service is a browser-based, client-server application that you can access from any PC with internet access.

We accept wires by telephone as a substitute to your regular wire initiation channel. Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint; these are validated through a voice response unit (VRU).

Overdraft

If you are charged an overdraft fee due to a bank error or delay in posting account credits, your relationship manager will work with you to correct the issue. Wells Fargo credits all incoming wire and ACH transfers in near real time. We also update your balance based on other significant account activities such as lockbox deposits and investment credits.

2. What is the latest time that outgoing wire transfers can be made? What other, if any, time constraints are there?

The following table includes the opening times and cutoff times — by transfer type — for same-day execution of initiated wires. The same times apply for all of our wire transfer initiation methods, including the internet, mobile service, file transmission, and telephone service.

Wire type	Opening time (ET)	Cutoff time (ET)
Fedwire intra-district	8:00 a.m.	5:30 p.m.
Fedwire inter-district	8:00 a.m.	5:30 p.m.
Drawdown request	8:00 a.m.	5:30 p.m.
Federal tax payments	8:00 a.m.	4:30 p.m.
Book transfer/internal	8:00 a.m.	8:00 p.m.

I. ACH/EFT Transactions

1. What are your bank’s cut-off times for each transfer category? Show times in business days prior to effective date for each category.

The following table includes cutoff times for day cycle, night cycle, and same-day book transfers.

Input method	Day cycle	Night cycle	Same-day book transfer (optional service)
CPU-CPU	12:00 a.m. ET for two-day settlement	9:00 p.m. ET without remake for next-day settlement	9:00 p.m. ET
PC/managed file transfer	12:00 a.m. ET for two-day settlement	9:00 p.m. ET without remake for next-day settlement	9:00 p.m. ET
Internet	9:00 p.m. ET for two-day settlement	9:00 p.m. ET for next-day settlement	7:00 p.m. ET

2. Will the City have the ability to selectively allow specified vendors to set up recurring ACH payments? Describe how these recurring ACH payments can be implemented, managed, and automatically limited. Will the City have the ability to block ACH payments to vendors?

During the implementation process, you identify recurring ACH entries that you authorize to debit your account. After your implementation is complete, you can use our online system to create additional preauthorizations, which are effective immediately or on a date you select. This provides an easy and quick way for your staff to authorize new transactions.

You have three options for setting dollar limits. Regardless of how you configure the service, when we return unauthorized transactions, we use return code R29 (Corporate Customer Advises Not Authorized).

Predetermined dollar limit

We'll pay transactions that are less than the predetermined dollar amount for each preauthorized originator; and we'll stop and report to you any transactions that exceed the predetermined dollar amount.

Dollar threshold

If a transaction amount exceeds the limit you set for a particular originator, we either report, or stop and return, the transaction depending on how you configure your service during the implementation process.

Dollar range

If a transaction is not within the range you set for each preauthorized originator, we either report, or stop and return, the transaction depending on how you configure your service during the implementation process.

Maximum number of occurrences

If a transaction exceeds a predetermined number of transactions that you preauthorize for an originator, we either report, or stop and return, the transaction depending on how you configure your service during the implementation process.

In addition, if you use our stop option within our ACH fraud service, we will block all ACH debits from posting to your account, except those you have preauthorized.

3. Will the City have the ability to change, add or delete an item after transmitting its ACH/EFT file to your bank? If yes, describe the procedures and any timing constraints. Can your bank provide an ACH/EFT warehousing capability? If so, how long is the maximum warehousing period and how long can changes still be made prior to releasing warehoused transactions?

For security purposes, Wells Fargo does not allow you to make changes to ACH transactions once you submit them to us. To modify a transaction, you must submit a deletion request and then resubmit the transaction.

You can initiate a deletion request online, or you can email or fax us a completed request form.

We must receive your delete request prior to 4:00 p.m. ET on either the day you submitted the file or two business days prior to the posting date of the transaction, whichever is later.

If you submit a deletion request after the deadline, we process the item as a reversal. You must notify the receiver of the reversal.

Only authorized users can initiate deletion requests through our secure online option. Your company administrator can restrict user access.

If you choose to use our secure email or fax option, we provide you with the required forms. You will control who has access to these forms at your office. We accept all emailed and faxed forms as long as you complete all required fields.

You can delete an individual entry from a file without delaying release of the remaining transactions.

Warehousing

Our online ACH processing systems retain future-dated ACH payments for up to 45 days.

4. Describe how your bank will provide transaction verification for files the City transmits to your bank.

Initial file verification and messaging

If you use one of our supported internet protocols, our system performs a service check on every file you transmit to us, and you can receive critical email messages about certain files. These steps verify that files comply with our system's formatting and accuracy requirements, and that we received them.

Checked items

File names

Service checks automatically rename files so that they include transaction identifications, dates, and time identifiers in the correct formats; files are also scanned for viruses.

Service checks verify that the expected headers are present, that file names do not include any prohibited characters, that extensions are correct, that names do not include prohibited extensions, and that names include the required product identifiers.

Encryption

The service check verifies that the file is encrypted with PGP, and then decrypts it. The system then rescans the file for viruses.¹ It also verifies that the expected headers are present.

¹This applies to sessions using PGP only.

Failure

If your file fails any of the above steps, we send an alert by email to inform you of the failure.

Expected events messaging

You can choose to receive critical notification when an expected event occurs or fails to occur within a timeframe you specify. Recipients can receive notification when:

- We do not receive an expected file
- We receive an unexpected file outside the timeframe you specify
- We receive a zero-byte file

System level verification

To verify accurate and secure receipt of your transactions, we have control measures within our ACH and consolidated payables transmission services.

Direct origination

When we receive your direct origination transmission, our system automatically confirms its receipt, as well as the total items and total dollars. It also generates a CNote transmittal register, which is available by email, transmission, or fax within 15 minutes of receipt of your file.

You can choose to receive transmittal registers as a report or in a data file format that you can download directly into your system for full automation of the confirmation process.

When you receive a CNote, you should:

- Verify that item count and dollar amount in your records agree with it
- Check for a message that indicates whether any problems occurred during the processing of your file

If you do not receive a CNote in a reasonable amount of time, or if your records do not agree with the information on it, contact us immediately.

We also perform a number of tests to help ensure that your files are in the correct format and that they are accurate. Our system tests each file to verify NACHA format, mandatory content, and settlement date within 90 minutes of us processing your file. If your entire file rejects, we notify you immediately by phone.

Consolidated payables transmission

With this service you receive an optional detailed ACH confirmation for your domestic and international ACH transactions.² You'll have confirmation for each ACH transaction included in your file that we successfully processed; you can use it for reconciliation, research, tracking payment status, and updating your internal systems.

As an additional security measure, you have the option of requiring secondary approval for some of — or all of — your ACH payments, whether you upload your file to our business portal or transmit your payment files directly to us. You can review, approve, modify, or delete payments at the file level or individual transaction level. In addition, you can require up to three approvers to release payments.

²An ACH confirmation indicates that ACH transactions were successfully processed by Wells Fargo and received by the ACH system, but it does not indicate final settlement. Settlement can take several days, depending on the effective date specified for the transaction and location of the receiving account.

5. What is the lead-time for establishing a new location on an ACH/EFT transaction file, including time for pre-notification?

The lead time to implement ACH services is approximately 17 business days, but varies based on the scope and complexity of the project. This lead time represents the length of time it takes to make the service available to the City; the process begins after your implementation consultant gathers all of the necessary information from you and any internal sources, and after the City has returned the required form to Wells Fargo and your relationship manager has given credit approval.

A prenotification is an optional step in the credit application process, but we recommend you submit one. If there are errors in bank or account numbers, payments can reject or your payees may not receive their payments on time. By taking this simple step, you can be confident that the receiving bank is able to process your payments correctly.

Prenotifications are generally not necessary for debit applications, as our ACH system's credit union translation feature automatically corrects entries with incorrect bank routing numbers.

6. Describe your bank's capabilities for tracking payment and/or remittance details after it releases a transaction, including whether it assigns and provide reference numbers or other tracking numbers.

When you transmit a file to us using one of our internet transmission protocols, you can receive an automatic file receipt notification by email. This notification includes a timestamp and indicates whether your file loaded successfully or failed.

You can receive email notification when we do not receive a file within a timeframe you specify, when we receive an unexpected file, or when we receive an empty file.

For additional assurance that your file was received by Wells Fargo, we also offer file acknowledgements as part of our ACH and consolidated payables transmission services.

Direct origination

Our ACH system automatically confirms the receipt of your transmission as well as the total items and total dollars. It also generates a transmittal register (CNote), which we send to you by email, transmission, or fax within 15 minutes of receipt of your file.

For greater flexibility, you can choose to receive an email or faxed report and a transmission if you would like to couple end-user reporting with an automated confirmation process.

Consolidated payables

We handle the CNote internally and notify you only if a processing issue with the ACH payment needs to be addressed.

We'll let you know by transmission, optional email, or both that your file has reached our system and has undergone initial processing for delivery to our payment systems. Choose the format: XML, ANSI X12 997 (standard EDI), or human readable report.

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgements online.

The acknowledgement* includes the following information:

- Number of payment transactions received
- Number of transactions successfully processed
- Number of transactions rejected

*Acknowledgments report on file processing only; information on clearing and settlement of payment transactions or payment completion is not provided.

7. Describe file retention and inquiry capabilities for payment and remittance details. Is it accessible on-line? How extensive a history file does your bank maintain for ACH/EFT transactions?

You can access historical information available through our single sign-on portal.

Online information reporting

We offer standard storage of seven days (and optional extended storage of 30, 60, or 90 days) for the following reports:

- ACH Origination
- ACH Return/NOC
- ACH Receive
- ACH Customer Activity

ACH Inquiry

You can search for ACH transactions that you originated within the last 180 days. For an additional charge, you can also enroll in 13 months of extended retention.

8. Describe your bank's system security, indicating any procedures that are required for specific transactions. Are files authenticated and encrypted, authenticated only or encrypted only? Describe the method used.

Initiating and tracking inquiries

Phone

Calls to your dedicated client service officer are answered during business hours. You have the option to leave a voice mail 24 hours a day, 7 days a week.

Email

You can send secure email inquiries to Client Services in one of two ways: online or by using the City's email system.

To reach us after signing on to our secure portal, use the Contact Us link to submit an inquiry. We'll reply to you through our secure platform. We work entirely within this secure platform because, for example, even if you have a general question to ask us, we'll need your account number in order to research and respond.

If the City has your own secure email process, you can use it to contact us. When we receive your email, we'll convert it to our own secure email format. Doing this means that we won't be signing on to your platform.

Online

If you subscribe to certain reports, you can readily locate them through our secure single sign-on portal and do the research without contacting a client service officer. This makes it easy for you and your staff to research ACH transactions — and more — regardless of the time of day.

Authentication methods

Phone

Treasury Management Client Services requires callers to provide three forms of identification:

- The City's business name
- The account number for the account in question
- At least one of the following:
 1. The secure portal company ID
 2. The user's secure portal user ID
 3. An additional active account number
 4. History information (such as date, dollar amount, and type of a transaction that posted recently)

For internal audit purposes, the client service officer who assists the caller records which authentication methods were used.

Email

We'll authenticate an email from the City using the same forms of identification as for phone, but with only the last four digits of the account number in question and of an additional account number.

Any time you do not provide all the required authentication items listed above, we send a secure email back to the requestor and ask for additional information before we begin to handle the request.

To read a secure email from Wells Fargo, you must be connected to the internet. You will receive secure emails in your regular email inbox, and the same security image displays each time.

Whenever we transmit sensitive or confidential text and attachments by email, we use a secure messaging system that encrypts all emails — protecting your information while it's in transit.

Online

The Wells Fargo online portal requires authentication using a company ID, user ID, and password.

9. What protection does your bank offer against the erroneous posting of ACH debits to corporate accounts?

To protect you against unauthorized transactions, we offer our ACH fraud service. You can choose from three options to protect your checking and savings accounts.

Review transactions and decide if you want them returned

With our review option, you can preauthorize ACH transactions to post to your account. We then notify you of any that are not preauthorized; you review those and notify us whether you want them paid or returned. When you tell us to return one, we create a reversing adjustment and return it as unauthorized.

You can request that we report:

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

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

Stop unauthorized transactions automatically

With our stop option, we automatically return transactions that you have not preauthorized and process all that you have preauthorized.

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount
- Stop and return all ACH credit transactions only, or ACH debit transactions only
- Stop and return ACH credit transactions or ACH debit transactions outside a predetermined dollar range

- Stop and return all ACH credit transactions or ACH debit transactions outside a specified date range
- Stop and return all ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

Monitor converted check entries

Our Echeck option helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes Echeck Post and Echeck Stop options for accounts receivable check (ARC) and back office conversion (BOC), and point-of-purchase (POP) transactions.

Echeck Post

If you use this option in conjunction with our positive pay service, you have the opportunity to see unmatched items that will post to your account, so you can decide to pay them or return them using our online Image Positive Pay service.

If you use this option with our Perfect Presentment[®] service, the ACH converted check will not be matched against your check issue records.

Echeck Stop

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

10. What audit controls or special audit features does your bank's system offer?

If you use one of our internet transmission protocols for sending your ACH file, you can receive email notification that it loaded successfully to our ACH system prior to being sent to our ACH processing area. You can also receive an alert when your file fails and can't be delivered to the ACH system.

In addition, you will soon have the option to receive critical email notification when an expected event occurs (or fails to occur) within a timeframe that you specify. For instance, you can receive an email message when we do not receive an expected file or when we receive a file that does not include any transaction information.

To further protect against lost files and duplicate transmissions, we have control measures within our ACH and consolidated payables transmission services.

ACH controls

Lost file protection

Our ACH system automatically generates a CNote transmittal register to confirm the receipt of your file. Within 15 minutes, we'll forward the CNote to you by email, transmission, or fax.

File duplication protection

Before we can release a file to our ACH warehouse, our system makes a front-end edit to compare the dollar totals and item count against a history of previous files submitted by the City within the past eight calendar days. If we find that a dollar total and item count match, we place the file into a hold status and call you to confirm whether we should delete it or process it.

Consolidated payables controls

Lost file protection

If you send a consolidated payables transmission, you can receive an optional acknowledgment for each file that you send to us. An acknowledgment notifies you that we received your file, that it is consistent with our standards, and that it has undergone initial processing for delivery to our ACH payment system.

We send your CNote directly to our consolidated payables department. If your CNote indicates a problem with processing your ACH payments, we will notify you.

File duplication protection

To help prevent duplicate payments, we offer a file checking option where we compare the total dollar value and file size of each consolidated payables file to previous files you've sent.

You also have the option of requiring secondary approval for some of — or all of — your ACH payments, whether you upload your file to our business portal or transmit your payment files directly to us. You can review, approve, modify, or delete payments at the file level — to help prevent a duplicate file from being processed — or at the individual transaction level. In addition, you can require up to three approvers to release payments.

11. Describe alternative methods of processing ACH/EFT transactions in the event the web site system is not available.

In addition to our ACH payment origination option (previously discussed), we offer the following options for transmitting your ACH transactions.

Direct origination

With our direct origination services, you send us a NACHA-formatted file that contains required ACH transaction information such as routing and transit number, account number, dollar amount, and effective date.

Consolidated payables

You can send a consolidated payables file with multiple payment types and remittance information directly from your ERP, treasury management, or accounts payables system to Wells Fargo through our consolidated payables service. We can accept almost any type of file format your system generates, including:

- ANSI X12 820
- Wells Fargo flat file (delimited or positional)
- Wells Fargo XML

- SAP IDoc – Extended Payment Order (PEXR)
- Excel CSV

You can also send a consolidated payables transmission using custom formats generated by ERP systems such as (but not limited to) SAP, Oracle, J.D. Edwards, PeopleSoft, Lawson, and Microsoft Dynamics as well by treasury workstations or treasury management systems such as (but not limited to) GTreasury, Kyriba, SunGard, and Wall Street Systems.

J. Returned items

1. Provide your bank's policies and procedures for processing returned items, both checks and ACH. Can all items (both checks and ACH) returned for insufficient or non- collected funds be automatically processed a second time? Describe how returned items, except credit card returns, may be charged back to various City accounts.

We can automatically redeposit items returned for nonsufficient funds (NSF) or uncollected funds (UCF) one time. We cannot redeposit items returned for any other reason. Our redeposit service is optional by location.

Copies of redeposited items

We can provide the depositing location or central office images of redeposited returned items online or by transmission the next business day after we receive the item.

If the City does not use our image services, you can call Treasury Management Client Services and request a mailed or emailed copy of the redeposited item.

Re-presented check service

We offer a re-presented check service (RCK) that provides an automated process for electronically re-presenting checks returned for NSF or UCF. Our Electronic Returns service converts an eligible returned check to an ACH debit. This not only increases the collection rate but also allows you to collect the funds more quickly.

Eligible checks

Per NACHA operating rules, to be eligible for check conversion, the check must:

- Contain a pre-printed serial number
- Not contain an auxiliary on-us field in the MICR line
- Be in an amount of \$2,500 or less
- Be completed and signed by the customer

Notice requirements

Per NACHA operating rules, you must provide standard notification to your customers at registers or on mailed invoices.

Number of presentments

You can re-present items twice instead of the standard one time associated with a paper check. A second re-presentation gives you an additional chance to collect on returned checks, and helps increase your collection rates.

Alternative re-presentation options are available. Options include:

- One re-presentation instead of two
- Timed re-presentments such as a specific day of the week or month

Return of entries

We process eligible returned entries according to your re-presentation instructions. We debit your account for final returns and offer reporting of the returned items through our standard returned item reporting options.

In compliance with NACHA rules, we retain images of checks that are converted into electronic return entries for seven years from the settlement date.

ACH returns

You can choose to automatically redeposit your ACH debits that are returned for nonsufficient or uncollected funds. This helps you increase the likelihood that you will collect those funds without any additional involvement by your staff.

Customize our redeposit service to meet your needs and choose to:

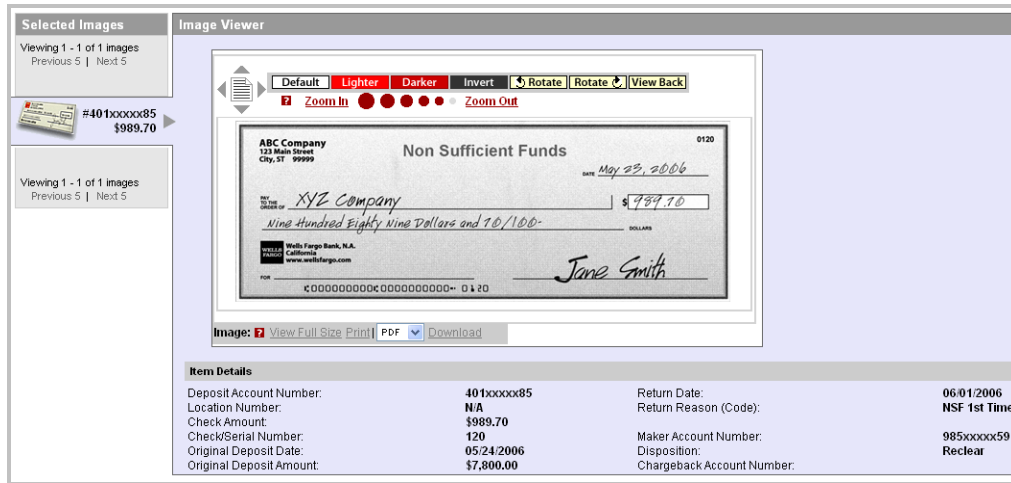
- Redeposit items once or twice
- Redeposit items within a dollar range you establish
- Delay the posting date for first and second redeposits up to nine days after the original return date
- Schedule redeposits for a specific day of the week or month

Redeposited items post to your account with all of your return activity.

You can receive notification of your redeposit items through our online reporting service, by transmission, or by fax. Please refer to the information reporting section for more specific details on our available reporting options.

2. When items are returned the second time for insufficient funds, how quickly will the City be notified? Are returned checks processed and sent out on a daily basis? Is there any electronic means for receiving notification of returned checks? If so, what information is available?

As shown in the following image, you can access images of returned items the next business day after we receive the items. Images are available for up to 180 days.



3. What is the effective date that returned items will be debited against the City's account?

We will create a settlement debit entry for all returns the same day we deliver them to the City.

K. Stop payments

Briefly explain your bank's electronic stop payment request procedures. When will a stop payment request take effect and how long will the stop payment requests remain in effect? Will your bank provide notification to the City of stop payment requests that are expiring?

Stop methods

You have two options to submit stop payment orders: through our online portal, or by electronic transmission (where you'll include information in your ARP issue file). With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we'll process them in real time. You can make a request as late as 9:00 p.m. ET and still receive same-day posting.

Online

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. You can place stop payments on a maximum of 20 checks at one time. To place a stop payment on more than 20 checks at one time, you will contact your dedicated client service officer for assistance.

By transmission

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

Effective period

Stop payments remain in effect for six months. You can individually renew a stop payment on an as-needed basis through our online system, or choose to use our automated renewal option.

The renewal option lets you:

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

L. Positive pay

Please provide a detailed discussion of your process, including:

- 1. The various daily deadlines for getting a file to the bank or manually entering an item on the bank's website, especially in order for checks issued to be on-line for the tellers; is there such a cutoff?**

Cutoff times

For receiving check information from the City

You can send check issue files, adds, deletes, cancels, voids, and manual issues 24 hours a day, 7 days a week. Our system captures your files and applies updates every 15 minutes from 9:00 a.m. to 11:00 p.m. ET.

Tellers have access to updated issue information within 30 minutes of the bank receiving your file.

For transmitting paid check files to the City

For both full and partial ARP, files are available to you Tuesday through Friday by 9:00 a.m. ET, and Saturday 10:00 a.m. ET.

- 2. Can more than one file be sent each day?**

Yes.

- 3. How would you recommend handling checks that are produced after the cut-off where employees or vendors go to a teller to cash a check?**

Our tellers have access to your positive pay check issue information, including check dollar amounts and serial numbers.

Our tellers will use your check issue information to validate checks presented for encashment*. If you use payee validation, the payee name information will also be available for use when validating checks.

*If the payee is not a Wells Fargo customer, he or she will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the City has the option to pay the check cashing fee as part of your account analysis.

We capture check issue files and update the teller system every 30 minutes throughout the business day. This helps ensure that our tellers have the most current check issue information.

When presented with an unmatched item, our tellers will make a best effort attempt to contact Treasury Management Client Services, who will contact the City to request instructions for handling the item.

To avoid problems or delays at the teller line due to missing check information, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

Teller positive pay

We know that reducing fraud is an important concern for customers like the City. That’s why we’ve focused on integrating our positive pay service with our teller system. Because we capture issue files and update the bank teller line every 30 minutes throughout the day, our tellers view the most current positive pay information available. This provides additional protection against check fraud.

Our ability to provide up-to-date information more than 50 times a day, seven days a week, distinguishes us from other banks. We capture your positive pay files every 15 minutes from 9:00 a.m. to 11:00 p.m. ET.

Payee match

Our tellers verify the payee name on the presented check matches the payee name on the issue file before cash is paid out – helping to reduce fraudulent activity associated with payee alteration.

We can match up to 120 characters of a payee name.

When presented with an unmatched item, our tellers will make a best efforts attempt to contact Treasury Management Client Services, who will contact the City to request instructions about how to handle the item.

M. Account statements

1. In what formats (hard copy, electronic file, CD-ROM, etc.) can the City chose to receive account statements? Within how many business days of month-end can the City expect to receive its monthly account statements?

You can access bank statements, account analysis statements, and ARP reports in PDF format through our online portal.

The following table lists the mailing dates and online availability of statements and optional reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
DDA statements	3 days	1 day
Full reconciliation statement and reports		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
Partial reconciliation statement		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
Positive pay, full or partial ARP, and account statement Month-end cutoff Non-month-end cutoff	6 days 4 days	4 days 4 days
CD-ROM with paid check images	11 days	NA

Wells Fargo encourages our customers to “Go Green”. As an alternative to paper, our customers can access their account analysis statement in human-readable PDF format through the banking portal. The advantage of this method over paper is that you can easily store statements on an internal system or on CD-ROM.

However, at the City’s request, we can continue to provide paper account analysis statements after implementing electronic account analysis.

We are the only financial institution that offers an online interactive analysis statement. With our interactive statement the City can trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing.

You can view the interactive statement online or download it in PDF, spreadsheet, HTML, or CSV formats.

2. Indicate how your bank differentiates items posted to City accounts. For example, wire transfers, ACH transactions, ZBA transfers, checks processed, deposit made.

Our banking and analysis statements provide the City with comprehensive account detail. Detailed information is provided by the type of transaction initiated on the account.

3. Can the bank provide full reconciliation?

Yes.

4. Can your bank provide imaging of cleared City checks, front and back? Can this be downloaded from the web site as well as be provided on CD? How long are check images available online? How long are the actual checks kept and available from the bank? At what location?

Yes. We provide images of checks, including the front and back.

Check imaging

We capture images of paid items and make them available to the City by three delivery channels: online, in an image transmission, and on a disk.

Online

You can retrieve, view, print, and download images through our online portal.

Image transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images, and related index information. Image files are available as early as 11:00 a.m. ET the day after posting. Through our secure transmission platform, you can download files into your internal archives, or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

CD or DVD

We deliver disks weekly, monthly, or semi-monthly. Disks are ready 11 business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

CD-ROMs hold up to 30,000 images (front and back) and DVDs hold up to 120,000. Images for a given day might be split between multiple disks, and the index is included on the last disk of the set. You can upload images to our viewing software, where you can customize the search and sorting options.

Image File Import

You can receive an image transmission containing checks and associated index information through our Image File Import service. We place the image files onto a secure bank archive where they are available for downloading at 12:00 p.m. ET one business day after posting.

With our image transmission option, you can choose the file format that best meets your business needs:

Archive-ready files

You can import these files into your internal or a third-party image archive. The files consist of an XML formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.

PDF files

These files are available for our customers that don't have an internal image archive but have a need to save, print, search, and store images in an

N. Account analysis statement/billing

Within how many business days after the close of the month can the City expect to receive an account analysis statement? Can the analysis statement or some other alternative be provided electronically?

Your analysis statement is available electronically on the sixth business day of the month following the close of the billing period.

We mail paper analysis statements six to eight business days after the close of the billing period.

We have the only interactive statement offered by a major financial institution. You can access your interactive Client Analysis Statements through our online portal. This information is available within two business days after the statement cycle's cutoff date.

Features and benefits of this service include:

- Easily track costs and monitor trends
- Access statement data for 12 months
- Compare current balances, activity, and charges to prior months
- Drill down to more detailed views with flexible formatting such as HTML, PDF, Excel, CSV, ANSI X12 822
- View graphic representations of analysis data trends

Trend analysis

You can monitor account summary information for the current monthly statement and compare it with the previous 12 months to spot trends in checking account activity.

O. Forged city checks

When someone to whom the City has drawn a check asserts that such check has been forged, will your bank give the City immediate credit upon completion of all forged check affidavits and documents? How and within what time frame will your bank notify the City that the credit has been applied to its account? Given that the City will be receiving images of its checks rather than the actual check, will the City still be required to provide the bank a copy of the check?

Should the City experience check fraud, we encourage you to contact your dedicated client services officer immediately for assistance. You will be asked to complete an affidavit, and this begins the investigations process. Your relationship manager, Vince Mattio, along with his relationship associate, Vanessa Donovan, will remain engaged with you during this process.

They will also work with you on implementing fraud services to reduce further risks, or recommend closing the account. In addition, provisional credit can be considered.

Please note check fraud claim processes are subject to change.

For accounts without positive pay, a flag is placed on the account for 60 days, but can be extended as needed. While monitoring your exceptions is on a daily basis, this is done on a best effort basis.

The City should continue to monitor account actively and review for daily exceptions to prevent further occurrences. The standard time frame for resolving fraud claims can be 30 to 90 days, maybe longer depending on the situation.

P. Banking supplies

Will the bank be able to provide banking supplies, such as signature plates, deposit slips, and manual check stock with & without MICR lines?

Yes. You can purchase deposit tickets and other supplies such as deposit bags, endorsement stamps, cash straps, and coin wraps through our vendor, or you can purchase them from your own supplier.

The bank does not provide signature plates and these items should be purchased through the City's vendor.

As a way to help ease the transition of changing banks, we will provide the City a **\$10,000** transition incentive credit. This credit can be applied to account analysis charges, supply orders, and implementation and setup fees. This credit will appear on the monthly account analysis statement for the first six months, or until fully utilized, beginning with the first complete statement cycle.

We will debit your account to handle fees for deposit supplies you order through our vendor.

Deposit tickets can contain an auxiliary MICR field of up to 10 digits.

IV. Interest/earnings credit rate

- A. Please provide your bank's interest rate for demand deposit accounts or Earnings Credit Rate for each month in calendar years 2015/2016. Are there any minimum balance requirements imposed by the bank to earn interest or the earnings credit? Will FDIC fees be charged by the Bank? Is there an adjustment for required reserves? Are there any other restrictions or limitations? Please describe other money market/liquidity investment options that your bank offers.**

Earnings credit rate (ECR) discussion

The City will have the option to use either a non-interest bearing account (as recommended in the following paragraphs) or an interest bearing account and can switch between the accounts as the interest rate environment changes. Your Wells Fargo team will advise the City on which accounts are most beneficial based on a number of factors, including U.S. Treasury rates, ECR, and City bank balances.

In the current interest rate environment, the City may want to keep bank balances in a non-interest bearing account. Balances maintained in the non-interest bearing account receive a monthly earnings credit which can be used to offset monthly analysis charges. The non-interest bearing accounts would receive an Earnings Credit Rate (ECR) of 0.45% (45 basis points) with a monthly settlement. The rates quoted are managed rates and will move directionally with the change in the Fed Funds rate.

If the City were to select the non-interest bearing account structure we would recommend that the City set a target balance on its deposits that will offset the account analysis charges and sweep the excess to one of the money market accounts described below under "Investment Alternatives – Wells Fargo Capital Management". Your relationship manager, Vincent Mattio, will work with you to set the target balance at a level that will most benefit the City.

If the City prefers an interest bearing account, we would establish a Government Advantage Interest Checking (GAIC) account for your monies on deposit. In the GAIC account type, you would receive an ECR of 0.40% (40 basis points) with a monthly settlement. Interest would be paid on those balances not used to offset service charges. Currently the interest rate would be set at 0.25% (25 basis points).

This account eliminates the need to sweep money to another account or money market fund and assures the City that all your bank balances are working for you. The rates quoted are managed rates and will move directionally with the change in the Fed Funds rate.

Funds in these accounts are demand deposits — not investments — that when combined with other accounts in the same legal entity, are covered by the FDIC to the maximum amount allowed. Additionally, we collateralize the funds in the account to the extent required by law.

As an alternative to a traditional sweep into the money market accounts noted above, the City will also have the ability to invest online through the online banking portal. Please see additional details on this service below under “Investment Alternatives – Wells Fargo Securities”.

ECR calculation

At the end of each month, Wells Fargo:

- Calculates your average positive collected balance and your investible balance
- Uses an ECR to determine the balance needed to offset analyzed fees
- Pays interest or charges fees to your account using the following criteria:
 - If your average positive collected balance exceeds the balance needed to offset fees, and the City utilizes a GAIC account, we pay interest on your unused balance* using a competitive interest rate.
 - If the balance needed to offset fees exceeds your average positive collected balance, you are charged for the remaining fees†

*Unused balance = Your average positive collected balance less balance needed to offset fees.

†Remaining fees = Fees less earnings credit allowance.

Recoupment fee

There is no fee for FDIC insurance. However, Wells Fargo does charge a recoupment fee to recover a portion of an assessment from the Financing Corporation (FICO). Wells Fargo is subject to this assessment (related to the savings and loan bailout) through 2017. The monthly rate may change on a quarterly basis.

We assess the fee on a monthly basis at 0.092 per \$1,000 of your positive average ledger balance for the month. Your account analysis statement will detail this fee as an individual charge. Please note, these fees can be applied to the City’s analysis statement and paid for through compensating balances.

The following table lists our ECR for the last 12 months.

Month	Non-Interest Bearing Account (Earnings Credit Rate)	Government Advantage Interest Checking Account	
		Earnings Credit Rate	Interest On Excess Balances
August 2016	0.45%	0.40%	0.25%
July 2016	0.45%	0.40%	0.25%
June 2016	0.45%	0.40%	0.25%

Month	Non-Interest Bearing Account (Earnings Credit Rate)	Government Advantage Interest Checking Account	
		Earnings Credit Rate	Interest On Excess Balances
May 2016	0.45%	0.40%	0.25%
April 2016	0.45%	0.40%	0.25%
March 2016	0.45%	0.40%	0.25%
February 2016	0.45%	0.40%	0.25%
January 2016	0.45%	0.40%	0.25%
December 2015	0.45%	0.40%	0.25%
November 2015	0.45%	0.40%	0.02%
October 2015	0.45%	0.40%	0.02%
September 2015	0.45%	0.40%	0.02%

Investment alternatives – Wells Fargo Asset Management

Wells Fargo Asset Management (WFAM) is the wholly owned institutional asset management arm of Wells Fargo. WFAM is able to provide investment solutions for institutional clients by offering mutual funds through Wells Fargo Funds®, and separate account management through our Wells Capital Management Group. One solution outlined below is a money market fund sweep, where balances are automatically swept from your operating account into a money market fund account and remain invested until the balances are needed, at which time they sweep back to the operating account.

Money Market Fund Sweep

Wells Fargo Funds is a top-ten provider of money market funds. With more than \$115 billion in money market assets, we offer the integrity, service, investment expertise, and consultative guidance that institutional investors require. Our money market funds are actively managed, with clear priority given to the preservation of capital and liquidity. Stringent controls and strict adherence to the quality, diversification, and maturity requirements of SEC Rule 2a-7 are implemented to help maintain a stable share price of \$1.00.

Wells Fargo offers three money market sweep options, each of which are AAA rated, that are outlined below. These options are next day sweep options. The share class available is the Institutional share class, which includes no 12b-1 or re-marketing fees. Money Market Fund sweeps allow for the monies to be removed from the depository account and, therefore, are not subject to FDIC charges. Additional information on sweep alternatives can be provided upon request.

- **Government Money Market Fund.** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a diversified portfolio of short-term U.S. government debt and repurchase agreements collateralized by U.S. government obligations.

- **Treasury Plus Money Market Fund.** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio that consists exclusively of high-quality, short-term money market instruments issued by the U.S. Treasury, as well as repurchase agreements collateralized with U.S. Treasury securities.
- **100% Treasury Money Market Fund.** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio that consist exclusively of high-quality, short-term money market instruments issued by the U.S. Treasury.

Investment alternatives – Wells Fargo Securities

Wells Fargo has been helping institutional clients manage their finances for more than 160 years. Wells Fargo Securities (WFS) builds on that tradition by offering investment products, services, and expertise to finance directors and business administrators for public institutions across America. We have a local, customer-focused approach to business. Therefore, our customers benefit from our in-depth knowledge of their region and unique investment needs.

The WFS investment representative who will work with the City is:

Name: Stephen Stewart

Office location: Atlanta, GA

Phone: 404-214-1660

Email: stephen.stewart@wellsfargo.com

V. City employee customer service

- A. **What will be the bank’s policy/process for allowing City employees, without accounts with the bank, to cash their payroll checks? Discuss whether there will be a charge; will they be allowed to cash checks through the drive-in; what type of ID will be required; and any other information pertinent to this issue.**

Checks drawn on Wells Fargo

We will cash — without charge — checks drawn on Wells Fargo, if the payee is a Wells Fargo customer.

We will cash — for a fee — checks drawn on Wells Fargo, if the payee is not a Wells Fargo customer. The City can arrange to pay the fee on behalf of the payee through your account analysis. Your treasury management sales consultant is happy to work with you to determine your best option for covering the check cashing fee.

Checks drawn on other banks

With the exception of some accounts, we will cash — without charge — checks drawn on other banks if the payee is a Wells Fargo customer.

Check cashing agreement

A check cashing agreement is required for checks drawn on other banks. We’ve attached a Check Cashing Service Description and Check Cashing Agreement in the Appendix-Tab L.

Requirements

We require the City to indemnify Wells Fargo for any losses we might suffer as a result of cashing checks drawn on the City's accounts with other banks, where the payee is not a Wells Fargo customer.

Fees

We charge a per-check fee for cashing checks drawn on other banks when the payee is not a Wells Fargo customer. The City can arrange to pay the fee on behalf of the payee through your account analysis.

In addition, there is a monthly charge for cashing checks drawn on other banks.

Minimizing check fraud for checks drawn on Wells Fargo

Positive pay

Our Positive Pay service identifies checks that may be fraudulent or unauthorized by matching those presented against your account to your check issue file.

Benefits of our Positive Pay service include:

- Protects against fraud by discovering unauthorized items earlier in the process
- Offers positive pay at the teller line of every Wells Fargo store
- Identifies and corrects MICR-encoding errors
- Allows for exception image viewing and downloading

Teller Positive Pay

Integrated into all of our positive pay options, Teller Positive Pay gives our tellers online access to your positive pay check issue information. This includes check dollar amounts and serial numbers for checks drawn on Wells Fargo.

Our tellers use your check issue data to validate presented checks drawn on Wells Fargo. When you combine our Positive Pay and Payee Validation services, the payee name is also available to our tellers for checks drawn on Wells Fargo.

Payee Validation

If you use our Payee Validation service for your positive pay file, and the name on your employee's validated identification matches the name on your file, we will cash the check. So long as we receive the payee information by the previous business day, we will indemnify the City against direct money losses incurred by you as a result of an unauthorized alteration of the payee's name on the check (excluding hand-written checks).

Identification requirements

If you do not use Payee Validation, we may still cash the check. The payee must enter the bank lobby to transact business. We require a fingerprint and two forms of identification.

Payment Authorization

You can use our Payment Authorization service for two main purposes:

- To prevent any check from being cashed
- To set a dollar threshold for cashing checks

B. What kinds of account packages will be available for City employees who choose to establish accounts with the bank?

Yes. We are pleased to offer the City our Wells Fargo At WorkSM program. This employee benefits program is available exclusively for business customers of Wells Fargo at no cost to the City.

Our program provides a wide-array of financial offers, including preferred benefits and discounts on a variety of deposit, credit, mortgage, and other services. Educational seminars and tools are also available to support the financial well-being of your employees.

For the City

Offered at no cost to the City, the *Wells Fargo At Work* program benefits you by:

- Enhancing your benefit program, providing an additional recruitment and retention tool
- Encouraging employee direct deposit, which can make payroll easier and less costly
- Supporting you with customized marketing support, including brochures, flyers, payroll stuffers, and more

Your dedicated *Wells Fargo At Work* relationship manager helps implement the program, and serves as a single point of contact for the City and your employees (where available).

For your employees

The *Wells Fargo At Work* program offers a valuable package¹ of accounts and services designed to fit your employees' financial needs, including (but not limited to):

- An interest-earning checking account² with many ways to avoid the monthly service fee – including direct deposit of their salaries³
- Discounts on personal check orders
- No-fee cashier's checks and personal money orders
- Benefits on mortgages⁴, loans, and lines of credit⁵
- A free thank you gift of their choice after closing a qualified home purchase or refinance loan⁶
- Transfer fee discounts on Wells Fargo ExpressSend[®] service⁷
- Free access to Wells Fargo Online[®] with Bill Pay
- Convenient access to other Wells Fargo banking accounts and services, including Wells Fargo Insurance for auto, home, life, and renters insurance, along with identity theft protection plans*

- Convenient 24 hours a day, 7 days a week access to their money – wherever they work or live – through nearly 6,200 banking locations and more than 12,000 Wells Fargo ATMs nationwide, plus Wells Fargo Phone BankSM and Wells Fargo Mobile[®] Banking⁸

Financial education

Hands on Banking[®] (handsonbanking.org) is an interactive website with smart account management tools and expert guidance that gives your employees the knowledge and skills to manage their money to its best advantage.

Online money management tools help them track spending, create a budget, establish savings goals, and monitor their progress. They can also attend complimentary on-site financial seminars conducted by Wells Fargo on various topics including savings, credit, identity theft, and more (where available and with the City permission).

Refer to the Appendix-Tab J for the Employee banking packages legal disclaimer.

VI. Additional services

- A. During the term of the contract, the City may require technical assistance from the Bank for designing and implementing new programs, accounts structures, etc. Briefly discuss how the Bank would anticipate providing and being compensated for such services to the City.**

In this section, we include information regarding additional services that you may add throughout the life of our contract with the City. Should the City wish to add a service, we'll work with you to arrive at mutually agreed upon pricing (unless already quoted on the RFP), implement that particular service, and add it to your overall relationship.

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Optional services

Payment Authorization Service

Our payment authorization services help prevent unauthorized transactions by placing dollar limits on specific transactions and by preventing the encashment of checks by individuals at the teller line.

The City can elect to place the dollar limit controls defined below on your accounts as fraud protection measures.

Maximum over-the-counter amount*

You can establish the maximum dollar amount on non-check, over-the-counter activity at Wells Fargo banking stores (such as a change order request or a gift card purchase).

Maximum check amount†

You can establish the maximum dollar amount (of up to 10 digits) authorized for any checks drawn against your account. Although the checks will post to your account, we will reverse and return any checks over that amount to the depositor or endorser marked "return to maker."

Maximum check cashing amount†

You can determine the maximum dollar amount that can be paid in cash at Wells Fargo banking stores. If the payee presents a check over that dollar amount, the teller will not cash the check, but can accept the check as a deposit to the payee's Wells Fargo account.

Checks to individuals†

You can prevent checks made payable to individuals from being cashed at Wells Fargo banking stores. If the individual presents a check to a teller for cash, the teller will not cash the check, but can accept the check as a deposit to the payee's Wells Fargo account.

*Available if the account has positive pay.

†Not available if the account has positive pay.

Wholesale lockbox

You can direct payments accompanied by an OCR-scannable coupon, and payments received with non-scannable remittance documents (such as check and invoice or check only payments) to a single lockbox at Wells Fargo for processing.

When you use our wholesale lockbox service, we'll process your payments by combining the technological advantages of high speed retail lockbox processing with the flexibility and data collection capabilities of low-volume wholesale lockbox processing.

By using a lockbox to process your payments, you can accelerate funds collection and reduce in-house processing expenses. In addition, you can meet early deposit deadlines and benefit from improved cash forecasting, including intraday availability.

Our site converts paper checks to electronic transactions, which can speed collection of returned items and can lower fraud risk and improve transaction safety (such as exposure associated with transporting checks to a local banking store).

How it works

We capture data by reading the OCR scanline of scannable coupons (you save money by reducing the number of manual keystrokes required to create your data transmission file). At the same time, we provide manual data entry for payments with non-scannable remittance documents (you receive an integrated data transmission file).

Our network

Wells Fargo is one of the largest and most established providers of lockbox services in the nation. We've been processing lockbox payments since 1948 and we've offered wholetail lockbox services since 2005.

You can choose from 18 sites strategically located across the United States. This broad coverage means your payments can arrive at our lockbox site — and we can begin processing them — a day or two sooner than if you use a more geographically distant site.

The following table shows the lockbox sites in our network.

Wholetail lockbox sites		
Atlanta	Denver	Philadelphia
Baltimore	Des Moines, Iowa	Phoenix
Boston	Los Angeles	Portland, Ore.
Charlotte, N.C.	Minneapolis	Salt Lake City
Chicago	Orlando, Fla.	San Francisco
Dallas	New York	Seattle

Site information

Based on the information you provided, we recommend you use our **Orlando, Florida** lockbox site.

Statistics

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

Lockbox location	Items	Dollars	Lockboxes	Customers
Orlando, Fla.	293,707	118,516,015	104	63

Deposit deadlines

We establish deposit deadlines, in large part, to meet local clearinghouse deadlines. The table below lists our deadlines by site, and the City can choose the time that best meets your internal balance reporting or transmission requirements.

We include payments we receive after your established deadline (including any payments we process during the weekend or on a holiday), in the following business day's work.

Lockbox site	Deposit deadlines *
Orlando, Fla.	8:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m.

*All times are local.

Post office pickup schedule

The following table lists the post office pickup schedule (in local time) for your recommended site.

Holiday schedules vary by location. During the implementation phase of this project, we'll provide you with the holiday schedule for the location or locations you select.

Post office location	Weekdays	Saturday	Sunday
Orlando, Fla. Orlando Post Office	AM 1:00, 6:30, 9:00 PM 3:30	AM 3:00 PM 3:30	AM 1:00 PM 3:30

Image options

When you use our image service, you'll have less paper to store and access to the information you need to research and apply payments. You can view images of all lockbox documents, including checks, remittance documents, correspondence, and envelopes. Internet, transmission, and DVD delivery options are available.

Use the internet

Our online image service helps you resolve exceptions, identify problem accounts, and satisfy customer service needs.

Images are available within 10 minutes of your deposit deadline. As a standard, we archive images for seven years; however, we do offer shorter retention periods (90 days, one year, or two years) to customers who don't have a business need to access images for seven years.

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

[Download an image transmission file](#)

We post a daily transmission file that contains images of your lockbox checks and any corresponding documents on a secure Wells Fargo website; from there, you can download it and then archive the images internally. You can choose the frequency of when you receive your file.

[Intraday](#)

A separate image file for each batch of work we process is available within two hours of your deposit cutoff in either a zip or a PDF¹ file. To view images from a zip file, you can use either our viewing software, or your internal archive and a browser.

[Next day](#)

A consolidated zip file containing all of your images from the previous day is available by 7:00 a.m. ET the following business day. You can use your internal archive and a browser to view images.

¹Requires Adobe Acrobat Reader software.

[Receive a DVD](#)

DVDs store a large amount of data indefinitely. We'll send them to you on a regular (monthly, semi-monthly, or weekly) basis.

Reports

Lockbox reports help you track and manage your cash flow more effectively. You can view availability and detail reports online.

When you're not near your computer, you can use your smartphone to access the availability report and view deposit totals for each of your accounts.

Optional features

[Accounts receivable transmission](#)

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

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

[Multiple deposit processing](#)

Using a single lockbox, you can collect payments efficiently and cost-effectively by using multiple deposit accounts. We sort your payments by location, line of business, or other criteria that you select, and prepare separate deposits for each of your accounts.

Credit card processing

If your customers provide credit card information, we'll process their payments by keying the information into our credit card processing application. They can use any card with the Visa®, MasterCard®, American Express, or Discover logo.

During implementation, you'll provide processing instructions for handling situations such as partial payments, missing signatures, and post-dated or stale-dated checks. Any payment missing a credit card number, expiration date, or amount is declined automatically. We do not support foreign currency or recurring payments.

Exception processing

Using our online decision tool, you can submit additional processing information for payments that would normally be returned. We present images of each payment to you and give you two options:

- Accept it and enter any additional processing information (such as invoice data required to balance a transaction or entering missing required keyed data)
- Reject it and have us mail it to you

Virtual lockbox

You can scan payments, OCR coupons, and supporting documentation for payments that arrive at your location rather than in your lockbox.

Using an approved scanner, you can scan and submit transactions that have checks, invoices, coupons, and correspondence (up to 8 1/2" x 11"), and we'll process them using the same lockbox procedures currently in place for items we receive in the mail, including data entry, deposit windows, and special instructions.

You'll receive same-day ledger credit for payments we receive prior to your submission deadline that is established during the implementation process. We process transactions we receive after your deadline (including any items we process during the weekend or on a holiday) in the following business day's work.

You can scan payments with OCR coupons and submit them for processing; however, we cannot capture the data from the scanline automatically. Instead, we'll manually key defined data from the coupon or any correspondence you scan.

Electronic Commerce Services

You can automate your entire procure-to-pay cycle — or individual treasury components — with a completely electronic solution that can handle payables, receivables, and invoice management.

Our Electronic Commerce Services (ECS) can help you gain efficiencies and cost savings, improve working capital, and increase control and compliance.

Rather than implementing a system that requires expensive investments in hardware, infrastructure, and support, you can use modular technology that works with your ERP, treasury workstation, or system of record. This approach lets you invest in a comprehensive solution or start with the individual components that address your most pressing needs.

Consolidate payables

In a single file, you can send payments (along with accompanying addenda or remittance information) directly from your accounts payable system to Wells Fargo. You can also perform optional secondary approvals online after we receive your file. Once approved, we'll generate the payments and send remittance information based on your instructions.

We'll send you an acknowledgement when we initially receive your file. We can also provide you optional confirmations for domestic and international wire transfers, ACH payments, and commercial card transactions by transmission, secure email, or both. Confirmations provide information up to the point that we release payments to the clearing system.

You can include the following types of payments in your file:

- U.S. dollar and Canadian dollar paper checks
- Domestic ACH transactions (U.S. dollar)
- International ACH transactions (foreign currency)
- Domestic and international U.S. dollar wire transfers
- Foreign currency wire transfers
- International requests for transfer (SWIFT MT101 wires)
- Commercial card transactions (multiple currencies)

WellsOne Commercial Card

You can benefit from a total expense management tool that puts you in control of employee spending and accounts payable invoice payments in addition to offering greater convenience to employees for business travel needs. Through its efficient electronic workflow, our program equips purchasing staff to negotiate with vendors and reduces the costs, time, and environmental impact associated with managing disbursement expenses.

Our single card solution improves your purchasing process by letting you pay traditional accounts payable invoices by card. You can also use the card for small or large dollar purchases, travel and entertainment charges, and fleet expenses.

With our consolidated payables service, you can include commercial card transactions with multiple currency options in your consolidated payment file.

The following table shows the currency types available.

Currencies	
U.S. dollar	Indian rupee
Canadian dollar	Mexican peso
Euro	New Zealand dollar
Great Britain pound	Singapore dollar
Hong Kong dollar	Swiss franc
Australian dollar	

Consolidate receivables

Receivables Manager

You can post payments automatically when you receive an electronic payment file from Wells Fargo. This helps you accelerate payment posting while reducing the number of errors caused by manual data entry.

Your file can contain receivables data from any combination of the following payment types:

- ACH
- Wires
- Online bill payments
- Lockbox
- Remote deposit

Simplify invoicing

Invoice Manager

By automating your process, you can replace the manual sorting, filing, and retrieval of paper invoices. In addition, you can reduce paper storage costs, improve vendor relationships, capture discounts, increase visibility (for improved tracking and forecasting), and create audit trails.

Each invoice will match your contracted pricing and payment terms; your staff will no longer need to make time-consuming manual verifications. Smart functionality reduces errors, overpayments, and duplicates.

For a total payables solution, combine invoice processing with consolidated payables — and have an even more efficient electronic payment stream.

AP Control

With our AP Control service, the City can make accounts payables payments with single-use virtual card numbers. Because your vendor never has access to your commercial card account number, the City has an added level of security and control when making payments by card.

Our Supplier Analysis and Onboarding service can help you analyze your current vendor list and develop a strategy to enroll suppliers to accept card payments. Your suppliers get full support from our supplier enablement team and you get the convenience of paying your vendors by card.

How it works

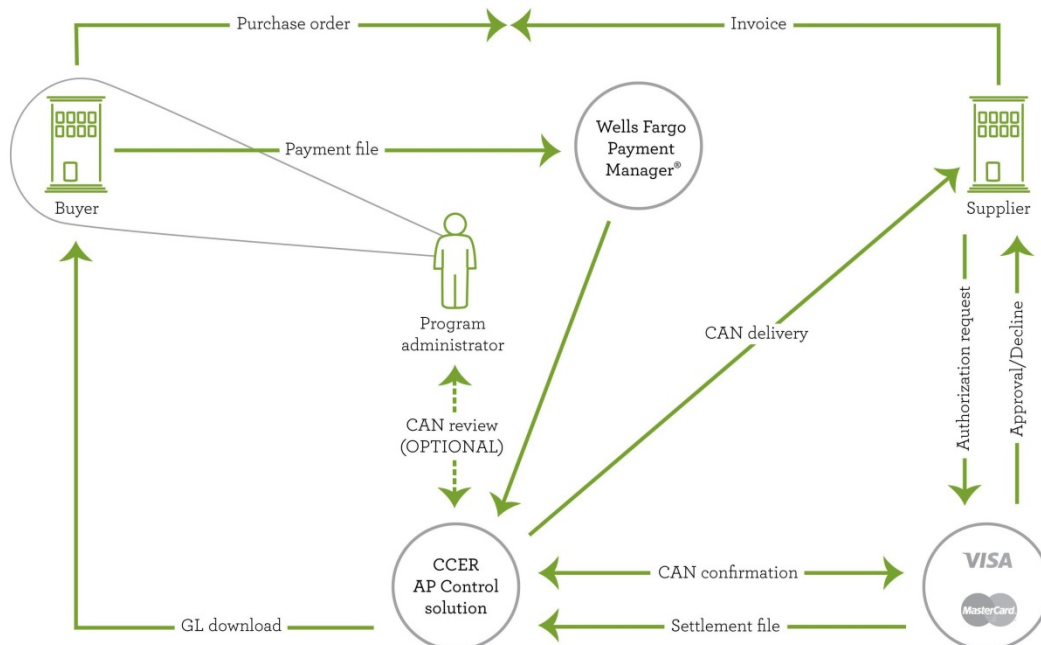
You can use our AP Control solution to make accounts payable invoice payments with the following steps:

1. You set the parameters for each payment, allowing your vendor only a specific dollar amount and timeframe for processing the payment.
2. When you authorize a payment, the service assigns a single-use account number to that payment.
3. The system generates and delivers a secure email to your vendor with the single-use account number and the transaction details.
4. Your vendor processes the card payment from the email information in the same way as their other card processing.

The single-use solution maintains your unique payment identification information and provides status updates within the application, allowing you to easily track and reconcile your payments.

An electronic transaction detail file is also available so you can close transactions within your back-end applications. You gain access to all settled transactions through the commercial card reporting application.

The following workflow describes how this service works:



Our AP Control tool is fully integrated into our treasury management accounts payable solution through our consolidated payables service, which lets the City send one electronic file with multiple payment types and remittance information directly from your treasury workstation, ERP, or accounts payables system to Wells Fargo.

We accept most file formats and offer several file transmission protocols. Files are processed as follows:

1. Wells Fargo separates payments by type and processes them accordingly.
2. Payments flagged as commercial card are routed automatically through our AP Control service.
3. For any other payment types included in the file, we generate payments and send remittance data based on your instructions.

Cash Flow Analysis

Our Cash Flow Analysis service offers you the core cash management functionality found in most treasury workstations without the challenges and expense of implementing new applications.

Our solution includes easy-to-use cash positioning, cash forecasting, and journal entry reconciliation — all delivered seamlessly through our single sign-on portal.

Cash Positioning

This feature helps you determine the daily cash position for the City or for a specific entity of the City. You can:

- View balances on your accounts at Wells Fargo and at other domestic and international banks at the account, entity, or company level
- Display balances in a single selected currency
- Enter anticipated transactions up to a year in advance for more accurate positioning and forecasting
- View loan information (Wells Fargo term loans and lines of credit)
- Print or export your data to spreadsheets with one click

Cash Forecasting

Use this optional feature to predict your future cash flow, manage your liquidity, and assess short-term financing or investment needs. You can:

- Define custom forecasting categories
- Generate forecasts using calculations you define
- Automatically assign actual (posted transactions) to forecasting categories based on your category rules
- Track cash flow actual for your forecast categories
- Evaluate your forecasting accuracy with our Report Card feature

Journal Entries

With this optional feature, you can automate your journal entry reconciliation by creating rules that match bank transactions to your general ledger account.

You can also export journal entries, customize your export criteria, and save your criteria for future use.

Perfect Receivables

With our Perfect Receivables® service, you can assign a unique account number for each payment originator or sender. Our service is available for both incoming ACH and wire transactions and offers several benefits to the City.

Reduces payment exceptions and lightens workload

You assign each originator or sender a unique 17-digit Wells Fargo Payment Identification Code. The first four digits of the code identify your account at Wells Fargo; the other 13 are unique to each sender. This code clearly identifies the sender, which gives you an immediate reduction in exceptions and reduces the time you and your employees spend manually tracking exceptions.

Automates your receivables posting process

You will receive one NACHA-formatted file that includes all of your incoming ACH transactions; you can use this file to automatically update your internal system. Each transaction includes the 13-digit remitter number, the dollar amount, and all associated transaction detail.

Provides consolidated settlement

We simplify your reconciliation process by posting to your account consolidated entries that match individual payment detail, and we provide the information you need to match back to specific transactions.

Helps prevent fraud

Your assigned code takes the place of your actual account number and helps keep it from being used for fraudulent activities.

Improves cash flow

The assigned code is specific to each sender, so you can reconcile payments more efficiently and move money into your account more quickly. And you don't have to spend time to correct or adjust for incorrect or incomplete payments.

E-Bill Express

E-Bill Express offers online presentment of your bills, invoices, or statements in either HTML or PDF formats, providing ease-of-use and convenience for your customers. It streamlines posting and reconciliation by delivering a detailed remittance file that includes all payment transactions and uploads directly to your ERP or financial system.

An easy-to-install, turnkey solution

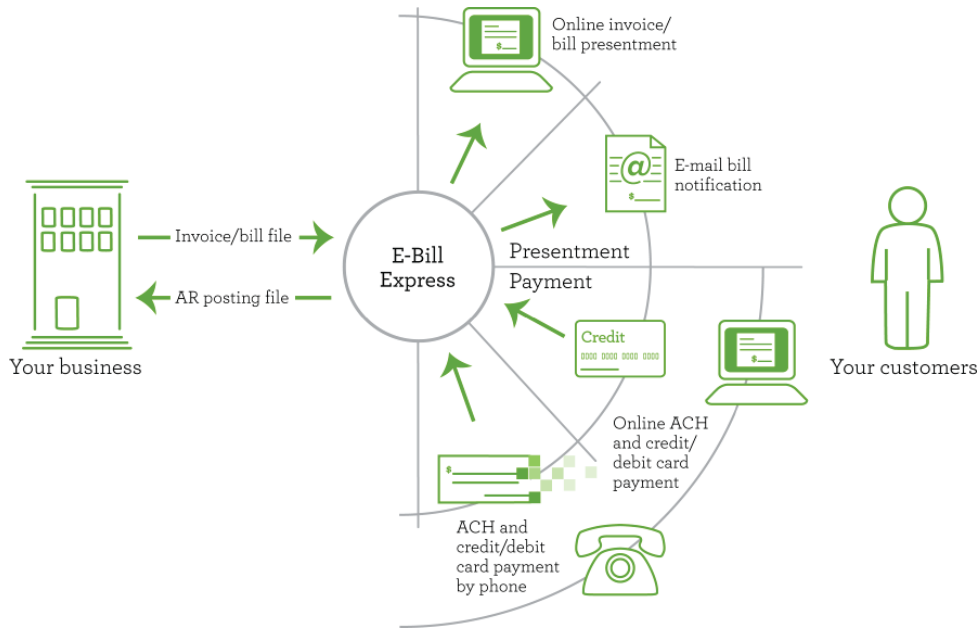
As a web-based solution, there is no expensive hardware or software investment required, and no web page development from your IT resources. Your customers can complete their entire bill-pay transaction 24 hours a day, through an easy-to-use, secure website that bears your corporate brand.

Configurations that suit your business needs

Choose the options such as payment channels, payment types, presentment options, telephone payments, and enrolled or one-time payments.

Your customers can choose to pay with credit or debit card, or ACH through the secure website or telephone customer service channel, or you can offer Integrated Voice Response (IVR) as a payment channel. E-Bill Express also offers email notification to view and pay new bills, and it sends email payment confirmation. Enrolled users can also view their online payment history.

How E-Bill Express works



Print Services

With our comprehensive print facilities the City can streamline routine mailings and improve payment processing efficiency. We offer end-to-end design, print, and mail services to handle your monthly invoices, statements, and customer communications quickly, accurately, and cost-effectively.

Send us a data file and we compose, process, and execute the required printing, inserting, addressing, postage application, and quality control. We complete the processing and mailing of your items within 48 hours of file receipt.

Design and expertise

The City can improve invoice and statement effectiveness with our expert design and data services. We'll help you create a statement design that achieves maximum customer readability and optical character recognition (OCR) processing efficiency at the lockbox.

Postage automation and savings

We perform a custom postal analysis and help the City identify ways to improve your data quality, and qualify your file for the highest presort discounts.

Our services include:

- Coding Accuracy Support System (CASS) and Presort Accuracy Validation and Evaluation (PAVE) address hygiene
- Presort first-class automation discounts for multiple page and weight statements
- Manifest metering to expedite distribution and increase postage discounts

You can pay for postage with funds from your Wells Fargo account, or use our permit and settle postage with monthly billing.

Fast, flexible inserting

Our inserters can handle standard #10s, 6x9", and flat 9x12" envelopes, and selectively insert based on the requirements indicated within your file. Additionally, our inserters fold and apply postage for optimal efficiency and automation.

Project imaging

You will have access to an indexed image file transmission for each print project you send us.

Print suppression

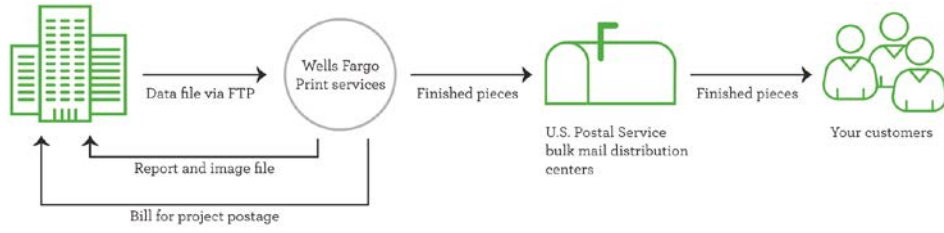
You no longer have to keep track of your customers who choose to opt out of receiving paper statements and invoices when you use our print solution in conjunction with our online bill presentment service. We'll do it for you.

Our integrated systems will communicate internally, and automatically suppress statements and invoices for your customers who prefer to not receive their information on paper.

Complete security and redundancy

Mitigate risk and support business continuity with access to multiple facilities across the U.S. located in Charlotte, North Carolina; Tempe, Arizona; and Shoreview, Minnesota. Our print sites have fully redundant connections and servers, and adhere to stringent security and disaster recovery policies so you can be confident in our handling of your sensitive data and communication needs.

How it works



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SECTION VII – PRICE PROPOSAL - Banking Service Activity Price Proposal

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
DEMAND DEPOSIT SERVICES			
FDIC EXPENSE PER 1,000	250	\$0.0767	Based on average ledger balances on a per \$1000 basis.
FDIC EXPENSE PER 1,000 ACCOUNT MAINTENANCE – MONTHLY	60,000	\$0.0767	Based on average ledger balances on a per \$1000 basis.
CHECK RESEARCH/COPY	50 10	\$10.00	Per Addendum #2 this should be 10 accounts and not 50
CHECK RETURN STATEMENT	2	\$10.00	
	2	\$5.00	DDA Paper Statement
DEPOSITS CREDITED	150	\$1.50	Deposits made via store/branch – whether over the counter or night drop
DEPOSIT CORRECTIONS	40	\$6.50	
ELECTRONIC CREDITS POSTED	360	\$0.045	
ON US ITEMS	200	\$0.05	
ON US ITEMS PRE-ENCODED	3,100	\$0.05	
CLEARINGHOUSE ITEMS	1,300	\$0.05	
CLEARINGHOUSE ITEMS PRE-ENCODED	17,000	\$0.05	
LOCAL FED/IN STATE FED ITEMS	19,000	\$0.05	
OUT OF STATE ITEMS	600	\$0.05	
OUT OF STATE ITEMS PRE-ENCODED	6,000	\$0.05	
DEPOSIT ITEMS REJECTED	2,000	Not Applicable	
ITEMS PAID	1,600	\$0.09	
ELECTRONIC DEBITS POSTED	130	\$0.045	
ZERO BALANCE SERVICES			
ZBA MASTER ACCOUNT	2	\$10.00	
ZBA SUB ACCOUNT	4	\$5.00	
RETURNED CHECK SERVICES			
RETURNED ITEMS	170	\$1.25	
RETURN ITEMS-REPRESENTED	250	\$0.75	
RETURN ITEMS-SPECIAL ADDRESS	420	No Charge	Return Item Special Instructions – Per Item
BRANCH/NIGHT DEPOSITORY SERVICES			
BRANCH CURR ORD/STRAP	5	See other basis column	Please note Wells Fargo charges on a per \$1 basis for currency orders – this fee is \$0.0015 per \$1 ordered in currency via the stores/branches.
BRANCH COIN ORDER/ROLL	100	\$0.25	
CASH VAULT SERVICES			
CASH VLT MONTHLY MAINT 2-9 LOC	1	No Charge	
CASH VAULT DEPOSITS	250	\$1.10	
CASH VLT SPECIAL HANDLING FEE	1	Not applicable	
VLT DEPOSIT ERROR	40	\$6.50	

Description	Current Average Monthly Volume	Charge	Required (if other than Per Item)
VLT COIN DEPOSIT MIX BAG	85	\$3.50	This is the fee for mixed bags counted – please refer to the additional pricing pages for standard bags and subject to count deposits.
		Per Item	Other Basis
CONTROLLED DISBURSEMENT SERVICES			
CONTROL DISB'T/LIST POST MAINT	2	\$25.00	Partial Recon Account Maintenance – Required to provide a paid check file / report.
CONTROLLED PAYMENT SERVICES			
CONTROLLED PAYMENT MONTH MAINT	1	\$75.00	
CONTROL PAYMENT CHECKS PAID	1,400	\$0.09	
CONTROLLED PAYMENT MISMATCHES	30	Not Applicable	
CONTROL PAYMENT ISSUES-BANK CREATED	10	Not Applicable	
CPR AUTO D/T TO BANK/TRAN	15	Not Applicable	
CPR AUTO D/T TO BANK/RCRD	2,000	0.02	Partial Recon – Output – Transmission – Per item
CPR RETURNED ITEM	3	Not Applicable	
ARP SERVICES			
PARTIAL RECON-BASE FEE	5	\$25.00	
PARTIAL RECON-ITEM CHARGE	1,700	\$0.04	
DEPOSIT RECON-BASE FEE	1	\$25.00	
DEPOSIT RECON-ITEM CHARGE	200	\$0.04	
CHECK STORAGE – BASE FEE	1	\$20.00	CD ROM Maintenance
DISBURSEMENT IMAGE SERVICES			
CD-ROM PAID ITEMS CD	5	\$20.00	CD ROM Per CD
CD ROM IMAGES PER ITEM	3,000	\$0.03	
ACH SERVICES			
ACH MONTHLY MAINTENANCE	3	\$20.00	ACH Maintenance whether for direct transmission, or for files originated via CEO
ACH FILE TRANSMISSIONS, SELF	55	\$4.50	Per direct transmission or file released via CEO ACH payments
CONSUMER PPD DEBITS ORIGINATED	11,000	\$0.05	This is for two or one day ACH items originated. Same day items will be charged at \$0.08 per item.
CONSUMER PPD CREDITS ORIGINATED	7,000	\$0.05	This is for two or one day ACH items originated. Same day items will be charged at \$0.08 per item.
CORP CREDITS ORIG CCD, CCD+CTX	200	\$0.05	This is for two or one day ACH items originated. Same day items will be charged at \$0.08 per item. Addenda records accompanying CCD or CTX transactions will be charged at \$0.015 per addenda record
WEB DEBITS ORIGINATED	12,000	\$0.05	This is for two or one day ACH items originated. Same day items will be charged at \$0.08 per item.
ACH DELETIONS – ITEM	20	\$10.00	

ACH REVERSALS – ITEM	10	\$10.00	
ACH MAILED REPORT	2	Not Applicable	ACH Reporting available online via CEO
ACH RETURN ITEM	250	\$1.00	
ACH NOC ITEM	350	\$1.00	
ACH REVERSAL BATCH OR FILE	1	\$10.00	
ACH FRAUD CONTROL			
AFC FRAUD CONTRL MONTHLY MAINT	5	\$10.00	
AFC DEBIT FILTER-BLOCK SETUP	1	No Charge	
WIRE TRSF MONTHLY MAINT/ACCT	8	No Charge	
ONLINE REPET WIRE OUT	10	\$4.00	Domestic Wire out – via CEO
ONLINE NON-REP WIRE OUT	20	\$4.00	Domestic Wire out – via CEO
Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
WIRE TRANSFER SERVICES			
WIRE TRSF MONTHLY MAINT/ACCT	8	No Charge	
ONLINE REPET WIRE OUT	10	\$4.00	Domestic Wire out – via CEO
ONLINE NON-REP WIRE OUT	20	\$4.00	Domestic Wire out – via CEO
W/T INTERNAL NON-REP ONLINE WIRE	1	\$0.50	Quoted as actual domestic wire out. If this is instead a book transfer between City accounts, it will be charged at \$0.50 per book transfer.
W/T INCOMING	5	\$4.00	Incoming domestic wire
INTERNAL WIRE TRANSFER	1	\$0.045	Book Transfer Credit – Charged as an electronic credits posted
ONLINE TREASURY SERVICE			
INITIAL ACCT SETUP FEE	50	No Charge	There is no implementation fee for CEO
INFO RPTG MAINTENANCE FEE	2	Not Applicable	CEO Previous Day Reporting – Per Account
PD SERVICE/PER MONTH	2	Not Applicable	CEO Previous Day Reporting – Per Account
PD ACCT MAINT/PER ACCT	50 10	7.50	CEO Previous Day Reporting – Per Account - Per Addendum #2 this should be 10 accounts and not 50
PD DETAIL/PER ITEM	5,000	002	CEO – Previous Day Subscription – Per Item Loaded
SD SERVICE/PER MONTH	1	Not Applicable	CEO Intraday Subscription – Monthly Base
SD ACCT MAINT/PER ACCT	1	7.50	CEO Intraday Subscription – Monthly Base
SD DETAIL/PER ITEM	1,300	0.02	CEO Intraday Subscription – Per item viewed
SPECIAL RPT SERVICE/PER MONTH	2	No Charge	CEO EDI Payment Detail Subscription Monthly Base
ACH-EDI REPORT/PER DAY	45	No Charge	CEO EDI Payment Detail Subscription Per Item
CAR REPORT/PER DAY	25	No Charge	CEO ACH Subscription – Per Account / Per item
CPR REPORT/PER DAY	25	No Charge	CEO ACH Return Subscription – Per Account / Per item
STOP SERVICE/PER MONTH	2	No Charge	
STOP PAYMENT/PER STOP	5	\$10.00	
ACH SERVICE/PER MONTH	2	\$20.00	ACH Maintenance whether for direct

			transmission, or for files originated via CEO
ACCT TRANSFER/PER TRANSFER	20	\$0.50	Book Transfers – Between City owned accounts
WIRE SERVICE/PER MONTH	2	No Charge	CEO Wire Transfer Detail US Account Monthly Base
IMAGE ITEM RETRIEVAL/PER IMAGE	20	\$0.10	Per Image viewed – whether < or > 90 days
INVESTMENT SWEEP ACCOUNT SERVICES			
AUTOMATED INVEST SWEEP ACCT MONTHLY REPORT FEE	5	\$150.00	Per Month / Per Account
	5	No Charge	
CREDIT CARD PROCESSING SERVICES			
DISCOUNT RATE TO PROCESS C/C TRANSACTIONS		*	*Please refer to separate merchant services pricing schedule
COST OF C/C SUPPLIES & EQUIPMENT		*	*Please refer to separate merchant services pricing schedule
BANKING SOFTWARE SETUP CHARGES		*	*Please refer to separate merchant services pricing schedule
MONTHLY SOFTWARE USAGE FEE		*	*Please refer to separate merchant services pricing schedule
IMPLEMENTATION FEE		*	*Please refer to separate merchant services pricing schedule
TRANSACTION FEE		*	Please refer to separate merchant services pricing schedule
LATE PAYMENT FEE		*	*Please refer to separate merchant services pricing schedule
ANNUAL MEMBERSHIP FEE		*	*Please refer to separate merchant services pricing schedule
CASH ADVANCE FEE		*	*Please refer to separate merchant services pricing schedule
OTHER TRANSACTION FEES (LIST SEPARATELY)		*	*Please refer to separate merchant services pricing schedule
Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
CUSTODIAN SERVICES			
ACCOUNT MAINTENANCE – MONTHLY	5		Please refer to separate custodian services pricing schedule
DTC/Book/Wireable Transactions			
Purchases	2		Please refer to separate custodian services pricing schedule
Sales	2		Please refer to separate custodian services pricing schedule
Principal Paydowns	2		Please refer to separate custodian services pricing schedule
MONTHLY INTEREST PAYMENTS RECEIVED	1		Please refer to separate custodian services pricing schedule
SECURITY Safekeeping	12		Please refer to separate custodian services pricing schedule
ARMORED CAR SERVICES(IF AVAILABLE)			
PER LOCATION PICKUP FEE	65 Pickups		Not applicable – courier contract will need to be between City and the armored courier provider.

Additional Pricing Pages		
General Account Services		
Supplies - We will provide a one-time \$10,000.00 analysis credit to be used for supplies.		At Cost
Client Analysis Statement - Paper		No Charge
Official Bank Check	\$	10.00
Payment Authorization Service - Per Account	\$	10.00
Check Cashing Threshold Monthly Base		No Charge
Over The Counter Debit Block Monthly Base		No Charge
Checks Paid to Individuals Block - Monthly Base		No Charge
Subaccount Maintenance	\$	5.00
Subaccount Statement - Paper	\$	5.00
Bank Audit Confirmation		No Charge
General ACH Services		
ACH CEO Fraud Filter Review - Monthly Base	\$	10.00
ACH CEO Fraud Filter Stop - Monthly Base	\$	10.00
ACH CEO Fraud Filter Stop or Review - Item	\$	5.00
ACH Transmission (this charge applies to files sent via direct transmission, CEO (file release), or Payment Manager)	\$	10.00
ACH Unauthorized Return	\$	5.00
ACH Exception Process Duplicate File	\$	15.00
ACH Same Day Transactions (on us or off us)	\$	0.08
ACH Originated Addenda	\$	0.015
ACH Delete	\$	10.00
ACH Reversal	\$	10.00
ACH Special Investigation	\$	35.00
Paper Disbursement Services		
CEO Check Issue Input - Item - via CEO	\$	0.02
ARP - Optional Reports		No Charge
ARP Output - Transmission	\$	15.00
ARP - Outgoing Transmission - Per Item		No Charge
ARP Statements and Reports (CSV/EXCEL) Base	\$	30.00
ARP Statements & Reports (CSV/EXCEL) / Item	\$	0.02
ARP Aged Issue Records on File - Per Item		No Charge
ARP Item Paid no Issue Info - Item		No Charge
Positive Pay Exception Image Viewed	\$	0.10
POSITIVE PAY MONTHLY BASE (Provided at no charge for accounts charge for Recon services such as Partial or Full Reconciliation)		No charge for accounts on recon services
POSITIVE PAY ONLY MONTHLY BASE (service provided for non-Recon accounts)	\$	25.00
POSITIVE PAY ONLY - ITEM (service provided for non-Recon accounts)	\$	0.05
Positive Pay Check Verification - Phone Call	\$	10.00
Positive Pay Exception Checks Returned	\$	10.00

Positive Pay Exception		No Charge
Positive Pay Payee Validation - Per Item		\$ 0.02
Positive Pay Checks with No Issue Record - Per exception		\$ 0.50
Stop Payment - Manual (Telephone)		\$ 20.00
Stop Payment - Auto Renewal		No Charge
MICR REJECTS OVER 2%		\$ 2.00
MICR REJECTS>1% THRU 2%		\$ 1.00
MICR REJECTS<1%		No Charge
DDA Checks Paid		\$ 0.15
Controlled Disbursement Account Maintenance with CXSTR		\$ 75.00
Controlled Disbursement - Checks Paid		\$ 0.09
CEO Controlled Disbursement Subscription - Monthly Base		No Charge
Depository Services		
Post Verify Deposit (Branch) - Per Deposit		\$ 1.50
Post Verify Cash Deposited - Per \$1 cash processed		\$ 0.0015
Branch/Night Drop - Per Deposit		\$ 1.50
Coin bag deposited via store		\$ 5.00
Cash Deposited in Branch - Per \$1 cash processed		\$ 0.0022
Currency ordered via Branch - Per \$1 currency ordered		\$ 0.0015
Deposit adjustments – Branch (over the counter or night drop)		\$ 6.5000
Per Change order fee at Vault (touch tone or CEO)		\$ 2.00
Per Change order via Vault		\$ 3.50
Rolled Coin ordered via Vault (per roll)		\$ 0.12
Cash Vault - Currency ordered Standard (per \$1)		\$ 0.0013
Cash Vault - Currency ordered - non standard		\$ 0.0016
Cash Vault Monthly Base		No Charge
Cash Vault Deposits - Subject to count		\$ 8.00
Cash Vault - Coin Bag Deposited - Standard Full Bag		\$ 3.50
Cash Vault - Coin Bag Deposited - Standard Half Bag		\$ 3.50
Miscellaneous Credits Posted		\$ 1.00
Cash Vault Transaction Recap Report - Email		\$ 15.00
Cash Vault Deposit Report - Email		\$ 15.00
Cash Vault Adjustment Report - Email		\$ 15.00
Cash Vault Change Order Report - Email		\$ 15.00
Cash Vault Order Report - Fax - Per Month		\$ 50.00
Deposited Check - Canadian		\$ 3.50
Deposited Check Foreign		\$ 3.00
Cash Letter Foreign Deposit - Per Deposit		\$ 3.00
Foreign Checks Returned		\$ 15.00

Return Item Services		
Return Item Image Viewed		\$ 0.10
Return Item Duplicate Advice		No Charge
Return Item Special Instructions - Monthly Base (per account)		No Charge
Return Item Special Instructions - Per item		No Charge
Information Reporting Services		
CEO Event Messaging - Email		No Charge
CEO Event Messaging - Fax		\$ 3.00
CEO Event Messaging -Text		\$ 1.00
Direct Transmission BAI - Per Account (standard BAI)		\$ 75.00
Direct Transmission BAI - Per Item (standard BAI)		\$ 0.10
Cash Positioning - Per Account / Per Month		\$ 20.00
Cash Forecasting and GL reconciliation - Optional - Per CEO ID		\$ 250.00
Image File Import - Per Product (i.e., checks paid, deposits, returns, etc.) - there is no per account fee.		\$ 200.00
Image File Import - Per Item		\$ 0.02
CEO EDI Payment Detail - Item		No Charge
CEO EDI Payment Detail Subscription Monthly Base		No Charge
Electronic Banking window Extended Storage - 120 days - Per Item		\$ 0.03
Wire Transfer Services		
Wire Security Pin Monthly Base		No Charge
CEO Wire Transfer Detail US - Account Per Item		No Charge
CEO Wire Transfer Detail US - Account Monthly Base		No Charge
Wire In Phone Advice		\$ 10.00
Wire Out - Domestic - Branch		\$ 30.00
Wire Outgoing International USD - CEO		\$ 12.00
Wire In Repair Surcharge		\$ 9.00
Wire Out Repair Surcharge		\$ 9.00
Wire In - International - USD or FX		\$ 8.00
Wire Interbank Clearing Fee		\$ 20.00
Wire Investigation		\$ 35.00
Outgoing Wire Returned		\$ 55.00
Wire Template Storage Monthly Base		No Charge
Wire Book Transfer - Branch		\$ 15.00

Services utilized but not listed will be charged and appear on the City's monthly analysis statement. It is the City's responsibility to review their monthly analysis statement and notify their Wells Fargo representative of any discrepancies on a timely basis.

Refer to the executed Secretary's Certificate, which has been signed and notarized, in the Forms section of the proposal response.

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Bank Safekeeping Fee Schedule

Wells Fargo Securities customers have the option of selecting Wells Fargo Bank, N.A. for safekeeping services. The following fee schedule applies to safekeeping services provided by Wells Fargo Bank, N.A.

Bank safekeeping

Monthly Account Maintenance.....\$50.00

Monthly Security Holdings per CUSIP

Asset and Mortgage-Backed Securities.....\$8.00

All Other Security Types.....\$2.00

Security Pledges

(Initiating, Substituting, and Releasing Securities)

.....\$30.00

Wires.....\$30.00

Third Party Trade Clearing*

Receiving or Delivering a Security.....\$50.00

Physical Securities Registration/Clearance..... \$500.00

Minimum Annual Fee

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

For more information

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

Discounts and payment options

All new accounts benefit from waived fees for the first two months. Other discounting or exception pricing may apply.

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

- ACH
- Custody or Safekeeping Account Debit
- WFBNA Account Analysis Charge

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

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

The fee schedule is effective 10/01/15.

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

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



Brokerage Custody Safekeeping Fee Schedule

Wells Fargo Securities customers have the option of selecting a brokerage custody account. The following standard fee schedule applies to brokerage custody account services.

Monthly Account Maintenance* \$50

Monthly Security Holdings per CUSIP

Asset and Mortgage-Backed Securities\$8

All Other Security Types.....\$2

Security Pledges

(Initiating, Substituting, and Releasing Securities)\$30

Wires..... \$30

Third Party Security Delivery**

Receiving or Delivering a Security..... \$50

Physical Securities Registration/Clearance.....\$500

Miscellaneous Services

Additional fees may be charged for any additional out of pocket expenses.

Discounts and payment options

All new custody and safekeeping accounts benefit from waived custody or safekeeping fees for the first two months. Other discounting or exception pricing may apply.

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

- ACH
- Custody or Safekeeping Account Debit
- WFBNA Account Analysis Charge

*Applies to accounts with low trading activity

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

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

The fee schedule is effective 04/01/15.

For more information

Your dedicated Wells Fargo investment representative is available to answer other questions you may have.

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

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



Legal review comments

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with City of Gainesville in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to the City of Gainesville's contractual requirements or to bind Wells Fargo to City of Gainesville's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Pg. 7_V. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

The disclosure requested is broad, and, at any given time, an organization the size of Wells Fargo may be involved in legal proceedings, some or all of which may be confidential in nature. To the extent any litigation is required to be reported, it is disclosed in Wells Fargo & Company's SEC filings and is a matter of public record. At this time, and to the best knowledge of the Wells Fargo representatives preparing this response, Wells Fargo has not been involved in any legal actions within the past five years that would have a material adverse impact on Wells Fargo's ability to provide the services requested in this RFP

Pg. 7_X. Art in Public Places

Wells Fargo does not believe this ordinance would have any application to a banking services contract.

Pg. 13_4. Indemnification

Wells Fargo will provide an appropriate indemnity for claims and losses directly resulting from the negligence or willful misconduct of its officers, directors, employees, agents, subcontractors and assigns in connection with providing the services contemplated under the RFP. Wells Fargo believes that each party should be responsible to the other party for claims and losses directly resulting from the negligent or intentional acts and omissions of their respective officers, directors, employees, agents and assigns taking into consideration the principles of comparative fault. Further, Wells Fargo believes that neither party should be responsible for any indirect, special, consequential or punitive damages. We understand the importance of this requirement and, upon the award of business to Wells Fargo, will discuss and negotiate the indemnity based on the parameters set forth herein.

Pg. 14_7. Term

At the completion of the initial five (5) year contract, commencing on October 1, 2017, Wells Fargo may, at its option, negotiate and extend the contract for one (1) additional five (5) year period upon mutual agreement of both parties.

Pg. 14_9. Applicable Law

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with applicable federal law and the laws of the State of Florida. Venue will be in the state or federal courts of or for Alachua County, Florida.

Pg. 14_Joint Bidding/Cooperative Purchasing Agreement

Wells Fargo reserves the right to offer a piggyback option, at its sole discretion, as long as volumes and services are consistent with those of the City of Gainesville.

Pg. 42_Exhibit F - Paragraph I.K.

Wells Fargo has formal teams in place that are dedicated to managing our ongoing business continuity efforts. Our Business Continuity Planning office oversees preparedness at an enterprise level, and each primary Wells Fargo line of business ensures preparedness at the business level.

Wells Fargo is active in industry forums whose primary objectives are to discuss and share various disaster recovery-related best practices. Forums we are involved in include Contingency Planning & Management, Disaster Recovery Journal, Disaster Recovery International, and Payment Risk Committee, among others.

Testing

We update and test disaster recovery procedures regularly, with the frequency and timing varying by the business function or application. We test and update business unit-level procedures no less than annually, and critical enterprise-wide systems no less than semi-annually.

Critical functions

Our core processes and procedures for business continuity planning remain consistent for a wide variety of disruptions, including earthquakes, fires, floods, technical outages or in the event of a cyber-threat. If a disaster or emergency occurs, we make every attempt to restore and maintain normal service levels as soon as possible. Contingency planning, routine data backups, and business recovery are parts of each Wells Fargo disaster recovery plan. We are on call 24 hours a day, 7 days a week when responding to an incident.

Although components of our business continuity plan may vary based on the nature of an event, we have identified the main areas that are most commonly affected, and provide our general approach to each in the following paragraphs.

Systems

To minimize the severity of system interruptions, we have instituted redundancies for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted applications. Our systems reroute to a hot backup site within three minutes of issue identification.

Telecommunications and power

Wells Fargo works with multiple telecommunications and power companies to create a redundant network to minimize the likelihood of an outage. However, if an outage occurs, we take reasonable action to implement manual alternatives.

Customer data

We store customer and account data on a source system of record, and back it up in either real time or on a batch-based schedule. If a disaster occurs, your relationship manager, client service officer, and other relationship team members will have immediate access to the source system that houses your information.

In the event of a disaster, you will connect with the same Wells Fargo team members that are familiar with you and your overall relationship with Wells Fargo today.

Wells Fargo Mobile Response Unit

Our Mobile Response Unit can be dispatched to an affected area to help our customers in just a few days. The Mobile Response Unit is built on a semi-trailer truck, can be powered by self-contained generators, has private offices, a cellular data feed with satellite backup, as well as a kitchen and bathroom. In the past, our response unit has provided our customers with in-person mortgage assistance, check processing, and guidance to help with the repair and recovery process.

Backup processing

If a disaster occurs at one of our primary operations centers, we use alternate processing centers to take over day-to-day processing and support until the primary center returns to normal operating conditions. Our recovery sites are strategically dispersed across multiple locations to minimize potential disruption within a specific geographic region. These sites are fully staffed, are operational, and use redundant systems to help provide a smooth transition from the primary to the alternate site.

In most situations, we can restore primary processing within 2 to 12 hours of disaster declaration. Our recovery sites have sufficient capacity to maintain processing for an extended period.

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Addenda

- Addendum No. 1 – Issued September 1, 2016
- Addendum No. 2 – Issued September 14, 2016
- Addendum No. 3 – Issued September 15, 2016

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ADDENDUM NO. 1



Date: September 1, 2016

Bid Date: September 26, 2016
at 3:00 P.M. (Local Time)

Bid Name Request for Proposals for Banking Services

Bid No.: FADM-180000-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), September 15, 2016. Questions may be submitted as follows:

Email: holderds@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Diane Holder

2. Please find attached:

- a) Copy of the black out period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters)) distributed during mandatory pre-bid meeting.
- b) RFP in word format-Attachment A (separate attachment on Demandstar)
- c) Account Analysis statement-May 2016-Attachment B
- d) Account Analysis statement-June 2016-Attachment C
- e) Account Analysis statement-July 2016-Attachment D
- f) Purchasing Card Contract – Attachment E
- g) Merchant Processing Statements-May, 2016-Attachment F
- h) Merchant Processing Statements-June, 2016-Attachment G
- i) Merchant Processing Statements-July, 2016-Attachment H

The following are answers/clarifications to questions received:

3. Question: Can the RFP be made available in word format? We utilize the City's RFP as the foundation for our response.

Answer: See attached RFP in word format-Attachment A

4. Question: Please provide account analysis statements for the last 3 months.

Answer: See Attachments B, C, and D.

5. Question: Is the intent of the City to have a comprehensive banking services contract providing all services to both the City and Gainesville Regional Utilities?
Answer: No, this RFP is for City Banking Services only. Gainesville Regional Utilities will continue to use SunTrust for its banking services until they do their own separate RFP, probably in 2017 or 2018.
6. Question: Section VI - B indicates the city currently utilizes a third party vendor for the purchasing card program. Can you provide a copy of the existing contract and rebate schedule? And will the City consider awarding the purchasing card program to a vendor not providing comprehensive banking services?
Answer: See Attachment E. No, standalone purchasing card services are not being considered at this time.
7. Question: Does the current purchasing card contract cover both the City and Gainesville Regional Utility?
Answer: No. The City's existing purchasing card contract covers the City only.
8. Question: Will the City consider awarding a purchasing card provider separate of banking services?
Answer: Not at this time. The City is allowing banking services providers to include purchasing card services within their banking services proposals if they choose to. Purchasing card services will be evaluated if included, and the City may choose to use a purchasing card service proposed by the selected banking services provider. However, if purchasing card services are not included in a banking services proposal, there will be no negative impact on the banking services proposal, and the City will continue using its current purchasing card service provider. Also, the City reserves the right to continue using its current purchasing card service provider regardless of the banking services provider selected. The City may choose to do a separate RFP for purchasing card services at some later date.
9. Question: Please provide 3 months of merchant processing statements capturing all volume for all merchant accounts, including volume from Clover and online payments.
Answer: See Attachments F, G, and H.
10. Question: Please list the make and model of all terminals in use today. Example: Ingenico iCT250
Answer: Clover Mini (Model C300) and Clover Mobile (Model C201)
11. Question: Please list all software in use today to facilitate collection of payments. Examples: Paymentus, Click2Gov, NCourts
Answer: CSI Payment Portal, WebParcs (Parking Garage), ActiveNet (Public Works), iNovah
12. Question: Does the City currently allow card payments for parking on street and in city-owned garages? If so, please list the parking system provider. Example: Parkeon, IPS, Amano
Answer: Yes, HUB Parking is the vendor that is used.
13. Question: Will the City consider awarding the merchant services contract to a vendor not providing comprehensive banking services?
Answer: Not at this time. The City may conduct a merchant services RFP at some point in the future if we feel that it's necessary.

14. Question: Please provide the RFP in Microsoft Word format and if possible SECTION VII – PRICE PROPOSAL in either Microsoft Excel or Word
Answer: See Question #3.
15. Question: Please provide the last three months of analysis statements for ALL the accounts included in the RFP.
Answer: See Question #4.
16. Question: Page 5 states “Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company’s corporate seal to both Proposals.” – Please confirm that we are to submit the technical and price proposals as separate documents.
Answer: It is not necessary to submit separate documents.
17. Question: Please confirm whether it would be acceptable to include the City’s logo in our response.
Answer: Please do not include the City’s logo in RFP responses.
18. Question: In order to get a better understanding of the vendor payments originated by the City, would it be possible to get the District’s vendor file (see attached spreadsheet) with a 12 months of vendor data to analyze in order to provide a proposal for our solution?
Answer: The requested data report does not currently exist, and would have to be compiled. The City does not believe that it’s necessary to respond to the Banking Services RFP.
19. Question: Merchant Services – The following questions refer to our merchant Services solution
- What is the model type for their Clover devices? See Question #10.
 - Please provide 3 months of merchant statements. See Question #9.
 - Please confirm whether the merchant transactions are Card Present transitions?
Merchant transactions can be made with a card, or over the phone.
 - Please elaborate on any particular reporting requirements?
The City currently uses My Clientline - similar reporting requirements will be required.
 - Does the City charge a convenience fee?
The City doesn’t currently charge a convenience fee.
20. Question: In the past, the RFP for the City has typically included the Gainesville Regional Utilities relationship. Please confirm if this is the case as well on this RFP.
Answer: See Question #5.
21. Question: We have several brick and mortar bank branches within the City and County limits that pay local business taxes. Would this qualify for Local Preference if we provide the Tax Receipts and Zoning Compliance Permit for them?
Answer: Multiple local branches are a requirement for being considered for the City’s Banking Services, so local preference consideration will be given to all proposers who meet the RFP minimum requirements. Proposers who do not meet the minimum requirements will be disqualified.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Wells Fargo Bank, N.A.

BY:  AVP

DATE: 9/2/16

ADDENDUM NO. 2



Date: September 14, 2016

Bid Date: September 26, 2016
at 3:00 P.M. (Local Time)

Bid Name Request for Proposals for Banking Services

Bid No.: FADM-180000-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), September 15, 2016. Questions may be submitted as follows:

Email: holderds@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Diane Holder

The following are answers/clarifications to questions received:

2. Question: Who currently provides the City's courier services?
Answer: Certified Armored Service, Gainesville FL
3. Question: Please define "deposited item rejects" under the demand deposit services section of the pricing exhibit.
Answer: Primarily deposited checks that have been returned.
4. Question: Does the pricing include volumes for the City's utility department?
Answer: NO. See Addendum 1. This RFP is for City banking services only. Gainesville Regional Utility is not included in this RFP in any way whatsoever.
5. Question: Will the City share copies of recent bank analysis statements?
Answer: Provided in Addendum 1.
6. Question: Can you please clarify the current average monthly volume of accounts? Section VII – Price Proposal reflects 50 accounts, however, Under Section VI – Technical Specifications, it states "The City currently has 10 active accounts."
Answer: The City has 10 active accounts. Section VII - Price Proposal number is an error.

7. Question: The City has indicated they shall employ the successful proposer for Custodian Services as well. Does that mean the City only consider those financial institutions that can provide both banking services and Custodian/Safe keeping services or is it possible to award both services separately?
Answer: The City wants its banking services provider to also provide custodian/safe keeping services. The City will not award those services separately, and the City will only consider financial institutions that can provide both services.
8. Question: Where we are asked for a copy of our certified annual financial report and most recent 10-Q report, would it be acceptable to provide a link to this information?
Answer: Yes.
9. Question: What are the City's goals for your purchasing card program? Expansion with more cards? Add more/different types of suppliers?
Answer: The City does not have specific expansion goals for its purchasing card program, but is willing to consider expanding the program where it makes sense.
10. Question: Does the City have an account manager working with you at your current provider?
Answer: We have numerous contacts in different areas, as well as a main institutional banking contact.
11. Question: What features/functionality of an online reporting system are important to the City?
Answer: The City is interested in industry standard reporting features and functionality. Wire Input & Reporting, Account Transfers, Transaction Search & Reporting, Stop Payments Input, Controlled Disbursement, Check Lookup, Daily & Multi-Day Balance Reporting, Credit Card Payment Reporting, Deposit Reporting, ACH/EDI/CAR Reporting.
12. Question: Does the City have an interest in an e-payables program in addition to purchasing card services?
We note you pay 150 vendors weekly via ACH and 5-15 vendors paid weekly using checks.
Answer: Yes, possibly.
13. Question: Would you be able to forward a MS Excel version of your vendor file complete with full name, street address, city, state, zip code, yearly amount paid and type of payment?
Answer: No. This information is not necessary for responding to this RFP.
14. Question: On the Merchant section of the RFP - Does the City have the ability or want to accept cards via online? If the City already does, what gateway are you currently using?
Answer: Yes, the City accepts credit cards & echecks via online. We use CSI Collector Solutions.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Wells Fargo Bank, N.A.
BY: ~~2 A [signature]~~, AVP
DATE: 9/15/16

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ADDENDUM NO. 3

Date: September 15, 2016

Bid Date: September 26, 2016
at 3:00 P.M. (Local Time)

Bid Name Request for Proposals for Banking Services

Bid No.: FADM-180000-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

The following are answers/clarifications to questions received:

1. Question: Please clarify if clearing house deposited items are check deposits.
Answer: Clearing house deposited items are ACH deposits.
2. Question: Is the City using image cash letter?
Answer: The City doesn't use image cash letter, but may consider it.
3. Question: Please explain the web originated items under the ACH section of the pricing exhibit.
Answer: We originated items are payments made to the City online – business taxes, parking citations, parking decals, landlord licenses, building permits, etc.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Wells Fargo Bank, N.A.

BY: [Signature] AVP

DATE: 9/20/16

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Forms

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Wells Fargo Bank, N.A.

(Name of Business)

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

2 A [Signature], AVP
Bidder's Signature
8/17/2016
Date

ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;

- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

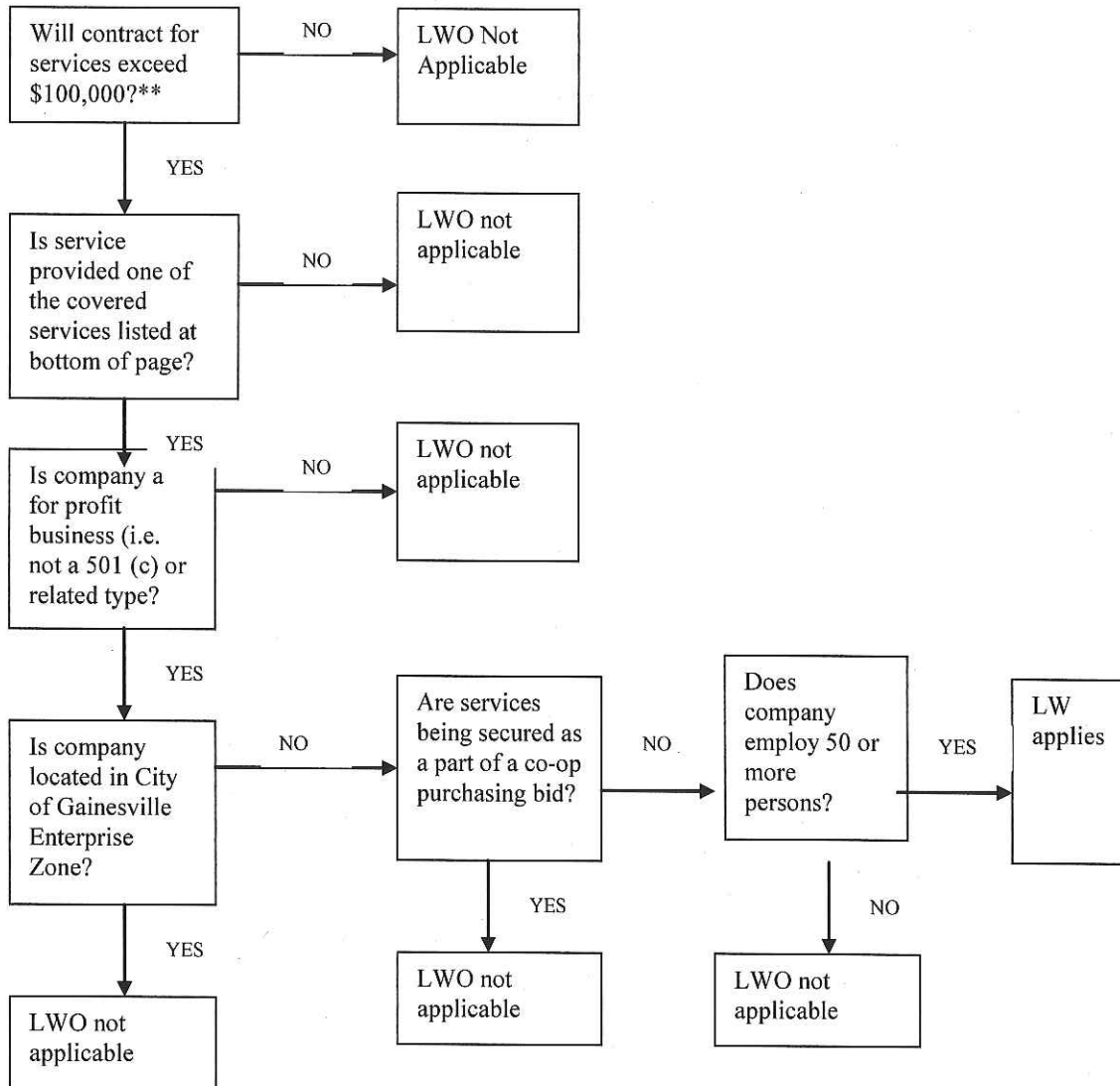
The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

2 A [Signature], AVP
8/17/2016

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



*Covered Services: food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
 **Total value of contract.

AVP
 8/17/16

LIVING WAGE COMPLIANCE
See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply
(check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.

- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for _____ a living wage of \$ _____ per hour to covered employees who receive Health Benefits from the undersigned employer and \$ _____ per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
\$ _____ (Amount of Contract)

Signature:  Date: 8/17/16
Printed Name: Vincent Mattio
Title: Relationship Manager, AVP

* Note: Living wage Ordinance does not apply.

PROPOSAL RESPONSE FORM – SIGNATURE PAGE
(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: Banking Services

RFP/RFQ#: FADM - 180000 - DH

RFP/RFQ DUE DATE: 9/26/2016

Proposer's Legal Name: Wells Fargo Bank, N.A.

Proposer's Alias/DBA:

Proposer's Address: 100 South Ashley Dr, #820
Tampa, FL 33602

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: Vincent Mattio

Telephone Number 813-225-6539

Date: 8/17/16

Fax Number 813-225-4450

Email address vincent.mattio@wellsfargo.com

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s 1, 2, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

SERVICE-DISABLED VETERANS' BUSINESS (check one)

Is your business certified as a service-disabled veterans' business? YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply (check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

ATTEST:

(CORPORATE SEAL)
PROPOSER:



Signature
By: Vincent Mattio

Title: Relationship Manager, AVP

Signature
By: _____

Title: _____

↑
* Please see the next two pages called "Secretary's Certificate"

SECRETARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Linda Yang, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on November 25, 2003, as amended, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate.

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

FURTHER RESOLVED, that for the purposes of these resolutions, "Executive Officer" shall mean any person specifically designated as an Executive Officer of the Bank by resolution of the Board of Directors, and "Signing Officer" shall mean the Chairman of the Board, the President, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

* * *

C. Signing Officers

FURTHER RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

[Service Contracts]

15. Agreements and proposals to provide services to or receive services from third parties.

* * *

FURTHER RESOLVED, that for purposes of the foregoing resolutions, the signing authority of a Senior Managing Director shall be equivalent to that of

an Executive Vice President, the signing authority of a Managing Director shall be equivalent to that of a Senior Vice President, the signing authority of a Director shall be equivalent to that of a Vice President, and the signing authority of an Associate shall be equivalent to that of an Assistant Vice President.

* * *

FURTHER RESOLVED, that for purposes of the foregoing resolutions, the signing authority of a Senior Managing Director shall be equivalent to that of an Executive Vice President, the signing authority of a Managing Director shall be equivalent to that of a Senior Vice President, the signing authority of a Director shall be equivalent to that of a Vice President, and the signing authority of an Associate shall be equivalent to that of an Assistant Vice President.

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that his correct title appears beside his name, and that on said date he was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
Vincent Mattio	Assistant Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 28th day of April, 2015.



Rinda Yang
Assistant Secretary

* * * Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]

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Appendix

Tab A – GIB Municipal Advisor RFP Disclosure

Tab B – State of Florida-Qualified Public Depository

Tab C – *WellsOne* Commercial Card

Tab D – Wells Fargo Merchant Services

Tab E – Wells Fargo Securities, LLC (WFS)

Tab F – Business tax receipts

Tab G – Enterprise Information Security (EIS) Overview

Tab H – Deposit preparation requirements and procedures

Tab I – Availability schedules

Tab J – Employee banking packages legal disclaimer

Tab K – Sample statements and reports

Tab L – Legal agreements and service descriptions

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for Proposal for Banking Services dated September 26, 2016. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to City of Gainesville, Florida ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

WELLS FARGO BANK, NATIONAL ASSOCIATION
101 NORTH PHILLIPS AVENUE
SIOUX FALLS, SOUTH DAKOTA 57104

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 20th day of August, 2010.

Handwritten signature of Alex Sink in cursive script.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

Q9500000097

CT CORPORATION SYSTEM

49 Stevenson Street
Suite 900
San Francisco, CA 94105
Tel. 415 227 0763
Fax 415 227 0761

July 18, 1995

FIRST CLASS MAIL

Re: WELLS FARGO BANK N.A.
Order #: 340764

700001544917
-07/25/95--01039--011
*****35.00 *****35.00

Counsel: WELLS FARGO BANK N.A.
PUI-MEI WONG, VP/ASST SECRETARY
111 SUTTER ST MAC 0188-165
SAN FRANCISCO, CA 94163-0000

Gentlemen:

As requested by counsel, we enclose for filing Designation of Registered Agent and Registered Office for Alien Business Organization on behalf of this corporation, together with funds in payment of the required fees. This document should be filed in due course.

Evidence of the filing should be returned to this office.

If you have any questions or if for any reason the filing cannot be effected promptly, please notify this office of the details by calling our toll-free number: 1-800-227-4734.

Very truly yours,

Jonathan Porterfield
Jonathan Porterfield
Technical Specialist

JP

Enclosure(s)

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

8-2-95
FILED
1995 JUL 25 PM 12:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**DESIGNATION OF REGISTERED AGENT AND REGISTERED OFFICE FOR
ALIEN BUSINESS ORGANIZATION**

PURSUANT TO SECTION 607.0505, FLORIDA STATUTES, THE UNDERSIGNED ALIEN BUSINESS ORGANIZATION SUBMITS THE FOLLOWING STATEMENT IN ORDER TO DESIGNATE ITS REGISTERED AGENT AND REGISTERED OFFICE IN THE STATE OF FLORIDA:

1. WELLS FARGO BANK, N.A. Q9500000097
(Name of alien business organization)

2. UNITED STATES OF AMERICA
(State or country under which entity is organized)


3. 420 MONTGOMERY STREET, ATTN: CORPORATE SECRETARY, SAN FRANCISCO, CA 94163
(Principal office address)

4. 94-1347393
(Federal Employer Identification number, if applicable)


5. Name and Florida street address of registered agent.
CT CORPORATION SYSTEM
1200 South Pine Island Road
Plantation, Florida 33324

FILED
1995 JUL 25 PM 12:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

6. The street address of the registered office and the street address of the business office of the registered agent are identical.

7. 
(Signature of chairman, vice chairman, or officer)

8. MICHAEL F. O'NEILL, VICE PRESIDENT AND SENIOR COUNSEL
(Name and capacity of person signing in number 7 above)

9. Signature of registered agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of section 607.0505, Florida Statutes.
 A.W. [unclear] ASST. V.P.
(Registered agent accepting appointment) 7/18/95
(Date)

THE FILING OF THIS ALIEN BUSINESS ORGANIZATION FORM WITH THE FLORIDA DEPARTMENT OF STATE DOES NOT AUTHORIZE THE ABOVE REFERENCED ENTITY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Designation of Agent

WELLS FARGO BANK, N.A.

Filing Information

Document Number Q95000000097
FEI/EIN Number 941347393
Date Filed 07/25/1995
State OC
Status ACTIVE

Principal Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Mailing Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/07/2000

Address Changed: 09/07/2000

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

[09/07/2000 -- Reg. Agent Change](#)

View image in PDF format

[07/25/1995 -- DOCUMENTS PRIOR TO 1997](#)

View image in PDF format



Treasury Management

Proposal for City of Gainesville WellsOne® Commercial Card

8/8/2016

Please make the following form selections:

Number of days proposal valid:

Proposal Date:

Do you want to include bullet point value statements? Yes No

Customer Name:

Do you want to offer Revenue Share? Yes No

Quarterly or Annually:

Do you want to offer additional funding? Yes No

Are you offering AP Control? Yes No

Do you want to quote fees? Yes No

Are you waiving ALL recurring fees? Yes No

- Today's economy challenges us to do more with less, and the WellsOne® Commercial Card offers a comprehensive expense management solution that increases efficiency, reduces costs and unlocks working capital.
- Use one card and one platform for your employee spending, travel, general procurement, Accounts Payable disbursements, and more.
- Implement an end-to-end, electronic B2B payables solution for your company.
- Integrate data to your ERP or back-office system or view through Commercial Electronic Office (CEO) portal.
- Utilize real-time fraud monitoring and \$100,000 per card liability protection against unauthorized employee purchases.

Together we'll go far



Revenue share program:

- Revenue share is paid out on an annual basis and is calculated and applied retroactively by multiplying the applicable revenue share bps times qualified annual spend for the previous year. Revenue share will be paid via ACH into your Wells Fargo checking account at the end of the month following your yearly anniversary. Please see your rebate schedule below for more detailed information:

Qualified annual spend

Annual Volume Tiers		Charge Cycle:	Monthly	Monthly
		Days to Pay:	14	7
		Avg Trans Size:	\$250	\$250
\$0	\$1,499,999	Basis Points**:	0	0
\$1,500,000	\$2,999,999	Basis Points**:	100	105
\$3,000,000	\$9,999,999	Basis Points**:	120	125
\$10,000,000	\$19,999,999	Basis Points**:	147	152
\$20,000,000	\$29,999,999	Basis Points**:	160	165
\$30,000,000	\$39,999,999	Basis Points**:	165	170
\$40,000,000	\$49,999,999	Basis Points**:	170	175
\$50,000,000	And Above	Basis Points**:	173	178
Custom Interchange Revenue Share Schedule (Basis Points) *			60	60

* Wells Fargo will segregate or exclude Custom Interchange Transactions as defined by Visa® or MasterCard®. Custom Interchange Transaction shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa® or MasterCard®, as applicable, in its sole and absolute discretion and (ii) transactions with merchants participating in promotional interchange programs offered by Visa® or MasterCard® including the Visa Partner Program or the MasterCard Partner Program.

** Basis points equal 0.01%.

Fee schedule:

One-Time Fee	Set-Up Fee	\$3,000 - Waived
	On-Site Implementation Fee	Not Selected
Recurring Fees*	Program Maintenance	Waived
	CCER Reporting Solution	Waived
	Transaction Fee	Waived
	Card Issuance	Waived
Optional Features	Receipt Imaging	\$500 / One-Time Setup \$0.05 / Per Imaged Page / Year 1 \$0.03 / Per Imaged Page / Years 2-7
	Card Artwork/Logo	Waived
Miscellaneous	Applicable only if used	Cash Advance Fee: 2% / \$2 Minimum Cross Border Transaction Fee: 1% / Transaction Manual Reports: \$175.00 / Report Rush Card: \$10.00 / Incident Phone Re-Training: Waived Custom Data Solutions Build / Set-Up: \$100.00 / Hour Custom Data Solutions Maintenance Fee: \$100.00 / Month Custom Data Solutions Transmission Fee: \$5.00 / Transmission

** For those customers who opt to use CCER AP Control, Separate Payment Manager fees may apply.

** This pricing proposal is valid for 180 day(s) from 8/8/2016: **proposal is valid until 2/4/2017.**

** A WellsOne® Commercial Card program is subject to credit underwriting and approval. This proposal presents indicative program pricing only and is not an offer or commitment to extend credit.

Wells Fargo Merchant Services RFP response conditions

Wells Fargo Merchant Services, LLC (Wells Fargo Merchant Services) is a joint venture between Wells Fargo Bank, N.A. and First Data Merchant Services Corporation. Wells Fargo Merchant Services is responding only to the merchant processing sections of this request for proposal. Wells Fargo Merchant Services would like to clarify that the merchant processing agreement and the bank agreement are separate agreements.

By responding to the RFP, Wells Fargo Merchant Services is not indicating our acceptance of any of the terms or conditions contained in the RFP, including but not limited to, any signature page statements, certifications, confirmations and the like required as part of an RFP response, and we expressly reject any terms or conditions in the RFP that purport to be binding on Wells Fargo Merchant Services by virtue of our proposal, including but not limited to, any signature page statements, certifications, confirmations and the like required as part of an RFP response. Instead, our proposal is intended to be a description of the services we are able to provide in response to the requirements described in the RFP, including a firm commitment regarding the fees we would expect to receive for those services. If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our payment services relationship with the City of Gainesville (the City).

To this end, we are providing a link to a copy of our Program Guide (wellsfargo.com/downloads/pdf/biz/merchant/program-guide-gov.pdf), which we expect to become the final contract between Wells Fargo Merchant Services, LLC, Wells Fargo Bank, N.A. (as acquiring bank), collectively “Wells Fargo”, and the City with respect to our payment services, and we will consider in good faith any changes to the Program Guide that you may request. For the sake of clarity, Wells Fargo Merchant Services, LLC, and Wells Fargo Bank, N.A. must both be contracting entities under any final contract pursuant to the RFP. In addition, the City should be aware that the processing of credit and debit card transactions is subject to the terms, conditions, policies, and procedures of the Visa® and MasterCard® Card Organizations and the non-bankcard issuers. A summary of many of the key elements of those Payment Network requirements is provided in the Operating Procedures section of the Program Guide. The terms, conditions, policies, and procedures of the Visa and MasterCard Card Organizations and the non-bankcard issuers are independently established and beyond the control of Wells Fargo Merchant Services to negotiate. Payment Network mandated fees and assessments are governed by the Card Organizations and are subject to change during the term of the contract and in accordance with the terms of the Program Guide.

Wells Fargo Merchant Services pricing as provided in its response to this RFP is based upon the information provided by the City (for example, existing processing technology, number of merchant accounts, etc.) as of the date the pricing provided in Wells Fargo Merchant Services’ RFP response was created. In responding to this RFP, Wells Fargo Merchant Services only agrees to be bound to the pricing it provided therein to the extent that the assumptions upon which it was based were reasonably derived in relation to the information provided by the City as of the date of the creation of that pricing and are accurate and unchanged.

In the event that Wells Fargo Merchant Services is the successful bidder, and the City subsequently provides additional information to Wells Fargo Merchant Services that would affect the pricing (including pass through fees paid by the City), Wells Fargo Merchant Services shall not be bound by the pricing provided in the RFP response and shall have the right to revise the pricing based upon the corrected information provided by the City. Furthermore, should Wells Fargo Merchant Services be the successful bidder for this RFP, the City shall be required to execute a Final Pricing Terms document.

Information contained in this response is valid for 60 days from the date of submittal.

Wells Fargo Merchant Services

Processing Proposal For: City of Gainesville

September 19, 2016

Presented by CHARLENE REASNER

WFMS Business Sales Consultant

Phone: (812)225-4336

Email: charlene.reasner@wellsfargo.com

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Wells Fargo Merchant Services, L.L.C. (" WFMS ") - Pricing Terms for City of Gainesville

Proposal Date : 09/19/2016
Sales Consultant: CHARLENE REASNER

Credit Card Volume	\$2,200,000	Communications Method	IPN
Average Transaction Size	\$110	Internet Gateway	
Number of Locations	1	Pricing Option	Interchange + Fees
Anticipated Interchange (11) Levels	Public Sector	032 020/038/307/936	
MCC Code	9399	MCC Code Description	GOVERNMENT SERVICES, NOT ELSEWHERE
American Express Industry Type	Other		

Credit Card Processing Fees (1)

Interchange Plus the following fees :
0.1600% On Gross Visa®, MasterCard®, Discover® Network Card and American Express® Sales

PIN Debit Processing Fees

\$1.05 per PIN Debit transaction (applies to completed and declined transactions)

Applicable Fee Schedules(10):

Payment Networks Qualification Matrix <https://www.wellsfargo.com/biz/interchangeplus>

Payment Networks Pass-Through Fees <https://wellsfargo.com/biz/merchantpassthroughfees>

Wells Fargo Fixed Acquirer Network Fee for Visa® Accepting Merchants <https://wellsfargo.com/visanetworkfee>

Fee schedules are updated periodically. To obtain the current applicable fee schedules, please refer to the URLs above for more information. Additional schedules apply if your Pricing Option is Fixed (Non-Qual Fees). If you do not have internet access, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees on 10/15/2016. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

Other Processing Fees

Set-Up Fee	\$0.00
Monthly Minimum Processing Fee(9)	\$0.00 per month
Chargeback Fee (2)	\$15.00 per chargeback
Monthly Service Fee (per location)	\$0.00 per month
Clover™ Services Fee (per Device ID) (14)	N/A
Voice Authorization Fee	\$0.75 per attempt
Annual Fee	\$0.00 per location
Authorization/EDC Fee - Visa (Credit and Non-PIN Debit) (3)	\$0.000 per attempt
Authorization/EDC Fee - MasterCard® (Credit and Non-PIN Debit)(3)	\$0.000 per attempt
Authorization/EDC Fee - Discover® (Credit and Non-PIN Debit)(3)	\$0.000 per attempt
Authorization/EDC Fee – American Express (Credit and Prepaid) (3)	\$0.000 per attempt
Interchange Clearing Fee (12) Applies to Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) and American Express (Credit and Prepaid)	N/A

Annual Compliance Support Fee (5)		\$0.00 per location
PCI Compliance Service Program Fee (8)		\$0.00 per month, per location
Non-validation PCI Compliance Fee (8)		\$25.00 per month, per location
Equipment Installation Fee		\$0.00 One time fee
Electronic Address Verification Service Fee		\$0.050 per attempt
Voice (Manual) Address Verification Fee		\$2.000 per attempt
Card Imprinter Option	# of imprinters	N/A
Rush Shipping		\$ 0.00
Foreign Handling Fee (on Visa/MasterCard foreign card transactions)		0.20% on foreign card sales
Non Bank Card Authorization (6) Applies only to American Express EDC and Discover EDC		\$0.220 per attempt
Non Bank Card Capture Fee Applies only to American Express EDC and Discover EDC		\$0.030 per attempt
Statement Billing Fee (Paper Statement) (7)		\$0.00 per month
Terminal Reprogramming Fee (Terminal)	# of Terminals: 0	\$0.00 One time fee
Terminal Reprogramming Fee (Integrated Terminal)	# of Terminals: 0	\$0.00 One time fee
Security Swap Fee for PIN Debit	# of PIN Pads: 0	\$0.00 One time fee

Processing Solutions

Type	Quantity	Financing Method	Total w/o TAX
Clover Mini WiFi (15)	15	PURCHASE	\$9735.00
Clover Software (15)	1	PURCHASE	\$0.00

(1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.

(2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that you will not be subject to a chargeback or debit.

(3) Authorization/EDC Fee applies to all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.

(5) The Annual Compliance Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.

(6) Non Bank Card Authorization Fee applies to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.

(7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement online instead of receiving a paper copy by mail. After Business Track access has been activated, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If Business Track access is terminated by Client or as a result of inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. Enroll anytime at businesstrack.com.

(8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 4 Clients who utilize a gateway or value added reseller (VAR). The program includes access to TrustKeeper, a Trustwave PCI Compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://pci.trustwave.com/wellsfargo>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

(9) If the total discount fee for Visa, MasterCard, Discover Network Card and American Express transactions in a given month is less than the Monthly Minimum Processing Fee, then in addition to the total discount fee Client will be charged an amount equal to the Monthly Minimum Processing Fee minus the total discount fee.

(10) Dues, assessments and any applicable pass-through fees are disclosed in the schedules referenced under the "Applicable Fee Schedules" section and the related footnote.

(11) American Express charges Program Pricing fees and not Interchange, and these fees are subject to change.

(12) The Interchange Clearing Fee (ICF) will be charged on transactions that may be considered higher risk and/or are processed at a higher expense level. These types of transactions can be identified on Client's Payment Networks Qualification Matrix by looking at the "ICF applies" column. If the interchange program level has been identified by a "YES" in this column, then the ICF will apply to that type of transaction.

(14) If Client purchases or leases the Clover Mobile and/or the Clover Mini device(s) and does not have a Clover Station on the same merchant account number, then the Clover Services Fee does not apply and will not be charged. If Client purchases or leases the Clover Mobile and/or the Clover Mini device(s) with the Clover Station(s) or already has the Clover Station(s) on the same merchant account number, then the Clover Services Fee will apply only to the Clover Station(s).

(15) The price for the Clover Mobile and/or the Clover Mini device(s) includes the Clover Software.

If Client does not follow proper authorization procedures, a \$50 chargeback handling fee will be assessed on MasterCard transactions.

American Express may charge Client an excessive disputes fee in the amount of \$5 for each Disputed Charge if Client is in American Express' Immediate Chargeback Program or \$15 for each Disputed Charge if Client is not in the Immediate Chargeback Program.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

See Section 41.3 of the Program Guide for early termination fees.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

RFP/RFQ Required Disclosure Statement

This proposal is submitted in response to your Request for [Proposals/Qualifications/Bids] dated 9/13/16. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the “Muni Advisor Rules”) of the Securities and Exchange Commission (the “SEC”)(the “Municipal Advisor Rule”).¹

The Staff of the SEC’s Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process by (such as by being provided to at least three reasonably competitive service providers or by being publicly posted to your official website). In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal (a) Wells Fargo Securities is not acting as your Municipal Advisor, providing you with municipal advisory services and does not owe a fiduciary duty to you pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal in the event you are a municipal entity; (b) Wells Fargo Securities is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

¹ 240 CFR 15Ba1-1 et seq..

City of Gainesville
Request for Proposal for Banking Services
Information Submitted by
Wells Fargo Securities, LLC (WFS)

The WFS investment representative who will work with the account is Stephen Stewart in our Atlanta, GA office, telephone (404) 214-1660, e-mail stephen.stewart@wellsfargo.com.

Wells Fargo has been helping institutional clients, including non-profit organizations for more than 150 years. Wells Fargo Securities builds on that tradition by offering investment products, services and expertise to finance directors and business administrators for public institutions across America. We have a local, customer-focused approach to business. Therefore, our customers benefit from our in-depth knowledge of their region and unique investment needs.

WFS works with institutional clients who prefer to manage their own investments. We provide investment solutions through various products:

- U. S. Treasury Bills, Notes and Bonds
- Federal agency securities
- Corporate bonds
- Commercial paper
- Brokered certificates of deposit
- Taxable and tax-exempt money market mutual funds
- Other money market securities

Wells Fargo Securities offers the following services to its customers:

- Wells Fargo Commercial Electronic Office® (CEO®) business portal, providing online access to customers' brokerage account activity, statements and positions 24 hours a day, seven days a week, including online trading for money market mutual funds during normal trading hours as well as portfolio management tools. Money market mutual fund transactions can also be originated through the CEO®.
- Portfolio analytics, security comparison tools, portfolio performance measurement and interest rate risk advisory services.
- Portfolio accounting through Wells Fargo's low cost portfolio accounting system, which is an internet-based accounting and reporting package designed specifically for fixed-income portfolios.
- Safekeeping
- Underwriting, with our Public Finance division providing capital project funding.

Wells Fargo Securities, LLC, provides its brokerage clients with self-clearing bank safekeeping services. Securities purchased by WFS customers are held with Wells Fargo Bank, N.A., a FRB member. Safekeeping activity is subject to annual audits by our internal auditors, Wells Fargo Audit Services, Inc., and by our external auditors, KPMG.

Securities purchased by the account will be settled via delivery versus payment (DVP) either through the Depository Trust Company (DTC) or the Bank of New York (BONY). Securities belonging to customers who have safekeeping with Wells Fargo Bank, N. A. (bank safekeeping) are held in accounts titled "Wells Fargo Bank Safekeeping Services". The securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the

depositories. Physical securities registered in the customer's name or in WFS' nominee name are held in the Bank of New York's (BONY's) securities vault. These securities are counted and reconciled at least quarterly.

Fees and charges are competitive within our industry. Below is the fee schedule on the bank safekeeping services.

Monthly Security Holdings per CUSIP

Asset and Mortgage-Backed Securities.....\$8
All Other Security Types\$2

Security Pledges

(Initiating, Substituting, & Releasing).....\$30

Third Party Trade Clearing**

(Incoming/Outgoing)\$50

Physical Securities Registration/Clearance\$500

WFS provides a written confirmation of each trade. However, as permitted by U.S. Securities and Exchange Commission Rule 10b-10(b) providing for alternative period reporting, WFS does not send written confirmations for money market mutual fund transactions, including purchases, redemptions, dividends and dividend reinvestment. Customers may elect to receive their statements through the Commercial Electronic Office® (CEO®) online business portal, or through U. S. mail. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call or maturity advices.

Purchases made through WFS with same day settlement can be settled through-out the normal trading hours. The deadline for settlement of directive same-day trades delivered to Wells Fargo is 12:00 p.m. Central Time. There is no charge for late delivery instructions, but those will be done on a best-efforts basis.

By providing the resources of a respected, national financial services firm with our local expertise and commitment to customer service, WFS provides our customers with the best of both worlds. Each of our investment representatives are part of an experienced team of brokers, traders and sales assistants, ensuring that someone is always available to assist customers.

WFS and its investment representatives do not act as Municipal Advisors and only provide investment advice or recommendations with respect to bond proceeds as permitted by available exemptions.

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

Brokerage Custody Services and Safeguards

Wells Fargo Securities* offers a full range of reliable, convenient custody services to help trading customers gain increased control over cash management and reporting and eliminate time-intensive internal tracking. We provide numerous safeguards to ensure the security of the assets entrusted to us for custody.

SIPC and supplemental coverage

Assets held in your brokerage custody account are protected against broker-dealer insolvency by the Securities Investor Protection Corporation¹ (SIPC) and additional coverage we purchase through Lexington Insurance Company, an AIG Company (Lexington)².

- The SIPC protects assets held in a brokerage custody account against broker-dealer insolvency up to a value of \$500,000 per customer (limited to \$250,000 for claims for cash).
- Lexington's coverage provides additional protection of an aggregate limit of \$1,000,000,000 for all customers combined for securities and \$1,900,000 per customer for cash, which is also included in the overall \$1,000,000,000 aggregate limit for all customers.
- With the additional protection provided by Lexington, each of our customers is protected by \$500,000 in individual SIPC coverage (subject to \$250,000 limit on cash) and \$1,000,000,000 in additional aggregate coverage (subject to \$1,900,000 limit on cash).

SIPC funds are used to make investors whole after all customer assets held at the brokerage firm have been recovered. The SIPC limit of \$500,000 per account does not mean that the account will receive only up to \$500,000. Rather, in a SIPC customer proceeding, the account receives a pro-rata share of all client assets recovered in liquidation and then will receive up to \$500,000 from SIPC to make up any difference that remains. Customer securities cannot be subject to claims of creditors of the broker-dealer.

SIPC reports that 99.7% of eligible investors have been made whole in the 306 failed brokerage firm failures it has handled over the past 32 years. None of these cases required a payment under excess SIPC coverage.

Capital adequacy

Wells Fargo Securities is subject to the Uniform Net Capital Rule 15c3-1 (the Rule) under the Securities Exchange Act of 1934. We have elected to compute net capital under the alternative provisions of the Rule, which requires us to maintain net capital equal to the greater of \$250,000 or 2 percent of aggregate debit items arising from customer transactions. Go to wellsfargosecurities.com to view our most current Statement of Financial Condition.

Segregation and identification of customer securities

Wells Fargo Securities is subject to SEC Rule 15c3-3, which requires customer assets to be segregated from a firm's own assets. Also, when customer securities are not in the actual custody of the member firm— for instance, when they are in the physical possession of a correspondent firm— the location of the securities and the means by which they are identified as belonging to each customer, should be indicated on the books and records of the firm carrying the customers' accounts.

Protection from errors, omissions or fraud

As a subsidiary of Wells Fargo & Company, Wells Fargo Securities, LLC is covered by a Professional Liability Insurance policy. In addition, a Financial Institution Bond fidelity insurance policy enables us to comply with FINRA Rule 3020.

Audits and regulatory bodies

The Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA) and the Federal Reserve regularly examine internal controls of WFS and WFIS to ensure they meet federal standards. Wells Fargo internal audit conducts ongoing and thorough examinations of our internal controls to ensure compliance with industry standards and with internal policy and procedure.

Each registered securities broker-dealer is required to obtain an annual audit of the broker-dealer firm. As part of this audit, KPMG, Wells Fargo's independent third party auditor, also must perform annual assessments of the firm's internal control environment.

Finally, as a publicly traded company, Wells Fargo is required to comply with Sarbanes-Oxley requirements.

Together we'll go far



Wells Fargo Risk Management performs assessments of the internal control environment. If any significant deficiencies are noted they are communicated to the Board of Directors and monitored for resolution.

For more information

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

* In this case, Wells Fargo Securities refers to our two broker dealers, Wells Fargo Securities, LLC and Well Fargo Institutional Securities, LLC.

¹Visit www.sipc.org for complete SIPC coverage details.

²This additional protection does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. This additional protection does not apply to securities held in custody by Wells Fargo Bank, N.A.

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

Bank Safekeeping Services and Safeguards

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

Wells Fargo provides investment solutions

Key features of bank safekeeping services include:

- **Security** – For more than 150 years, Wells Fargo has enjoyed a reputation based on strength, security, financial discipline, and doing what’s right for our customers
- **Same day funds transfer and availability** with interest and dividend payments available on payment date for customers with a Wells Fargo Bank checking or sweep account
- **Free, single sign-on online access** to account activity, safekeeping positions and statements for both brokerage custody and bank safekeeping accounts through Wells Fargo’s *Commercial Electronic Office*® (CEO®) online business portal
- **Convenient** consolidation and record keeping for your entire portfolio of securities, delivered from all your brokers, in one safekeeping account
- **Pledging**
- **Notification** of maturing proceeds and interest payments
- **Competitive safekeeping fee structure**, with automatic payment from your bank checking account

Some product restrictions apply to Wells Fargo bank safekeeping. Direct issue commercial paper, offshore money market mutual funds, mutual funds and foreign securities may not be held in bank safekeeping.

Segregation of assets

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

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

Audit and regulatory overview

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

Protection from errors, omissions or fraud

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

For more information

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

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Together we'll go far

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





CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2015
AND ENDS SEPTEMBER 30, 2016

Please display in your
place of business

btmail@cityofgainesville.org

BUSINESS TAX NO.

39597

BUSINESS NAME AND MAILING ADDRESS



WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401

BUSINESS LOCATION

104 N MAIN ST

BUSINESS PHONE

352-335-3300

BUSINESS E-MAIL

businesslicenses@wellsfargo.com

Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include STATE LICENSE/CERTIFICATION REQUIRED, FICTITIOUS NAME REQUIREMENT, BANK - MAIN OFFICE, EXEMPT - ENTERPRISE ZONE (CREDIT .50%), ENTERPRISE ZONE, and summary rows for TOTAL ASSIGNED, TOTAL PAID, and AMOUNT DUE.

APPROVED MB/FINANCE DIRECTOR

Payment Date: 9/16/2015

Validation Number: 30825320

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO btmail@cityofgainesville.org OR TO WEB SITE http://eservices.cityofgainesville.org



John Power, Alachua County Tax Collector

P.O. Box 142340, Gainesville, FL 32614
Tax Operations Phone: (352) 264-6968

EXPIRES September 30, 2016
ACCOUNT 6607

2015 - 2016 ALACHUA COUNTY LOCAL BUSINESS TAX RECEIPT

OWNER NAME: WELLS FARGO BANK NA

BUSINESS ADDRESS: 2605 SW 91ST ST

TYPE OF BUSINESS: Bank building and loan association

WELLS FARGO BANK NA
1500 Broadway #T3203-025
Lubbock, TX 79401

DATE	RECEIPT NO.	AMOUNT PAID
07/29/2015	14-0189223	315.00

THIS LOCAL BUSINESS TAX RECEIPT DOES NOT CONFIRM THAT REGULATORY ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

www.alachuacollector.com

*** ATTENTION ***

THIS RECEIPT IS FOR LOCAL BUSINESS TAX RECEIPT ONLY



John Power, Alachua County Tax Collector

P.O. Box 142340, Gainesville, FL 32614
Tax Operations Phone: (352) 264-6968

EXPIRES September 30, 2016
ACCOUNT 6607

2015 - 2016 ALACHUA COUNTY LOCAL BUSINESS TAX RECEIPT

OWNER NAME: WELLS FARGO BANK NA

BUSINESS ADDRESS: 2605 SW 91ST ST

TYPE OF BUSINESS: Bank building and loan association

WELLS FARGO BANK NA
1500 Broadway #T3203-025
Lubbock, TX 79401

DATE	RECEIPT NO.	AMOUNT PAID
07/29/2015	14-0189223	315.00

THIS LOCAL BUSINESS TAX RECEIPT DOES NOT CONFIRM THAT REGULATORY ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

AlachuaCollector.com

***** ATTENTION *****

THIS RECEIPT IS FOR LOCAL BUSINESS TAX RECEIPT ONLY



BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2015
AND ENDS SEPTEMBER 30, 2016

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

btmail@cityofgainesville.org

BUSINESS TAX NO.
39598



Please display in your
place of business

BUSINESS NAME AND MAILING ADDRESS

WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401

BUSINESS LOCATION

5220 NW 43RD ST

BUSINESS PHONE

352-260-1102

BUSINESS E-MAIL

businesslicenses@wellsfargo.com

Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1220	BANK - BRANCH OFFICE	\$131.25
9910	PENALTY 10%	\$13.13
9931	PENALTY WAIVED	(\$13.13)
TOTAL ASSIGNED:		\$131.25
TOTAL PAID:		\$131.25
AMOUNT DUE:		\$0.00

APPROVED MB/FINANCE DIRECTOR



AA8040888E354B79A63B7E5F425CFB29

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

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OR TO WEB SITE

<http://eservices.cityofgainesville.org>



CITY OF GAINESVILLE

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BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2015

AND ENDS SEPTEMBER 30, 2016

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

btmail@cityofgainesville.org

BUSINESS TAX NO.

39599

Please display in your
place of business

BUSINESS NAME AND MAILING ADDRESS

WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401

BUSINESS LOCATION

1717 NW 13TH ST

BUSINESS PHONE

352-260-1082

BUSINESS E-MAIL

businesslicenses@wellsfargo.com



Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1220	BANK - BRANCH OFFICE	\$131.25
9910	PENALTY 10%	\$13.13
9931	PENALTY WAIVED	(\$13.13)
TOTAL ASSIGNED:		\$131.25
TOTAL PAID:		\$131.25
AMOUNT DUE:		\$0:00

APPROVED MB/FINANCE DIRECTOR



9E1BEB42ED6A49EABA488FC902A37AEE

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BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2015

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BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

btmail@cityofgainesville.org

BUSINESS TAX NO.
39599

Please display in your
place of business

BUSINESS NAME AND MAILING ADDRESS

WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401

BUSINESS LOCATION

1717 NW 13TH ST

BUSINESS PHONE

352-260-1082

BUSINESS E-MAIL

businesslicenses@wellsfargo.com



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CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1220	BANK - BRANCH OFFICE	\$131.25
9910	PENALTY 10%	\$13.13
9931	PENALTY WAIVED	(\$13.13)
TOTAL ASSIGNED:		\$131.25
TOTAL PAID:		\$131.25
AMOUNT DUE:		\$0:00

APPROVED MB/FINANCE DIRECTOR



9E1BEB42ED6A49EABA488FC902A37AEE

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BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2015

AND ENDS SEPTEMBER 30, 2016

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

bmailto:cityofgainesville.org

BUSINESS TAX NO.

39602

Please display in your place of business

BUSINESS NAME AND MAILING ADDRESS

WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401



BUSINESS LOCATION

4210 NW 37TH PL, STE 100

BUSINESS PHONE

352-335-3450

BUSINESS E-MAIL

businesslicenses@wellsfargo.com

Thank you for paying your business taxes for the period October 1, 2015 -- September 30, 2016.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include 1000 STATE LICENSE/CERTIFICATION REQUIRED (\$0.00), 1001 FICTITIOUS NAME REQUIREMENT (\$0.00), 1220 BANK - BRANCH OFFICE (\$131.25), 9910 PENALTY 10% (\$13.13), 9931 PENALTY WAIVED (\$13.13), TOTAL ASSIGNED: \$131.25, TOTAL PAID: \$131.25, AMOUNT DUE: \$0.00.

APPROVED MB/FINANCE DIRECTOR



C0400A9BAC5E4E01BC85441E26815AD2

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

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CITY OF GAINESVILLE

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BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2015

SEPTEMBER 30, 2016

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

btmail@cityofgainesville.org

BUSINESS TAX NO.

39603

Please display in your place of business

BUSINESS NAME AND MAILING ADDRESS

WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401

BUSINESS LOCATION

6301 W NEWBERRY RD

BUSINESS PHONE

352-335-3480

BUSINESS E-MAIL

businesslicenses@wellsfargo.com



Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1220	BANK - BRANCH OFFICE	\$131.25
9910	PENALTY 10%	\$13.13
9931	PENALTY WAIVED	(\$13.13)
TOTAL ASSIGNED:		\$131.25
TOTAL PAID:		\$131.25
AMOUNT DUE:		\$0.00

APPROVED MB/FINANCE DIRECTOR



4E19D9A8D60046AF8695DB8C5FEB62F9

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CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2015

AND ENDS SEPTEMBER 30, 2016

Please display in your place of business

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

BUSINESS TAX NO.

btmail@cityofgainesville.org

39600

BUSINESS NAME AND MAILING ADDRESS



WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401

BUSINESS LOCATION

3838 NW 13TH ST

BUSINESS PHONE

352-335-3444

BUSINESS E-MAIL

businesslicenses@wellsfargo.com

Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1220	BANK - BRANCH OFFICE	\$131.25
9910	PENALTY 10%	\$13.13
9931	PENALTY WAIVED	(\$13.13)
TOTAL ASSIGNED:		\$131.25
TOTAL PAID:		\$131.25
AMOUNT DUE:		\$0.00

APPROVED MB/FINANCE DIRECTOR



E19BAR05C53946ABB89DEFD63366ADEF

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

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CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2015

AND ENDS SEPTEMBER 30, 2016

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

BUSINESS TAX NO.
39604

btmail@cityofgainesville.org

Please display in your place of business

BUSINESS NAME AND MAILING ADDRESS

WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401

BUSINESS LOCATION

834 MUSEUM RD

BUSINESS PHONE

352-335-3314

BUSINESS E-MAIL

businesslicenses@wellsfargo.com



Thank you for paying your business taxes for the period October 1, 2015 - September 30, 2016.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include 1000 STATE LICENSE/CERTIFICATION REQUIRED, 1001 FICTITIOUS NAME REQUIREMENT, 1220 BANK - BRANCH OFFICE, 9910 PENALTY 10%, 9931 PENALTY WAIVED, and summary rows for TOTAL ASSIGNED, TOTAL PAID, and AMOUNT DUE.

APPROVED MB/FINANCE DIRECTOR



41072227B3394BF58BC387794B40A49F

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email btmail@cityofgainesville.org
If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION DURING THE YEAR TO btmail@cityofgainesville.org OR TO WEB SITE http://eservices.cityofgainesville.org



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2015
AND ENDS SEPTEMBER 30, 2016

Please display in your
place of business

btmail@cityofgainesville.org

BUSINESS TAX NO.
39601

BUSINESS NAME AND MAILING ADDRESS

WELLS FARGO BANK, N.A.
ATTN: MAC T3203-025
1500 BROADWAY ST, 2ND FL
LUBBOCK, TX 79401



BUSINESS LOCATION

3505 SW ARCHER RD

BUSINESS PHONE

352-335-3460

BUSINESS E-MAIL

businesslicenses@wellsfargo.com

Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include 1000 STATE LICENSE/CERTIFICATION REQUIRED (\$0.00), 1001 FICTITIOUS NAME REQUIREMENT (\$0.00), 1220 BANK - BRANCH OFFICE (\$131.25), and summary rows for TOTAL ASSIGNED, TOTAL PAID, and AMOUNT DUE.

APPROVED MB/FINANCE DIRECTOR



4C99558A5BC943A78974E5A2A00CB56C

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

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Wells Fargo Enterprise Information Security (EIS) Overview – Information Security Program and Operations

Wells Fargo & Co. (Wells Fargo) has established an Enterprise Information Security Program (Program) that implements policies, standards and procedures to protect the information assets under the control and care of the corporation and its subsidiaries.

Specifically, the Program includes Policies, Standards, Operating Procedures, Enterprise Information Security Roles and Responsibilities, and guidebooks as well as an overall documented information management strategy. The Program is reviewed and, as appropriate, enhanced as part of ongoing Program maintenance including the annual approval of the Program by a sub-committee of the Wells Fargo Board of Directors.

The approved Wells Fargo Information Security Standards includes the following high-level categories:

- Asset Classification
- Personnel Security
- Physical and Environmental Security
- Communications and Operations Management
- Access Control
- Systems Development and Maintenance
- Business Continuity Management
- Compliance

These Security Standards are reviewed on a recurring basis. The Standards allow systems, processes, applications and/or users to meet or exceed minimum guidance.

Wells Fargo periodically reviews the various Program components in comparison to regulatory guidance and to industry best practices such as ISO 27002 as the basis for ongoing enhancements and improvements.

Overview

The Enterprise Information Security (EIS) organization is responsible for the Program Framework and Oversight designed to ensure the confidentiality, integrity and availability of Wells Fargo's information assets. EIS works closely with internal support teams and stakeholders to ensure that the overall Program requirements are executed effectively.

Wells Fargo's Code of Ethics and Business Conduct (Code) specifically addresses the confidentiality and protection of information. All team members are expected to annually acknowledge that they have read and will follow the principles outlined in the Code, as supplemented by a set of explanatory guidelines (Guidelines), and will complete all regulatory and ethics training and regulatory certifications as required by Wells Fargo.

Compliance with the Code, Guidelines, Policies and procedures, regulatory and ethics training, and regulatory certifications is a condition of employment for every Wells Fargo team member. Those who violate the Code, Guidelines, or policies and procedures, who

fail to complete required regulatory and ethics training or regulatory certifications, or who fail to cooperate fully with any inquiries or investigations, may be subject to corrective action, up to and including termination of employment or criminal prosecution. The Code, Guidelines, and Policies are available to all employees via the Wells Fargo intranet.

Additionally, all Wells Fargo employees and specific third parties who use or manage Wells Fargo information assets are required to complete an information security education and awareness training program annually.

Wells Fargo is a highly regulated entity. As such, the company as a whole and EIS -- relative to its role in overseeing the Program -- are subject to both internal and independent external reviews, exams and audit reviews. Results of any exams or reviews are reported to management for appropriate assessment and resolution. Wells Fargo continuously works to ensure the Program meets regulatory requirements.

Media Handling

Wells Fargo is responsible for confidential information in its possession on all types of media. Wells Fargo has established standards that govern media handling and labeling of information both internal to Wells Fargo and during the transport of any data.

Network Security

Wells Fargo's network security architecture is reviewed and approved by the Wells Fargo Architecture Review Board. As appropriate, various device types may be reviewed by the Architecture Review Board before connecting to the Wells Fargo Network. Under its compliance policy, Wells Fargo periodically scans network devices for compliance and vulnerabilities.

Wells Fargo has a mature risk-based security condition monitoring program that functions as part of a larger defense-in-depth model. This risk-based, defense-in-depth model deploys 24 x 7 network monitoring to include threat & vulnerability management and condition & activity monitoring that utilizes a blend of vulnerability scanning, web application testing and penetration testing. This condition monitoring program has been reviewed for compliance by regulatory agencies including the Office of the Comptroller of the Currency.

Changes to Wells Fargo production systems are guided by the corporate change control management process. Proposed environment changes are reviewed to ensure compliance with standards, and are approved by management prior to execution. Under this process, system-level updates (i.e. security patches, software upgrades) are also reviewed and periodically applied as appropriate.

Malicious and Mobile Code Protection

Malware protection and anti-virus controls are distinct elements of Wells Fargo's Information Security Standards. The Standards require the use of anti-virus software on all systems. Virus definitions are updated as they become available and it is Wells Fargo's practice to perform full system AV scanning on workstations and servers at predefined intervals.

Access Controls

The type and extent of access controls are determined by risk criteria. Wells Fargo control standards prohibit access without a strict business need-to-know. Wells Fargo issues unique user identification (User ID) which does not contain confidential or identifying information such as Tax Identification Number or Social Security Number. Wells Fargo control standards prohibit the sharing of Application User IDs.

User IDs are provisioned by administrators who maintain request documentation and approvals. User access rights are periodically reviewed, validating continued business needs.

Wells Fargo's control standards require that passwords are encrypted, not displayed, not shared, and expire at appropriate intervals.

Vendor Security Management

Wells Fargo has an established vendor management program. The program reviews vendors prior to engagement, then periodically throughout the vendor relationship at time intervals based on the services provided.

Vendor employees are required to adhere to applicable Wells Fargo Security Standards. As part of this compliance obligation, contracts are in place with each vendor that includes the appropriate confidentiality language and other security provisions.

Easy preparation of your business deposits

Business deposits including Stagecoach Deposit[®]

Step one: Bundling your deposit

Currency

1. Place all currency face up in the same direction and sort by denomination.
2. Count each denomination, and list the currency amounts by denomination on your deposit ticket.
3. Place a single rubber band around the entire bundle of currency. You may also strap the currency if you prefer.

Note: Do not include travelers checks with currency; they should be bundled with checks.

Do not include foreign currency with your deposit. Foreign currency must be exchanged for U.S. currency as a separate transaction.

Coin

Count coin and record the amount on the deposit ticket. Up to \$10 in coin can be included in the cash portion of the dual-pouch deposit bag.¹

Checks

1. Endorse your checks. Stack all checks by physical size with the largest check on the bottom and smallest check on the top, face up with the account number at the bottom.
2. Run an adding machine tape of all checks and record this total on the deposit ticket. If the adding machine tape does not show the check item count, record check item count on the adding machine tape.
3. Place the adding machine tape on top of the check bundle, making certain checks are in the same order as listed on the tape. Do not exceed 250 checks per deposit.
4. Place a single rubber band around the checks and adding machine tape.

Step two: Completing your deposit ticket

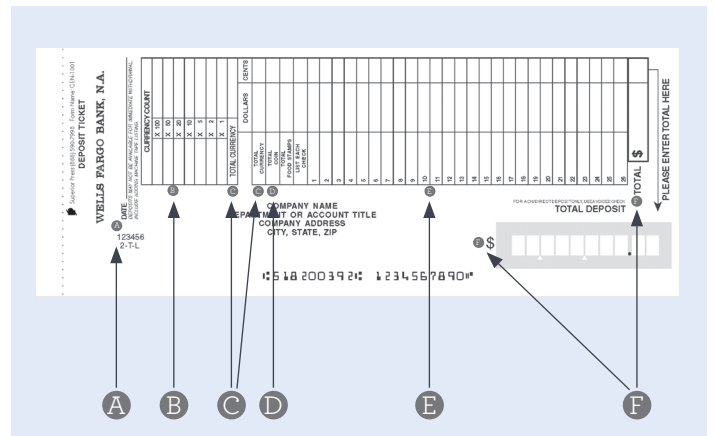
Enter the following information on your deposit ticket (see image below):

- Ⓐ Date of deposit
- Ⓑ Currency amounts by denomination if applicable
- Ⓒ Total currency amount
- Ⓓ Total coin amount¹

- Ⓔ Total check amount from the adding machine tape. For deposits containing a minimal number of checks, list check amounts separately by bank number on the deposit ticket.

- Ⓕ Total deposit amount (sum of currency, coin, and checks)

The teller will give you a deposit receipt in return for your prepared deposit ticket. If you'd like a copy of your deposit ticket, present two copies and the teller will validate the second copy for you to keep.



Deposit ticket

Step three²: Packing your deposit

Write the following on the outside of the bag:

- Your company name
- Your location number (if applicable)
- Today's date
- Cash total from your deposit ticket (currency + coin)
- Deposit total (grand total of cash + checks listed on your deposit ticket)

Place only one deposit per bag.

Important: Do not write your account number on the outside of the deposit bag.

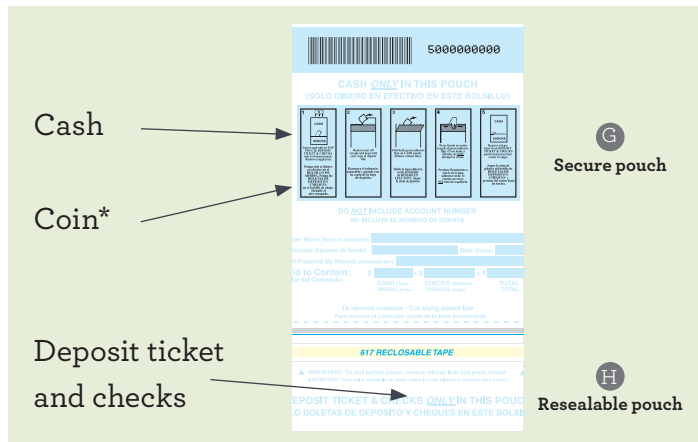
continued

Together we'll go far



Dual pouch bag (for *Stagecoach Deposit Post Verify*)

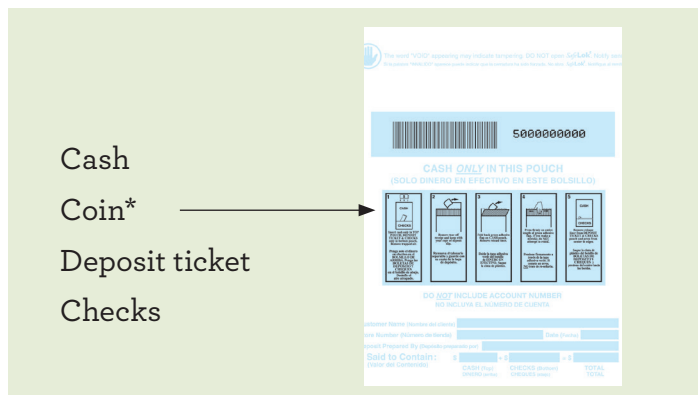
- In the secure cash pouch insert (see **G** below):
 - Currency
 - Loose coin (\$10 maximum)
- In the resealable pouch insert (see **H** below):
 - Checks (limit 250)
 - Original deposit ticket
 - Copy of deposit ticket (optional)
- Seal each pouch according to the instructions on the bag.
- If the bag includes a receipt strip, tear it off and retain it for your records.



Dual pouch bag

Single pouch bag (not for *Stagecoach Deposit Post Verify*)

- Insert the following inside the bag:
 - Currency
 - Loose coin (\$10 maximum)
 - Checks (limit 250)
 - Original deposit ticket
 - Copy of deposit ticket (optional)
- Seal the pouch according to the instructions on the bag.
- If the bag includes a receipt strip, tear it off and retain it for your records.



Single pouch bag

Step four:

Presenting your deposit

Teller deposit

Present your deposit to a Wells Fargo teller during normal business hours. You will receive same-day credit for the entire amount of your deposit if your deposit is made before the posted cut-off time, even if your deposited cash is post-verified. You will be given a receipt (transaction record) and, if provided, your duplicate deposit ticket will be validated and returned to you as an additional receipt.

Teller deposit methods

Post Verification – The teller will provide you with a receipt for your transaction. The cash is verified after you leave the bank. This deposit method reduces your wait time – getting you in and out of the bank faster.

Count Now – The teller will process the deposit ticket and checks contained in your deposit, verifying the cash contained in your deposit while you wait.

Note: Post Verification is not available at all Wells Fargo locations in grocery stores.

Night drop deposit

Place your deposit bag in the night depository. If you deposit the bag after the established cut-off time your account will be credited the next business day.

How can we help?

For more information on the *Stagecoach Deposit* service, contact your Wells Fargo treasury management representative.

Note: Stagecoach Deposit Post Verify may not be available to all business customers. Please talk to your banker to see if Stagecoach Deposit Post Verify will work for you.

wellsfargo.com/com

¹ Coin in excess of \$10 should be deposited in a separate tamper-evident coin deposit bag.

² Follow this step only if you are depositing with a plastic deposit bag.

Check deposit availability schedule

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

	Collected funds
Wells Fargo Bank checks ¹	Same day
U.S. government checks	One day
Select financial institution checks ²	One day
All other checks	Two days

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

This schedule is subject to change without notice.

¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

² Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.

Commercial / Commercial Checking / National Bank customers

Desktop Deposit[®] service availability schedule

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

	Collected funds
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

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

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

This schedule is subject to change without notice.

Commercial/Commercial Checking/National Bank customers

Wholesale Lockbox Image deposit

Availability schedule

All wholesale lockbox electronic deposits made to a Commercial or National Bank account received before the published cutoff time receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks	Same day
U.S. government checks	One day
All other checks	One day

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

This schedule is subject to change without notice.

Lockbox accelerated availability schedule: Eastern states

Lockbox deposits received before the published ledger deadline receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks ¹	Same day
All other checks	One day

Ledger deadline (local time)

Monday - Friday: 1800

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

¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.
This schedule is subject to change without notice.

Employee banking packages legal disclaimer

1. The *Wells Fargo At Work* packages consist of a qualifying checking account plus three additional qualifying linked accounts or services.
2. Interest earned on the entire daily collected balance on days that the balance is \$500 or more.
3. Account must meet both account-level and package-level requirements to have the monthly service fee waived. A qualifying direct deposit is a direct deposit of your salary, pension, Social Security, or other regular monthly income electronically deposited to your Wells Fargo checking account by your employer or an outside agency. Transfers from one account to another, or deposits made at a banking location or ATM, do not qualify as a direct deposit. The amount of a qualifying direct deposit may vary by region. Talk to a banker for more details.
4. Home loans are subject to credit qualification and are originated by Wells Fargo Home Mortgage[®], a division of Wells Fargo Bank, N.A. Products are not available in all states and are subject to change without notice. You cannot combine these promotions or discounts with other Wells Fargo promotions or discounts.
5. All loans and lines of credit are subject to credit approval, verification, and collateral evaluation. Products are not available in all states. Certain restrictions apply. Programs, rates, terms, and conditions are subject to change without notice. Home equity loans and lines of credit are available through Wells Fargo Home Equity Group, a division of Wells Fargo Bank, N.A.
6. To be eligible for this promotion, you must close on a new purchase or refinance loan secured by a first mortgage or deed of trust through a *Wells Fargo Home Mortgage* eligible program, subject to availability. This promotion cannot be combined with the benefits of The Relocation Mortgage Program[®], Wells Fargo Three-Step Refinance System[®], or any other program or promotion. Not available on assumption or modification loans, loans originated through brokers, joint ventures or other third parties, home equity loans, or home equity lines of credit. This promotion is subject to change, or may be withdrawn at any time without notice, and is administered by a third-party vendor, not affiliated with *Wells Fargo Home Mortgage*. A gift list can be obtained by calling 1-800-875-0190 and referencing promotion code GIFTSELECT. Once redeemed, the gift promotion may be reported to the IRS on a Form 1099-MISC. Please consult your tax advisor regarding your individual tax implications. Contact your home mortgage consultant for additional details, including current availability, terms, and conditions.
7. Talk to a banker today for more details on the discounts and qualification requirements.
8. Message and data rates may apply.

*Investment, insurance, and identity theft protection plan products:
• NOT FDIC Insured • NO Bank Guarantee • MAY Lose Value

*Wells Fargo Insurance, Inc. is a licensed agency that represents – and is compensated by – the insurer based on the amount of insurance sold.

*Identity theft protection plans are offered by Wells Fargo Bank.

The information contained is subject to change. Certain products may not be available in all states.

Please see the applicable account agreements for the current terms and conditions.

Deposit and credit products offered by Wells Fargo Bank, N.A. Member FDIC. NMLSR ID 399801.



02/01/20XX 01:56 PM ET
 CUSTOMER ID: WELLS
 OPERATOR ID: HENRY

HENRY WELLS, INC.

DDA Cycled Statement Report

As of 02/01/20XX

Commercial Electronic Office®

Treasury Information Reporting

Statement Start Date: 01/01/20XX
 Statement End Date: 01/31/20XX

Currency: USD
 Bank: 073000228
 Account: 12345

WELLS FARGO BANK, N.A.
 WIDGETS INC.

Account Overview

Beginning Ledger Balance	22,717.00
Deposits	791,870.17
Electronic Deposits/Bank Credits	925,350.28
Total Credits	1,717,220.45
Electronic Debits/Bank Debits	649,600.40
Checks Paid	1,063,546.05
Total Debits	1,713,146.45
Ending Ledger Balance	26,791.00

Credits

Deposits

Effective Date Posted Date Amount Transaction Detail

01/04/20XX	3,053.87	DEPOSIT
01/04/20XX	27,775.92	DEPOSIT
01/05/20XX	12,399.51	DEPOSIT
01/05/20XX	34,519.04	DEPOSIT
01/06/20XX	1,535.26	DEPOSIT
01/06/20XX	32,463.12	DEPOSIT
01/07/20XX	10,221.10	DEPOSIT
01/07/20XX	60,000.00	DEPOSIT
01/10/20XX	4,698.65	DEPOSIT
01/10/20XX	111,465.45	DEPOSIT
01/11/20XX	7,184.00	DEPOSIT
01/12/20XX	1,650.40	DEPOSIT
01/13/20XX	7,764.17	DEPOSIT
01/14/20XX	19,345.63	DEPOSIT
01/14/20XX	31,024.44	DEPOSIT
01/17/20XX	4,334.62	DEPOSIT
01/17/20XX	4,851.10	DEPOSIT
01/18/20XX	425.97	DEPOSIT
01/18/20XX	6,702.99	DEPOSIT
01/19/20XX	8,437.31	DEPOSIT
01/19/20XX	9,971.04	DEPOSIT
01/20/20XX	9,207.13	DEPOSIT
01/20/20XX	15,664.00	DEPOSIT
01/21/20XX	15,969.05	DEPOSIT
01/21/20XX	17,159.18	DEPOSIT
01/24/20XX	2,887.76	DEPOSIT
01/24/20XX	3,609.92	DEPOSIT
01/24/20XX	30,119.37	DEPOSIT
01/25/20XX	5,537.16	DEPOSIT
01/25/20XX	21,620.72	DEPOSIT
01/25/20XX	84,643.70	DEPOSIT
01/26/20XX	10,761.10	DEPOSIT
01/27/20XX	10,653.41	DEPOSIT
01/27/20XX	11,524.55	DEPOSIT
01/28/20XX	6,674.86	DEPOSIT
01/28/20XX	146,014.67	DEPOSIT

791,870.17 Total Deposits

Electronic Deposits/Bank Credits

Effective Date Posted Date Amount Transaction Detail

01/04/20XX	2,326.18	01/04 DEPOSIT CAPTURE BANK CARD -999999999
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Treasury Information Report

01/04/20XX	7,629.22	COMMERCIAL LOAN ADVANCE
01/05/20XX	1,686.63	01/05 DEPOSIT CAPTURE BANK CARD -9999999999
01/06/20XX	4,575.00	01/06 DEPOSIT CAPTURE BANK CARD -9999999999
01/10/20XX	25.92	01/10 DEPOSIT CAPTURE BANK CARD -9999999999
01/10/20XX	6,679.60	01/10 DEPOSIT CAPTURE BANK CARD -9999999999
01/10/20XX	15,234.43	COMMERCIAL LOAN ADVANCE
01/11/20XX	5,162.16	01/11 DEPOSIT CAPTURE BANK CARD -9999999999
01/12/20XX	329.66	01/12 DEPOSIT CAPTURE BANK CARD -9999999999
01/12/20XX	100,229.92	COMMERCIAL LOAN ADVANCE
01/12/20XX	191,612.95	OVER THE COUNTER DEPOSIT
01/13/20XX	75.40	01/13 DEPOSIT CAPTURE BANK CARD -9999999999
01/14/20XX	127.44	DISCOVER BUS SVC SETTLEMENT 001091 11111111111111 SG
		ROOFING SUPPLIES
01/14/20XX	322.21	01/14 DEPOSIT CAPTURE BANK CARD -9999999999
01/14/20XX	13,172.97	COMMERCIAL LOAN ADVANCE
01/17/20XX	2,028.32	01/17 DEPOSIT CAPTURE BANK CARD -9999999999
01/18/20XX	187.83	01/18 DEPOSIT CAPTURE BANK CARD -9999999999
01/18/20XX	25,595.20	COMMERCIAL LOAN ADVANCE
01/19/20XX	6,576.83	COMMERCIAL LOAN ADVANCE
01/19/20XX	17,055.58	01/19 DEPOSIT CAPTURE BANK CARD -9999999999
01/20/20XX	3,463.88	01/20 DEPOSIT CAPTURE BANK CARD -9999999999
01/24/20XX	114.21	01/24 DEPOSIT CAPTURE BANK CARD -9999999999
01/24/20XX	6,360.00	DISCOVER BUS SVC SETTLEMENT 001092 2222222222 SG
		ROOFING SUPPLIES
01/24/20XX	31,542.76	COMMERCIAL LOAN ADVANCE
01/26/20XX	1,982.68	01/26 DEPOSIT CAPTURE BANK CARD -9999999999
01/26/20XX	460,481.23	COMMERCIAL LOAN ADVANCE
01/27/20XX	11,420.35	01/27 DEPOSIT CAPTURE BANK CARD -9999999999
01/28/20XX	9,351.72	01/28 DEPOSIT CAPTURE BANK CARD -9999999999
	925,350.28	Total Electronic Deposits/Bank Credits
	1,717,220.45	Total Credits

Debits

Electronic Debits/Bank Debits

Effective Date	Posted Date	Amount	Transaction Detail
	01/04/20XX	982.51	INTEREST PAYMENT CUSTOMER# 77777777 OBLIGATION# 0000000026
	01/04/20XX	4,047.92	INTEREST PAYMENT CUSTOMER# 77777777 OBLIGATION# 0000000034
	01/05/20XX	293.50	DISCOVER BUS SVC SETTLEMENT 001090 2222222222 SG
			ROOFING SUPPLIES
	01/05/20XX	2,286.00	SWEEP TRANSFER TO PAYDOWN LOAN
	01/06/20XX	49,561.72	SWEEP TRANSFER TO PAYDOWN LOAN
	01/07/20XX	98,173.08	SWEEP TRANSFER TO PAYDOWN LOAN
	01/10/20XX	17,000.00	RETURN ITEM AZ 010910
	01/11/20XX	69,597.40	SWEEP TRANSFER TO PAYDOWN LOAN
	01/13/20XX	898.45	BANKCARD INTERCHANGE FEE - 44444444
	01/13/20XX	100,229.92	SWEEP TRANSFER TO PAYDOWN LOAN
	01/14/20XX	16.20	BANKCARD FEE - 5555555555
	01/17/20XX	13,172.97	SWEEP TRANSFER TO PAYDOWN LOAN
	01/20/20XX	16,527.64	SWEEP TRANSFER TO PAYDOWN LOAN
	01/21/20XX	3,878.53	SWEEP TRANSFER TO PAYDOWN LOAN
	01/24/20XX	66,410.00	BOARD OF EQUALIZ BOE EFTPMT 012102 99999999
			TXP*999999*04102*T*6641000*P*0*1*0\
	01/25/20XX	30,177.49	SWEEP TRANSFER TO PAYDOWN LOAN
	01/27/20XX	413.38	CLIENT ANALYSIS SRVC CHRG 020126 SVC CHGE 0801
			00000444444444
	01/27/20XX	750.45	SWEEP TRANSFER TO PAYDOWN LOAN
	01/28/20XX	3,560.22	RETURN ITEM AZ 020128
	01/28/20XX	171,623.02	SWEEP TRANSFER TO PAYDOWN LOAN
		649,600.40	Total Electronic Debits/Bank Debits

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
36593	01/20/20XX	54.00	36809	01/19/20XX	182.75	36846	01/18/20XX	5,210.50

Treasury Information Report

36717*	01/18/20XX	<u>154.80</u>	36810	01/13/20XX	<u>2,981.29</u>	36847	01/26/20XX	<u>12,831.02</u>
36749*	01/04/20XX	<u>93.67</u>	36811	01/13/20XX	<u>591.90</u>	36848	01/19/20XX	<u>867.11</u>
36755*	01/26/20XX	<u>146,587.52</u>	36812	01/12/20XX	<u>1,410.22</u>	36849	01/20/20XX	<u>236.29</u>
36756	01/12/20XX	<u>3,455.12</u>	36813	01/14/20XX	<u>46.23</u>	36850	01/20/20XX	<u>15,664.00</u>
36757	01/05/20XX	<u>1,972.60</u>	36814	01/10/20XX	<u>11,100.00</u>	36851	01/24/20XX	<u>3,293.14</u>
36758	01/04/20XX	<u>1,966.12</u>	36815	01/12/20XX	<u>3,490.00</u>	36852	01/19/20XX	<u>5,932.96</u>
36759	01/05/20XX	<u>6,826.05</u>	36816	01/12/20XX	<u>29.63</u>	36853	01/14/20XX	<u>166.88</u>
36760	01/25/20XX	<u>218.35</u>	36817	01/19/20XX	<u>6,586.27</u>	36854	01/20/20XX	<u>2,619.36</u>
36761	01/04/20XX	<u>2,293.44</u>	36818	01/20/20XX	<u>1,117.46</u>	36855	01/12/20XX	<u>23,089.01</u>
36762	01/10/20XX	<u>500.00</u>	36819	01/19/20XX	<u>807.81</u>	36856	01/21/20XX	<u>6,535.95</u>
36763	01/05/20XX	<u>757.15</u>	36820	01/12/20XX	<u>129.55</u>	36857	01/19/20XX	<u>37.90</u>
36764	01/04/20XX	<u>450.00</u>	36821	01/14/20XX	<u>950.12</u>	36858	01/19/20XX	<u>622.81</u>
36765	01/05/20XX	<u>6,203.00</u>	36822	01/12/20XX	<u>186.53</u>	36859	01/20/20XX	<u>300.00</u>
36766	01/07/20XX	<u>111.11</u>	36823	01/11/20XX	<u>387.75</u>	36860	01/14/20XX	<u>100,000.00</u>
36767	01/04/20XX	<u>350.00</u>	36824	01/18/20XX	<u>5,243.00</u>	36861	01/18/20XX	<u>2,618.32</u>
36768	01/12/20XX	<u>625.25</u>	36825	01/12/20XX	<u>4,441.30</u>	36862	01/20/20XX	<u>219.26</u>
36769	01/06/20XX	<u>2,272.45</u>	36826	01/18/20XX	<u>4,002.63</u>	36863	01/18/20XX	<u>50,000.00</u>
36770	01/13/20XX	<u>85.00</u>	36827	01/12/20XX	<u>806.65</u>	36864	01/18/20XX	<u>6,855.52</u>
36771	01/06/20XX	<u>66.21</u>	36828	01/17/20XX	<u>393.49</u>	36865	01/26/20XX	<u>300.00</u>
36772	01/05/20XX	<u>3,082.80</u>	36829	01/18/20XX	<u>1,763.42</u>	36866	01/26/20XX	<u>1,461.32</u>
36774*	01/05/20XX	<u>45.40</u>	36830	01/11/20XX	<u>1,095.03</u>	36869*	01/27/20XX	<u>127.00</u>
36775	01/04/20XX	<u>300.30</u>	36831	01/11/20XX	<u>2,374.08</u>	36870	01/26/20XX	<u>3,402.15</u>
36776	01/05/20XX	<u>7,324.42</u>	36832	01/07/20XX	<u>335.91</u>	36871	01/27/20XX	<u>6,262.62</u>
36778*	01/04/20XX	<u>2,225.52</u>	36833	01/12/20XX	<u>442.65</u>	36872	01/25/20XX	<u>5,589.26</u>
36780*	01/04/20XX	<u>2,649.71</u>	36834	01/12/20XX	<u>239.13</u>	36873	01/28/20XX	<u>1,720.95</u>
36781	01/10/20XX	<u>109.05</u>	36835	01/12/20XX	<u>10,098.01</u>	36875*	01/25/20XX	<u>147.00</u>
36783*	01/05/20XX	<u>1,110.85</u>	36836	01/12/20XX	<u>659.88</u>	36876	01/26/20XX	<u>1,671.43</u>
36784	01/05/20XX	<u>22.41</u>	36837	01/21/20XX	<u>73.75</u>	36879*	01/25/20XX	<u>624.48</u>
36785	01/26/20XX	<u>342,991.85</u>	36838	01/13/20XX	<u>240.00</u>	36880	01/27/20XX	<u>327.94</u>
36786	01/12/20XX	<u>4,402.80</u>	36839	01/14/20XX	<u>4,815.72</u>	36882*	01/28/20XX	<u>499.27</u>
36787	01/12/20XX	<u>3,410.95</u>	36840	01/11/20XX	<u>1,200.00</u>	36883	01/27/20XX	<u>11,964.84</u>
36800*	01/19/20XX	<u>15,764.80</u>	36841	01/17/20XX	<u>225.38</u>	36884	01/27/20XX	<u>105.08</u>
36801	01/26/20XX	<u>9,008.61</u>	36842	01/24/20XX	<u>58.88</u>	36885	01/26/20XX	<u>17,433.02</u>
36802	01/13/20XX	<u>1,864.55</u>	36843	01/19/20XX	<u>188.70</u>	36888*	01/28/20XX	<u>22.79</u>
36807*	01/12/20XX	<u>95,371.68</u>	36844	01/26/20XX	<u>12,328.40</u>	36907*	01/26/20XX	<u>27,953.69</u>
36808	01/12/20XX	<u>610.47</u>	36845	01/19/20XX	<u>471.65</u>			

* Gap in check sequence

1,063,546.05 Total Checks Paid

1,713,146.45 Total Debits

Daily Ledger Balance Summary

Date	Balance	Date	Balance	Date	Balance
01/04/20XX	48,143.00	01/13/20XX	114,057.46	01/24/20XX	56,228.00
01/05/20XX	66,824.00	01/14/20XX	72,055.00	01/25/20XX	131,273.00
01/06/20XX	53,497.00	01/17/20XX	69,477.20	01/26/20XX	28,529.00
01/07/20XX	25,098.00	01/18/20XX	26,541.00	01/27/20XX	42,176.00
01/10/20XX	134,493.00	01/19/20XX	37,119.00	01/28/20XX	26,791.00
01/11/20XX	72,184.90	01/20/20XX	28,716.00		
01/12/20XX	213,109.00	01/21/20XX	51,356.00		

57,213.95 Average Daily Ledger Balance

---- END OF REPORT ----



Account analysis

Sample Client Analysis Statement

CLIENT ANALYSIS STATEMENT 300 515 9594 Z2040



RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
WAYZATA OFFICE
POST OFFICE BOX B 514
ANYTOWN, ST 12345-1234

February 2011
Page 1 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

CUSTOMER NAME
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

ANALYSIS SUMMARY

Average Positive Collected Balance.....	\$	144,045.16
Reserve Requirement @ 10.00 %	-	14,404.52
Investable Balance Available for Services.....	=	129,640.64
Earnings Allowance @ 0.15 %	\$	14.88
Current Month Analyzed Charges.....	-	194.50
Current Month Position.....	=	(179.62)
Net Shortfall Due.....	\$	179.62
State Sales Tax.....	+	1.24
City Sales Tax.....	+	0.25
Local Sales Tax.....	=	0.25
Total Shortfall Due	=	181.36
Current Month Fee based Charges.....	\$	5.85*
Total Amount Due.....	\$	187.21

*Charges not offset by balances

Number of days this cycle: 28
Investable balance required to offset \$1.00 of analyzed charges: \$ 9,682.54
Balance required to cover all analyzed charges: \$ 1,812,668

TOTAL AMOUNT DUE WILL BE DEBITED TO ACCOUNT #XXX-XXXXXXX ON MARCH 11, 2011.

BALANCE SUMMARY

<u>Account Number</u>	<u>Account Name</u>	<u>Average Ledger</u>	<u>Average Collected</u>	<u>Average Daily negative Coll</u>	<u>Negative Coll Use of Fund Rate</u>	<u>Service Charge</u>
*XXX-XXXXXXX	Account name 1	143,645	143,645			171.85
000-0000000	Account name 2	3,561	3,561			28.50

*Indicates billing account

300 515 9594 C3 Z2040 11/02/08 1

continued on reverse side



Sample Client Analysis Statement (continued)

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

RELATIONSHIP SUMMARY

CUSTOMER NAME

February 2011
Page 2 of 4

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	2.00	27.00 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	7.00	17.50
		General Account Services			50.35
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			150.00
		Total Analyzed Charges			194.50
		* Total Fee Based Charges			5.85
		Total Service Charges			200.35

T=Service Subject to Sales Tax

BALANCE ADJUSTMENTS

Account	Transaction Date	Correction Date	Adjustment Amount	Number of Days	Change in Average Collected Balance	Description
DDA XXX-XXXXXX	02/01/11	02/28/11	73,000.00	28	(506,290.32)	Balance Adjustment
					(506,290.32)	Account Total
					(506,290.32)	Grand Total

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

ACCOUNT SUMMARY

ACCOUNT NAME 1
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

February 2011
Page 4 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
XXX-XXXXXX	Account Name 1	143,645	143,645			171.85

Number of days this cycle: 28
Investable balance required to offset \$1.00 of analyzed charges: \$ 8,721.63
Balance required to cover all analyzed charges: \$ 1,447,790

SERVICE DETAIL

SVC Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	1.00	13.50 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	1.00	2.50
		General Account Services			21.85
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			150.00
		Total Analyzed Charges			166.00
		* Total Fee-Based Charges			5.85
		Total Service Charges			171.85

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative.



01/15/20XX 02:05 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.
Intraday Composite Report
As of 01/15/20XX

Commercial Electronic Office®

Treasury Information Reporting

Note: Intraday information subject to change

Currency: USD
Bank: 073000228
Account: 12345

WELLS FARGO BANK IOWA, N.A.
WIDGETS INC.

Balances

Opening Ledger Balance	48,013,608.18
Opening Available Balance	38,399,747.08
Current Ledger Balance	9,32,834.06
Current Available Balance	275,697.13
One Day Float	10,657,136.93
Two+ Day Float	.00
Back Value Adjustment To Opening Ledger	.00
Back Value Adjustment To Opening Available	.00
Change In Available Balance Since Opening	-38,124,049.95
Today's Credits	9,547,744.95
Today's Debits	47,628,518.97
Total Number Credits	17
Total Number Debits	9

Summaries

Type of Credit	Number of Items	Amount
Total ACH Concentration Credits	6	6,297,311.06
Total Deposits	5	50,327.51
Total Wire Transfer Credits	6	3,200,106.38
Credit Totals	17	9,547,744.95

Type of Debit	Number of Items	Amount
Total Miscellaneous Debits	2	430,189.00
Total Pre-Authorized ACH Debits	5	3,390,317.31
Total Wire Transfer Debits	4	43,808,012.66
Debit Totals	11	47,628,518.97

Credit Transactions

01/15/20XX 145 / ACH CONCENTRATION CREDIT Cust Ref: 091000010085828 COMPANY NAME: XXYZZ COMPANY ENTRY DESC: AUTOSSETTLE CUSTOMER ID: FILE 1000000000 CUSTOMER NAME: ACME SETLMNT COMPANY ID: 1234567890	Bank Ref:	Credit Amount: 2,427,003.43
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Treasury Information Report

ENTRY CLASS CODE: CCD
 DISCRETIONARY DATA:
 ACH ORIGINATION - XXYZZ COMPANY - FILE 1000000000 COID 1234567890 00010085828

01/15/20XX 145 / ACH CONCENTRATION CREDIT **Credit Amount:** 2,341,412.13
Cust Ref: 091000011729386 **Bank Ref:**
 COMPANY NAME: NNOOPP INC.
 ENTRY DESC: AUTOSETTLE
 CUSTOMER ID: FILE 2000000000
 CUSTOMER NAME: ACME SETLMNT
 COMPANY ID: 1111111111
 ENTRY CLASS CODE: CCD
 DISCRETIONARY DATA:
 ACH ORIGINATION - NNOOPP INC - FILE 2000000000 COID 1111111111 00011729386

01/15/20XX 145 / ACH CONCENTRATION CREDIT **Credit Amount:** 610,593.99
Cust Ref: 091000011643253 **Bank Ref:**
 COMPANY NAME: ABCED RES
 ENTRY DESC: AUTOSETTLE
 CUSTOMER ID: FILE 1000000000
 CUSTOMER NAME: ACME SETLMNT
 COMPANY ID: 2222222222
 ENTRY CLASS CODE: CCD
 DISCRETIONARY DATA:
 ACH ORIGINATION - ABCED RES - FILE 1000000000 COID 2222222222 00011643253

01/15/20XX 145 / ACH CONCENTRATION CREDIT **Credit Amount:** 550,730.99
Cust Ref: 091000012421050 **Bank Ref:**
 COMPANY NAME: XXYZZ BANK
 ENTRY DESC: TRANSFER
 CUSTOMER ID: 1111111111111111
 CUSTOMER NAME: ACME SETLMNT
 COMPANY ID: 0000000182
 ENTRY CLASS CODE: PPD
 DISCRETIONARY DATA:
 INTERSTATE BANKING SWEEP - 1111111111111111 00012421050

01/15/20XX 145 / ACH CONCENTRATION CREDIT **Credit Amount:** 205,436.64
Cust Ref: 091000010686052 **Bank Ref:**
 COMPANY NAME: AABCC INC.
 ENTRY DESC: AUTOSETTLE
 CUSTOMER ID: FILE 1000000000
 CUSTOMER NAME: ACME SETLMNT
 COMPANY ID: 3333333333
 ENTRY CLASS CODE: CCD
 DISCRETIONARY DATA:
 ACH ORIGINATION - AABCC INC - FILE 1000000000 COID 3333333333 00010686052

01/15/20XX 145 / ACH CONCENTRATION CREDIT **Credit Amount:** 162,133.88
Cust Ref: 091000010684041 **Bank Ref:**
 COMPANY NAME: AABCC INC.
 ENTRY DESC: AUTOSETTLE
 CUSTOMER ID: FILE 1000000000
 CUSTOMER NAME: ACME SETLMNT
 COMPANY ID: 3333333333
 ENTRY CLASS CODE: CCD
 DISCRETIONARY DATA:
 ACH ORIGINATION - AABCC INC - FILE 1000000000 COID 3333333333 00010684041

ACH CONCENTRATION CREDIT Total **Credit Amount:** **6,297,311.06**

Treasury Information Report

01/15/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 0000000000 Float - Zero Day: 5,716.44 One Day: 31,919.61 Two+ Day: .00	Bank Ref: 170001 029160689439 CK	Credit Amount: 37,636.05
01/15/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 0000000000 Float - Zero Day: 376.89 One Day: 5,245.96 Two+ Day: .00	Bank Ref: 170001 001153098985 CK	Credit Amount: 5,622.85
01/15/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 0000000000 Float - Zero Day: 500.01 One Day: 1,954.48 Two+ Day: .00	Bank Ref: 170001 001153098946 CK	Credit Amount: 2,454.49
01/15/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 0000000000 Float - Zero Day: .00 One Day: 2,311.01 Two+ Day: .00	Bank Ref: 170001 001153098964 CK	Credit Amount: 2,311.01
01/15/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 0000000000 Float - Zero Day: 458.24 One Day: 1,844.87 Two+ Day: .00	Bank Ref: 170001 001153099064 CK	Credit Amount: 2,303.11
	COMMERCIAL DEPOSIT Total Float - Zero Day: 7,051.58 One Day: 43,275.93 Two+ Day: .00		Credit Amount: 50,327.51
01/15/20XX	195 / INCOMING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 0009 Wells Ref: 010221011760 888888888 ACME TRUST, F.S.B. SANTA ANA, CA 20010 520006000 ORG=ABC COMPA CALIFORNIA BLVD., CA 94596 OBI=OBI SPECIAL INSTRUCTIONS FIELD PFGC R S 1111111 CAMINO /FTR/ BBI Completed Timestamp 020115100940 (Time Released)	Bank Ref:	Credit Amount: 1,864,673.41
01/15/20XX	195 / INCOMING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 1011 Wells Ref: 010221011824 111111111 WELLS FARGO BANK MINNESOTA, MPLS MN 99999999999 OGB=WF BK CASH COLL ATTN ABCED CORP MARQUETTE MPLS, MN ORG=ACME OBI=XZY INC LEASE INTENDED SECURITY P=111111.11 I=222222.22 FFC PFGS Completed Timestamp 020115101036 (Time Released)	Bank Ref:	Credit Amount: 566,574.99
01/15/20XX	195 / INCOMING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 2459 Wells Ref: 010221021634 222222222 WELLS BANK, PA 123456789 ORG=ABCED INC AAAAA ST. PHILA PA 19107 OBI=ATTN: HENRY WELLS Completed Timestamp 020115115412 (Time Released)	Bank Ref:	Credit Amount: 393,000.00
01/15/20XX	195 / INCOMING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 5009 Wells Ref: 010221024574 333333333 XYZZ COMPANY NEW YORK, NY 1234567890000	Bank Ref:	Credit Amount: 229,775.95

Treasury Information Report

OGB=XXXXXX LIFE ATT: HENRY WELLS, STAMFORD, CT 06904
 ORG=XXXXXX LIFE CT
 Completed Timestamp 020115122331 (Time Released)

01/15/20XX	195 / INCOMING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 3863 Wells Ref: 010221024581 444444444 WELLS BANK NEW YORK, NY ABCED GROUP INSTITUTIONAL SAME DAY WIRES II 1234567890000 OGB=ABCED GROUP INSTITUTIONAL SAME DAY WI DEVONSHIRE STREET BOSTON, MA 02109 ORG=ABCED GR INSTL REDEEM OBI=1111111 DXXXXX, 22222222222 Completed Timestamp 020115122335 (Time Released)	Bank Ref:	Credit Amount:	109,381.95
01/15/20XX	195 / INCOMING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 2134 Wells Ref: 010221019098 555555555 THE XYZ COMPANY CHICAGO, IL 123456789 ORG=ACME INTERNATIONAL ATTN: MARY WELLS LOCUST STREET DES MOINES, IA 50306 RFB=1111 OBI=ABC CORP USA N35515 ATTN ABC Completed Timestamp 020115112254 (Time Released)	Bank Ref:	Credit Amount:	36,700.08
	INCOMING MONEY TRANSFER Total		Credit Amount:	3,200,106.38
	Credit Total		Credit Amount:	9,547,744.95
	Float - Zero Day: 9,504,469.02 One Day: 43,275.93 Two+ Day: .00			

Debit Transactions

01/15/20XX	699 / MISCELLANEOUS DEBIT Cust Ref:	Bank Ref:	Debit Amount:	385,307.00
01/15/20XX	699 / MISCELLANEOUS DEBIT Cust Ref:	Bank Ref:	Debit Amount:	44,882.00
	MISCELLANEOUS DEBIT Total		Debit Amount:	430,189.00
01/15/20XX	455 / PREAUTHORIZED ACH DEBIT Cust Ref: 091000010684566 COMPANY NAME: EEEFGG COMPANY ENTRY DESC: CBA FUND CUSTOMER ID: THE ABC CUSTOMER NAME: THE ABC COMPANY ID: 55-5555555 ENTRY CLASS CODE: CCD DISCRETIONARY DATA: 00	Bank Ref:	Debit Amount:	2,898,113.55
01/15/20XX	455 / PREAUTHORIZED ACH DEBIT Cust Ref: 091000012439958 COMPANY NAME: ACME CO ENTRY DESC: ACH RTNS CUSTOMER ID: FILE 1000000000	Bank Ref:	Debit Amount:	190,625.72

Treasury Information Report

CUSTOMER NAME: ACME SETLMNT
 COMPANY ID: 444444444
 ENTRY CLASS CODE: PPD
 DISCRETIONARY DATA:
 ACH RETURNS - ACME - FILE 1000000000 COID 444444444 00012439958

01/15/20XX	455 / PREAUTHORIZED ACH DEBIT Cust Ref: 091000011729402 COMPANY NAME: ACME CO ENTRY DESC: AUTSETTLE CUSTOMER ID: FILE 2000000000 CUSTOMER NAME: ACME SETLMNT COMPANY ID: 6666666666 ENTRY CLASS CODE: CCD DISCRETIONARY DATA: ACH ORIGINATION - ACME - FILE 2000000000 COID 6666666666 00011729402	Debit Amount:	159,578.04
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01/15/20XX	455 / PREAUTHORIZED ACH DEBIT Cust Ref: 028000081148711 COMPANY NAME: ABCDE CORP ENTRY DESC: POSTEDGE CUSTOMER ID: 77777777 CUSTOMER NAME: ACME FINANCIAL COMPANY ID: 1234567890 ENTRY CLASS CODE: CCD DISCRETIONARY DATA:	Debit Amount:	110,000.00
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01/15/20XX	455 / PREAUTHORIZED ACH DEBIT Cust Ref: 028000081771978 COMPANY NAME: ABCDE CORP ENTRY DESC: POSTEDGE CUSTOMER ID: 77777777 CUSTOMER NAME: ACME FINANCIAL COMPANY ID: 1234567890 ENTRY CLASS CODE: CCD DISCRETIONARY DATA:	Debit Amount:	32,000.00
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PREAUTHORIZED ACH DEBIT Total	Debit Amount:	3,390,317.31
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01/15/20XX	495 / OUTGOING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 0442 Wells Ref: 010221025905 6666666666 THE XYZZY TRUST COMPANY CHICAGO, IL 102633 BNF=11111 ABCD CONTROLLED DISBURSEMENT ACCT Completed Timestamp 02011523739 (Time Released)	Debit Amount:	38,079,065.69
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01/15/20XX	495 / OUTGOING MONEY TRANSFER Cust Ref: COMPLETE Wire Ref: 0251 Wells Ref: 010221014135 7777777777 WELLS BANK N.A. LOS ANGELES, CA 22222 OBI=ATTN ACME CUSTODY /FTR/ BNF=3333333 ABC WELLS BK SAN FRANCISCO CA Completed Timestamp 020115103154 (Time Released)	Debit Amount:	2,906,523.70
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OUTGOING MONEY TRANSFER Total	Debit Amount:	40,985,589.39
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01/15/20XX	506 / BOOK TRANSFER DEBIT	Debit Amount:	1,820,923.27
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Treasury Information Report

Cust Ref: COMPLETE
Wire Ref: 0317
 000:1111111111 ACME 12345 CAMBRIDGE AVE
 CA 91384-4525 555555 /FTR/ BNF=1234567890 ACME
 Completed Timestamp 02011513747 (Time Released)

Bank Ref:

01/15/20XX

506 / BOOK TRANSFER DEBIT
Cust Ref: COMPLETE
Wire Ref: 0445
 9999999999 HENRY WELLS CARD LYNKAYLEE DR
 IA 50701 123456 /FTR/
 Completed Timestamp 020115113747 (Time Released)

Bank Ref:

Debit Amount: 1,001,500.00

BOOK TRANSFER DEBIT Total

Debit Amount: 2,822,423.27

Debit Total

Debit Amount: 47,628,518.97

Account Net Amount -38,080,774.02

Grand Total For Currency: USD

Balances

Opening Ledger Balance	48,013,608.08
Opening Available Balance	38,399,747.08
Current Ledger Balance	9,932,834.06
Current Available Balance	275,697.13
One Day Float	10,657,136.93
Two+ Day Float	.00
Back Value Adjustment To Opening Ledger	.00
Back Value Adjustment To Opening Available	.00
Change In Available Balance Since Opening	-38,080,774.02
Today's Credits	9,547,744.95
Today's Debits	47,628,518.97
Total Number Credits	17
Total Number Debits	9

---- END OF REPORT ----



01/14/20XX 03:05 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.

Previous Day Composite Report

As of 01/14/20XX

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD
Bank: 073000228
Account: 12345

WELLS FARGO BANK, N.A.
WIDGETS INC.

Balances	
Closing Ledger Balance	4,402,244.58
Closing Collected Balance	343,223.58
Opening Available Balance	2,613,478.58
One Day Float	5,128,321.00
Two+ Day Float	2,077,105.00
MTD Average Closing Ledger Balance	5,229,714.95
MTD Average Closing Collected Balance	335,771.95
Total Credits	9,475,681.12
Total Debits	5,751,371.36
Total Number Credits	19
Total Number Debits	11

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	5	757,866.22
Total Deposits	6	4,417,747.21
Total Lockbox Credits	7	3,353,048.49
Total Wire Transfer Credits	4	9,337.05
Total ZBA Debits	2	937,682.15
Credit Totals	19	9,475,681.12

Type of Debit	Number of Items	Amount
Total ACH Debits	5	1,602,664.62
Total Miscellaneous Debits	1	187.87
Total Return Item Debits	3	34,518.87
Total Wire Transfer Debits	2	4,114,000.00
Total ZBA Debits	2	937,682.15
Debit Totals	13	9,475,681.12

Credit Transactions

01/14/20XX	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 00000000000 SMITH MUTUAL PLISA-RE01 0000917185to000014752	Credit Amount: Bank Ref: IA009903878052	490,215.49
01/14/20XX	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 00000000000 SMITH MUTUAL PLI CBS-GEN01 0000917185TO0000014752	Credit Amount: Bank Ref: IA00001632668	199,033.42
01/14/20XX	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 00000000000 SMITH MUTUAL PLI SA-MN01 0000917185TO0000014752	Credit Amount: Bank Ref: IA00001632668	64,266.81
01/14/20XX	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 00000000000 SMITH ICS.. -N FILE-0700014752 COID 9INDLIFE00	Credit Amount: Bank Ref: IA009903878052	2,572.45
01/14/20XX	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 00000000000 SMITH MUTUAL PLI SUBNIP01 0007051775STO0000014752	Credit Amount: Bank Ref: IA009903878052	1,079.61
01/14/20XX	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 00000000000 INTERSTATE BANKING SWEEP	Credit Amount: Bank Ref: IA009903878052	698.44
MISCELLANEOUS ACH CREDIT TOTAL		Credit Amount	757.866.22

Treasury Information Report

01/14/20XX	115 / LOCKBOX DEPOSIT Cust Ref: 0000000000 Float- Zero Day: 30,730.00 One Day: 1,101,966.00 Two+Day: 67,314.00 RETAIL LOCKBOX DEPOSIT	Bank Ref: IA002254732201	Credit Amount: 1,200,010.24
01/14/20XX	115 / LOCKBOX DEPOSIT Cust Ref: 0000000000 Float- Zero Day: 7,936.00 One Day: 501,615.00 Two+ Day: 357,528.00 RETAIL LOCKBOX DEPOSIT	Bank Ref: IA00225005513	Credit Amount: 867,079.70
01/14/20XX	115 / LOCKBOX DEPOSIT Cust Ref: 00002010387 Float- Zero Day: 1.00 One Day: 568,190.00 Two+ Day: 29,904.00 WHOLESALE LOCKBOX DEPOSIT	Bank Ref: IA002057481487	Credit Amount: 598,095.57
01/14/20XX	115 / LOCKBOX DEPOSIT Cust Ref: 0000000000 Float- Zero Day: 1,911.00 One Day: 235,402.00 Two+Day: 9,980.00 WHOLESALE LOCKBOX DEPOSIT	Bank Ref: IA00224850769	Credit Amount: 247,293.48
01/14/20XX	115 / LOCKBOX DEPOSIT Cust Ref: 00002010387 Float- Zero Day: 1.00 One Day: 157,334.00 Two+ Day: 7,727.00 WHOLESALE LOCKBOX DEPOSIT	Bank Ref: IA002057481508	Credit Amount: 165,062.06
01/14/20XX	115 / LOCKBOX DEPOSIT Cust Ref: 00002010387 Float- Zero Day: 1.00 One Day: 53,519.00 Two+ Day: 8,079.00.00 WHOLESALE LOCKBOX DEPOSIT	Bank Ref: IA002057903346	Credit Amount: 161,599.10
01/14/20XX	115 / LOCKBOX DEPOSIT Cust Ref: 0000000000 Float- Zero Day: 1.00 One Day: 44,774.00 Two+ Day: 69,133.00 WHOLESALE LOCKBOX DEPOSIT	Bank Ref: IA002358864870	Credit Amount: 113,908.34
	LOCKBOX DEPOSIT TOTAL Float- Zero Day: 1.00 One Day: 53,519.00 Two+ Day: 8,079.00		Credit Amount: 3,353,048.49
01/14/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 000000000000 Float- Zero Day: 16,565.00 One Day: 1,216,303.00 Two+ Day: 751,833.00	Bank Ref: IA000678093343	Credit Amount: 1,990,163.36
01/14/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 000000000000 Float- Zero Day: 45,293.00 One Day: 1,143,055.00 Two+ Day: 772,326.00	Bank Ref: IA029440770817	Credit Amount: 1,960,695.90
01/14/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 000000000000 Float- Zero Day: .00 One Day: 280,387.00 Two+ Day: .00	Bank Ref: IA029440773477	Credit Amount: 280,387.33
01/14/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 000000000000 Float- Zero Day: 158,000.00 One Day: 335.00 Two+ Day: .00	Bank Ref: IA000573170368	Credit Amount: 158,335.96
01/14/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 000000000000 Float- Zero Day: 74.00 One Day: 1,826.00 Two+ Day: 714.00	Bank Ref: IA029440773464	Credit Amount: 21,259.76
01/14/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 000000000000 Float- Zero Day: .00 One Day: 4,337.00 Two+ Day: 2,567.00	Bank Ref: IA000573170344	Credit Amount: 6,904.90
	COMMERCIAL DEPOSIT TOTAL Float- Zero Day: 219,932.00 One Day: 2,641,06.00 Two+ Day: 1,524,873.00		Credit Amount: 4,417,747.21
01/14/20XX	195 / INCOMING MONEY TRANSFER Cust Ref:0000000000 WT FED#0123 XYZ FUNDS GROU/ORG-SMITH INSURANCE CO SRF#01109022028 TRN#011009034386 RFB# 0000000000	Bank Ref: IA009902748412	Credit Amount: 4,978.00
01/14/20XX	195 / INCOMING MONEY TRANSFER Cust Ref:0000000000 WT FED#0638 COMMERCE BANK NATI/ORG=SMITH INVESTMENTS SRF#01109001442 TRN#011009034386 RFB# SMITH	Bank Ref: IA009902747352	Credit Amount: 2,001.37

Treasury Information Report

01/14/20XX	195 / INCOMING MONEY TRANSFER Cust Ref:0000000000 WT FED#1880 FIDELITY GROUP OF ORG=SMITH INATL REDEEM SRF#FTE0110090002100 TRN#011009007291 RFB#	Credit Amount: Bank Ref: IA009902745506	1,409.09
01/14/20XX	195 / INCOMING MONEY TRANSFER Cust Ref:0000000000 WT FED#00160 COMMERCE BANK NATI/ORG=ABC INVESTMENTS SRF#011009000538 TRN#11009010438 RFB# SMITH	Credit Amount: Bank Ref: IA009902746072	948.59
	INCOMING MONEY TRANSFER TOTAL	Credit Amount:	9,337.05
01/14/20XX	277 / ZBA CREDIT TRANSFER Cust Ref:0000000000 ZBA FUNDING ACCOUNT TRANSFER FROM 23232323 Float- Zero Day: 42,229.00 One Day: .00 Two+ Day: 800,000.00	Credit Amount: Bank Ref: IA100900002667	842,229.62
01/14/20XX	277 / ZBA CREDIT TRANSFER Cust Ref:0000000000 ZBA FUNDING ACCOUNT TRANSFER FROM 34343434 Float- Zero Day: 50,000.00 One Day: 45,000.00 Two+ Day: 437.00	Credit Amount: Bank Ref: IA100900002828	95,432.53
	ZBA CREDIT TRANSFER TOTAL Float- Zero Day: 92,229.00 One Day: 45,000.00 Two+ Day: 800,454.00	Credit Amount:	937,682.15
	Credit Total Float- Zero Day: 2,362,484.00 One Day: 5,173,321.00 Two+Day: 2,877,542.00	Credit Amount:	9,475,681.12

Debit Transactions

01/14/20XX	469 / MISCELLANEOUS ACH DEBIT Cust Ref: 0000000000 E.P.10200060 C/L SETTLE TO 1100132200	Debit Amount: Bank Ref: IA009904029664	577,079.76
01/14/20XX	469 / MISCELLANEOUS ACH DEBIT Cust Ref: 0000000000 E.P.10200060 C/L SETTLE TO 1100132200	Debit Amount: Bank Ref: IA009904029188	552,983.43
01/14/20XX	469 / MISCELLANEOUS ACH DEBIT Cust Ref: 0000000000 E.P.10200060 C/L SETTLE TO 1100132200	Debit Amount: Bank Ref: IA009904029186	223,196.93
01/14/20XX	4469 / MISCELLANEOUS ACH DEBIT Cust Ref: 0000000000 E.P.10200060 C/L SETTLE TO 1100132200	Debit Amount: Bank Ref: IA009904029702	183,114.55
01/14/20XX	469 / MISCELLANEOUS ACH DEBIT Cust Ref: 0000000000 E.P.10200060 C/L SETTLE TO 1100132200	Debit Amount: Bank Ref: IA009904029190	66,289.95
	MISCELLANEOUS ACH DEBIT TOTAL	Debit Amount:	1,602,664.62
01/14/20XX	566 / RETURN ITEM Cust Ref: 0000000000 RETURN ITEM IA 011009	Debit Amount: Bank Ref: IA00904152261	33,945.36
01/14/20XX	566 / RETURN ITEM Cust Ref: 0000000000 RETURN ITEM AZ 011009	Debit Amount: Bank Ref: IA009902732127	480.00
01/14/20XX	566 / RETURN ITEM Cust Ref: 0000000000 RETURN ITEM MN 011009	Debit Amount: Bank Ref: IA009903878052	93.51
	RETURN ITEM TOTAL	Debit Amount:	34,518.87
01/14/20XX	698 / MISCELLANEOUS FEE DEBIT Cust Ref: 0000000000 CLIENT ANALYSIS SRVC CHRG 020114 SVC CHGE 0101 000101010020181	Debit Amount: Bank Ref: IA000014794596	187.87
01/14/20XX	495 / OUTGOING MONEY TRANSFER Cust Ref: 0000000000 WT FED#00435 COLORADO STATE BAN /DRW/BNF= SRF# TRN#020114013921 RFB#	Debit Amount: Bank Ref: IA009903303430	4,000,000.00
01/14/20XX	495 / OUTGOING MONEY TRANSFER Cust Ref: 0000000000	Debit Amount: Bank Ref: IA009903308921	114,000.00

Treasury Information Report

TRN#020114051612 RFB#

OUTGOING MONEY TRANSFER TOTAL

Debit Amount: 5,751,371.36

Debit Total

Debit Amount: 5,751,371.36

Account Net Total

3,724,309.76

Currency: USD
Bank: 073000228
Account: 12344

WELLS FARGO BANK, N.A.
ABC Company

Balances

Closing Ledger Balance	31,692.00
Closing Collected Balance	.00
Opening Available Balance	190,510.68
One Day Float	16,292.00
Two+ Day Float	15,400.00
MTD Average Closing Ledger Balance	20,531.15
MTD Average Closing Collected Balance	.00
Total Credits	16,892.16
Total Debits	1,392.16
Total Number Credits	2
Total Number Debits	6

Sweep Activity

Sweep Ending Balance	175,610.84
Funds Pending Inv/Red	-1,392.16
Pending Invest Position	174,218.68
Shares Purchased (Credit)	16,452.00
Shares Redeemed (Debit)	.00
Dividends Paid	.00
Fund Yield	4.75 %
SEC Yield (7-Day Average)	4.76 %
Accrued Dividends Month-To-Date	360.10
Last Month's Dividends	261.81
Dividends Year-To-Date	261.81

Summaries

Type of Credit	Number of Items	Amount
Total Deposits	1	15,500.00
Total Sweep Credits	1	1,392.16
Credit Totals	2	16,892.16

Type of Debit	Number of Items	Amount
Total Checks Paid	5	1,272.06
Total Miscellaneous Debits	1	120.10
Debit Totals	6	1,392.16

Credit Transactions

01/14/20XX	301 / COMMERCIAL DEPOSIT Cust Ref: 000000000000 Float- Zero Day: .00 One Day: .00 Two+ Day: 15,500.00	Credit Amount:	15,500.00
		Bank Ref: IA001738013593	
01/14/20XX	347 / SWEEP PRINCIPAL SELL Cust Ref: 000000000000 SWEEP TRANSFER FROM INVESTMENT	Credit Amount:	1,392.16
		Bank Ref: IA022000000369	
	Credit Total	Credit Amount:	16,892.16

Debit Transactions

01/14/20XX	475 / CHECK PAID	Debit Amount:	930.00
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Treasury Information Report

	Cust Ref: 00000011143	Bank Ref: IA001028322840	
01/14/20XX	475 / CHECK PAID Cust Ref: 00000011144	Debit Amount: Bank Ref: IA001221471055	219.24
01/14/20XX	475 / CHECK PAID Cust Ref: 00000011136	Debit Amount: Bank Ref: IA001028319421	71.64
01/14/20XX	475 / CHECK PAID Cust Ref: 00000011148	Debit Amount: Bank Ref: IA001322198960	42.90
01/14/20XX	475 / CHECK PAID Cust Ref: 00000011133	Debit Amount: Bank Ref: IA000922298500	8.28
	CHECK PAID TOTAL	Debit Amount:	1,272.06
01/14/20XX	698 / MISCELLANEOUS FEE DEBIT Cust Ref: 00000000000 CLIENT ANALYSIS SRVC CHRGR 020114 SVC CHGE 0101 000004038147492	Debit Amount: Bank Ref: IA000014801192	120.10
	Debit Total	Debit Amount:	1,392.16
	Account Net Total		15,500.00

Currency: CAD
Bank: 026004077
Account: 123456CAD

WELLS FARGO BANK INTERNATIONAL
ABC Company

Balances

Closing Ledger Balance	44,317.92
Closing Collected Balance	10,218.50
Opening Available Balance	44,317.92
One Day Float	N/A
Two+ Day Float	N/A
MTD Average Closing Ledger Balance	N/A
MTD Average Closing Collected Balance	N/A
Total Credits	10,269.83
Total Debits	1,795.84
Total Number Credits	1
Total Number Debits	1

Summaries

Type of Credit	Number of Items	Amount
Total Lockbox Credits	1	10,269.83
Credit Totals	1	10,269.83
Type of Debit	Number of Items	Amount
Total Checks Paid	1	1,795.84
Debit Totals	1	1,795.84

Credit Transactions

01/14/20XX	710 / MISC LOCKBOX CREDIT Cust Ref: 00000000000 SWEEP TRANSFER FROM INVESTMENT	Credit Amount: Bank Ref: 24667909278	10,269.83
	Credit Total	Credit Amount:	10,269.83

Debit Transactions

01/14/20XX	475 / CHECK PAID Cust Ref: CHKCHQ64	Debit Amount: Bank Ref: 75248573964	1,795.84
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Treasury Information Report

Debit Total

Debit Amount: 1,795.84

Account Net Amount

8,473.99

Currency: EUR
 Bank: 026004077
 Account: 123456EUR

WELLS FARGO BANK INTERNATIONAL
 ABC Company

Balances

Closing Ledger Balance	219,046.68
Closing Collected Balance	36,545.21
Opening Available Balance	219,046.68
One Day Float	N/A
Two+ Day Float	N/A
MTD Average Closing Ledger Balance	N/A
MTD Average Closing Collected Balance	N/A
Total Credits	176,401.33
Total Debits	30,581.97
Total Number Credits	2
Total Number Debits	1

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	1	282.98
Total Foreign Exchange Credits	1	176,118.35
Credit Totals	2	176,401.33

Type of Debit	Number of Items	Amount
Total ACH Debits	1	30,581.97
Debit Totals	1	30,581.97

Credit Transactions

01/14/20XX	168 / ACH RETURN ITEM CREDIT Cust Ref: ACH CREDIT RETURN - NL	Credit Amount: Bank Ref: 13546898167	282.98
01/14/20XX	214 / FOREIGN EXCHANGE CREDIT Cust Ref: 226950 DEAL SETTLEMENT	Credit Amount: Bank Ref: 13546898169	176,118.35
	Credit Total	Credit Amount:	176,401.33

Debit Transactions

01/14/20XX	466 / ACH SETTLEMENT DEBIT Cust Ref: ACH SETTLEMENT - DE	Debit Amount: Bank Ref: 86359684878	30,581.97
	Debit Total	Debit Amount:	30,581.97

Account Net Amount

145,819.48

Currency: EUR
 Bank: AIBKIE2D
 Account: 123456900

AIB Bank
 ABC Company LTD Ireland

Balances

Closing Ledger Balance	14,692.77
Closing Collected Balance	3,458.85
Opening Available Balance	14,692.77
One Day Float	N/A

Treasury Information Report

Two+ Day Float	N/A
MTD Average Closing Ledger Balance	N/A
MTD Average Closing Collected Balance	N/A
Total Credits	3,503.19
Total Debits	N/A
Total Number Credits	1
Total Number Debits	0

Summaries

Type of Credit	Number of Items	Amount
Total International Credits	1	3,503.19
Credit Totals	1	3,503.19

Credit Transactions

01/14/20XX	391 / UNIVERSAL CREDIT Cust Ref:UCEF12345 9999999999	Credit Amount: Bank Ref:555555555555	3,503.19
	Credit Total	Credit Amount:	3,503.19
	Account Net Amount		3,503.19

Currency: EUR
Bank: DEUTDEFF
Account:2345GER

DEUTSCHE BANK, AG
ABC Company LTD. Germany

Balances

Closing Ledger Balance	15,093.46
Closing Collected Balance	1,205.34
Opening Available Balance	15,093.46
One Day Float	N/A
Two+ Day Float	N/A
MTD Average Closing Ledger Balance	N/A
MTD Average Closing Collected Balance	N/A
Total Credits	N/A
Total Debits	1,487.65
Total Number Credits	0
Total Number Debits	1

Summaries

Type of Debit	Number of Items	Amount
Total International Debits	1	1,487.65
Debit Totals	1	1,487.65

Debit Transactions

01/14/20XX	691 / UNIVERSAL DEBIT Cust Ref:NMSCNONREF080201011402	Debit Amount: Bank Ref:511841	1,487.65
	Debit Total	Debit Amount:	1,487.65
	Account Net Amount		1,487.65

Grand Total For Currency: USD

Balances

Closing Ledger Balance	4,433,936.58
Closing Collected Balance	343,223.58
Opening Available Balance	2,803,989.26
One Day Float	5,144,613.00
Two+ Day Float	2,092,505.00

Treasury Information Report

MTD Average Closing Ledger Balance	5,250,246.10
MTD Average Closing Collected Balance	335,771.95
Total Credits	9,492,573.28
Total Debits	5,752,763.52
Total Number Credits	21
Total Number Debits	17

Sweep Activity

Sweep Ending Balance	175,610.84
Funds Pending Inv/Red	-1,392.16
Pending Invest Position	174,218.68
Shares Purchased (Credit)	16,452.00
Shares Redeemed (Debit)	.00
Dividends Paid	.00
Fund Yield	N/A
SEC Yield (7-Day Average)	N/A
Accrued Dividends Month-To-Date	360.10
Last Month's Dividends	261.81
Dividends Year-To-Date	261.81

Grand Total For Currency: CAD

Balances

Closing Ledger Balance	44,317.92
Closing Collected Balance	10,218.50
Opening Available Balance	44,317.92
One Day Float	N/A
Two+ Day Float	N/A
MTD Average Closing Ledger Balance	N/A
MTD Average Closing Collected Balance	N/A
Total Credits	10,269.83
Total Debits	1,795.84
Total Number Credits	1
Total Number Debits	1

Grand Total For Currency: EUR

Balances

Closing Ledger Balance	248,832.93
Closing Collected Balance	41,209.40
Opening Available Balance	248,832.93
One Day Float	N/A
Two+ Day Float	N/A
MTD Average Closing Ledger Balance	N/A
MTD Average Closing Collected Balance	N/A
Total Credits	179,904.54
Total Debits	32,069.62
Total Number Credits	3
Total Number Debits	2

---- END OF REPORT ----



01/14/20XX 03:31 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.
ACH Customer Activity Report
As of 01/14/20XX

Commercial Electronic Office®

Treasury Information Reporting

Bank: 073000228
Account: 12345

WELLS FARGO BANK, N.A.
WIDGETS INC.

File ID: 1234567890
Company ID: XXXX12345

Name: CORPTRANSFER

I. Adjustment Activity

This section provides details for all Rejects, Deletes, and Reversals processed today.

Individual ID Individual Name	Effective Date	Account Number R/T#	Debit Amount	Credit Amount
Reversal Detail				
100000000 ABCEDFG	01/14/20XX	222222222 333333333	.00	1,173.30
Reversal Totals		1 Reversals	.00	1,173.30

II. Origination Settlement Summary

This section summarizes all ACH settlement activity posting to your account today.

Processing Date	Settlement Type	Debit Amount	Credit Amount
01/12/20XX	ORIGINATION	2,095,983.91	.00
01/12/20XX	REVERSAL	.00	2,518.40
01/12/20XX	DISHONOR	.00	20.00
01/13/20XX	ORIGINATION	277,282.76	.00
01/13/20XX	REVERSAL	.00	1,417.50
01/13/20XX	RETURN	40,324.09	7,989.14
Settlement Summary Totals		2,413,590.76	11,945.04

III. Return/NOC Summary

This section summarizes all returns and Notifications of Change processed to your account today.

Detailed information for each transaction is available on your ACH Return Report.

Effective Date	Activity Type	Item Count	Debit Amount	Credit Amount
01/14/20XX	RETURN	155	40,324.09	7,989.14
01/14/20XX	NOC	254	.00	.00
Return/NOC Summary Totals		409	40,324.09	7,989.14

---- END OF REPORT ----



06/14/20XX 03:03 PM ET
 CUSTOMER ID: WELLS
 OPERATOR ID: HENRY

HENRY WELLS, INC.
ACH Return/NOC Report
 As of 06/14/20XX

Commercial Electronic Office®

Treasury Information Reporting

File ID: GDIZ000001
 Company ID: 1111111111

Name: WIDGETS INC.

Settlement Summary

Settlement Bank: 073000228
 Settlement Account: 12345

Company: WIDGETS INC.

Returned Items:
 (Includes Redeposited and Dishonored Totals below.)

Account 12345 will be debited

240.87 on 06/14/20XX

Transaction Detail

Individual ID Name	Eff Date Desc Date	Receiving RDFI/Acct No Co Entry Desc/Retn Trace #	Acct Type Tran Type	Amount	Reason Cd/Desc Original Trace No
111111111111 JOHN WELLS	06/14/20XX 010101	092901191/1000000001 MPS PAYMNT/092901190054001	SAV DB	136.88	R03/NO ACCOUNT 091000010608911
Comments:					

222222222222 MARY WELLS	06/14/20XX 010101	092905278/1000000002 MPS PAYMNT/091000011988982	SAV DB	103.99	R03/NO ACCOUNT 091000010608970
Comments:					

Notifications of Change

Individual ID Name	Eff Date Desc Date	Receiving RDFI/Acct No Co Entry Desc/Retn Trace #	Acct Type Tran Type	Amount	Reason Cd/Desc Original Trace No
333333333333 TONY WELLS	06/14/20XX 010101	292970854/300000000001 MPS PAYMNT/292970850042001	SAV DB	.00	C06/ACCOUNT NO 091000010608966
Correction: Account should be 300000000001					
Addenda: 091000010608966 2929708530000000001					
444444444444 JUDY WELLS	06/14/20XX 010101	292970854/9000000001 MPS PAYMNT/292970850051001	SAV DB	.00	C06/ACCOUNT NO 091000010608991
Correction: Account should be 9000000002					
Addenda: 091000010608991 2929708590000000002					
555555555555 ACME CORP	06/14/20XX 010101	292970854/0900000005 MPS PAYMNT/292970850052001	SAV DB	.00	C06/ACCOUNT NO 091000010609021
Correction: Account should be 00900000005					
Addenda: 091000010609021 2929708500900000005					
666666666666 ACME INC	06/14/20XX 010101	292970854/0900000005 MPS PAYMNT/292970850053001	SAV DB	.00	C06/ACCOUNT NO 091000010609022
Correction: Account should be 00900000005					
Addenda: 091000010609022 2929708500900000005					

Treasury Information Reporting

ARP statements and reporting

Helping you make more educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your account reconciliation process (ARP) data

Treasury Information Reporting offers a variety of online ARP statements and reports to help you reconcile your accounts. Delivered online through the *Commercial Electronic Office*® (*CEO*®) portal, ARP reports provide you with convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your exact business requirements. Through Treasury Information Reporting, you can access your ARP statements, get 14 optional ARP reports, and perform intracycle queries on your ARP data. Since the reports are available through the *CEO* business portal, you can get information whenever and wherever you want.

ARP statements and reports include:

ARP statements and reports. Access your ARP statements and 14 off-cycle optional reports in PDF format. Or choose just the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel.

ARP query report. Perform a query of your ARP data and download the results in CSV or Excel.

Custom reporting options. You can select up to 14 optional reports, eliminating the need to go through the entire statement to find information on specific types of transactions. When you download your reports in CSV or Excel, you can select just the columns of data that you need.

Previous statement periods. You can access your statements and reports from previous statement cycles. If you require longer retention, you can save the statements and reports to your PC or archive them to CD-ROM.

CEO Reporting Panel. Access ARP statements you customized and saved directly from the *CEO* home page via the *CEO* Reporting Panel.

Data retention. Receive regular reports and statements.

- ARP statements and reports (PDF): 12 rolling months.
- ARP statements and reports (CSV and Excel): 12 rolling months.
- ARP query report: Two statement cycles plus the current cycle.

Report formats. PDF, Excel, CSV.

continued

WELLS FARGO BANK, NA		STATEMENT OF ACCOUNT		PRINTED: 11-01-XX PAGE 1	
P.O. BOX 63XXXXX SAN FRANCISCO, CA 94163		WIDGETS, INC PAYROLL ACCOUNT		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 1111 999999	BANK: 00182	REPORT LIST & ARP CODE GLOSSARY		PERIOD: 10-01-XX TO 10-31-XX	
REPORT NAME	TYPE	MEDIA	DELIVERY CYCLE	CONTENT DESCRIPTION	
DETAIL CREDITS	STANDARD	PAPER		REPORTS ALL CREDIT TRANSACTIONS	
RECONCILEMENT DETAIL	STANDARD	PAPER		REPORTS ALL STOPS, CANCELS, VOIDS AND EXCEPTION CHECK ACTIVITY	
DETAIL CHECKS	STANDARD	PAPER		REPORTS ALL POSTED CHECKS, REVERSED CHECKS AND STOP PAYMENTS	
DETAIL OTHER DEBITS	STANDARD	PAPER		REPORTS ALL DEBIT TRANSACTIONS	
BALANCE BY DATE	STANDARD	PAPER		SUMMARIZES POSTED TRANSACTIONS AND BALANCES BY DAY	

WELLS FARGO BANK, NA		STATEMENT OF ACCOUNT		PRINTED: 11-01-XX PAGE 2	
ACCOUNT: 1111 999999	BANK: 00182	DETAIL CREDITS		PERIOD: 10-01-XX TO 10-31-XX	
REFERENCE	POSTED	AS/OF	AMOUNT	TRANSACTION DESCRIPTION	
9999999999	10-01-XX		1,063.25	ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000	
	10-23-XX		0.93	STAGECOACH SWEEP INTEREST PAYMENT	
	10-24-XX		29,384.34	DEPOSIT	
	10-24-XX		17,310.01	DESKTOP CHECK DEPOSIT	

WELLS FARGO BANK, NA		STATEMENT OF ACCOUNT		PRINTED: 11-01-XX PAGE 5	
ACCOUNT: 1111 999999	BANK: 00182	DETAIL CHECKS		PERIOD: 10-01-XX TO 10-31-XX	
SERIAL	ISSUE	POSTED	AMOUNT CODE	SERIAL	ISSUE POSTED AMOUNT CODE
25857	10-04-XX		976.69 REV/CK	92696	7-12-XX 7-19-XX 137.14 STOP/I
79846	10-20-XX 11-01-XX		288.60 STOP/I	92738	7-12-XX 401.34 O
80742	12-01-XX 12-05-XX		322.11	92761	7-12-XX 7-19-XX 319.34 STOP/I
80926	12-01-XX 12-11-XX		277.29	92795	7-12-XX 10-15-XX 480.98
BLANK	COUNT	AMOUNT		COUNT	AMOUNT
AGED	483	299,289.87	REV/CHK	3	3,208.04
CANCL/	0	0.00	STOP/EXP	1	87.50
CANCL/NI	3	2,247.29	STOP/I	34	14,943.46
INNR	0	0.00	STOP/NI	2	2,532.79
O	76	17,901.51	STOP/R	0	0.00
PRIORPAY	0	0.00	VOID	0	0.00

WELLS FARGO BANK, NA		STATEMENT OF ACCOUNT		PRINTED: 11-01-XX PAGE 16	
ACCOUNT: 1111 999999	BANK: 00182	RECONCILEMENT		PERIOD: 10-01-XX TO 10-31-XX	
		-----ACTIVITY-----		-----BALANCE-----	
		COUNT	AMOUNT	COUNT	AMOUNT
PREVIOUS OUTSTANDING CHECKS		94	34,487.15		
ISSUES THIS CYCLE		467	284,864.03		
ISSUES CANCELLED		<3>	<2,247.29>		
MATCH PAYS THIS CYCLE		<483>	<299,289.87>		
PRIOR PAYMENTS		<0>	<0.00>		
PRIOR STOP/NIS		<0>	<0.00>		
STOP/IS THIS CYCLE		<0>	<0.00>		
STOP/IS EXPIRED		1	87.50		
STOP/IS RELEASED		0	0.00		
ENDING OUTSTANDING CHECKS				76	17,901.51
<hr/>					
PREVIOUS STOP PAYMENTS		37	17,563.75		
STOP/IS THIS CYCLE		0	0.00		
STOP/IS EXPIRED		<1>	<87.50>		
STOP/IS RELEASED		<0>	<0.00>		
STOP/NIS THIS CYCLE		0	0.00		
STOP/NIS EXPIRED		<0>	<0.00>		
STOP/NIS RELEASED		<0>	<0.00>		
ENDING STOP PAYMENTS				36	17,476.25
<hr/>					
PREVIOUS INNRS		0	0.00		
INNRS THIS CYCLE		0	0.00		
PRIOR PAYMENTS		<0>	<0.00>		
INNRS DELETED		<0>	<0.00>		
INNRS REVERSED		<0>	<0.00>		
ENDING INNRS				0	0.00
<hr/>					
CHECKS THIS CYCLE		486	303,497.91		
REVERSED CHECKS		3	3,208.04		
VOIDS THIS CYCLE		0	0.00		
CANCELS WITHOUT ISSUES		0	0.00		

For more information on ARP statements and reporting, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

Account Reconciliation Plan (ARP) service

ARP optional reports

Helping you make better-educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your ARP data

Choose from 14 optional ARP reports — available on an ongoing or as-needed basis — that focus on specific portions of your statement. Our ARP reports allow you to review information and research transactions quickly and easily, helping you eliminate time-consuming searches.

ARP optional reports offer:

Detailed transaction data in 14 specific areas. The areas include paid checks, posted items, outstanding checks, deposit locations, credits, bank-originated entries, stop payments, reversed checks, issue notices not received, voids and cancels, issues this cycle, unpaid checks, matched paid items, and prior payments.

Convenient and timely delivery. Reports can be delivered online through the *Commercial Electronic Office*® (CEO®) portal, via transmission, or on paper. They can be delivered

with your standard statement or on a regular daily, weekly, monthly, or twice-monthly schedule. You may also request reports at any time during the month on a one-time-only basis. Turnaround time on special requests is one business day.

Sorting to match your needs. We will group, sort, and subtotal activity on your ARP statement and optional reports by a variety of information fields to match your accounting system or management information needs. The default order is by serial number, then by posted date.

Sample reports:

Paid Checks. This report identifies which checks have been paid, calculates their total value, and provides a simple means of investigating “checks paid” discrepancies between your bank statement and internal accounting records.

WELLS FARGO		ACCOUNT RECONCILEMENT			PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION			TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		PAID CHECKS REPORT			PERIOD: 05-31-08 TO 05-31-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION		
450201004		5-31-08	20.00	INNR		
450201005		5-31-08	200.00	INNR		
4050101002	5-30-08	5-30-08	100.00			
4050101004	5-30-08	5-30-08	20.00			
4050101005	5-30-08	5-31-08	200.00			
4050201001		5-31-08	10.00			
4050201002		5-31-08	109.00	INNR		
4050201003		5-31-08	1,000.00			
8			1,659.00	TOTAL		

continued

Posted Items Listing. This report summarizes all transactions (including detail checks, detail other debits, and detail credits) that are posted to your account (initiated by either you or Wells Fargo) during the accounting period you select.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 06-30-08 PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		POSTED ITEMS LISTING		PERIOD: 05-31-08 TO 06-30-08	
SERIAL	AS/OF	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
450101004	5-30-08	5-31-08	20.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101004 OURREF: 8-30-00 0000000	
450101005	5-30-08	5-31-08	200.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101005 OURREF: 8-30-00 0000000	
450201004	5-30-08	5-30-08	20.00	INNR	
450201005	5-30-08	5-30-08	200.00	INNR	
1400076517	5-31-08	5-31-08	1,330.00	ZERO BALANCE ACCOUNT TRANSFER FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999 00076517	
4050201002	5-30-08	5-31-08	100.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101002 OURREF: 8-30-00 0000000	
4050201002	5-30-08	5-31-08	109.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101002 OURREF: 8-30-00 0000000	
4050101004	5-30-08	5-31-08	20.00	INNR	
4050101005	5-30-08	5-31-08	200.00	INNR	
4050201001	5-31-08	5-31-08	10.00	INNR	
4050201002	5-31-08	5-31-08	109.00	INNR	
4050201003	5-31-08	5-31-08	1,000.00	INNR	
8			1,659.00	TOTAL DEBITS & CR.REV.	
4			1,659.00	TOTAL CREDITS & DR. REV.	

Note: This sample Posted Items Listing report reflects activity for a Full Reconciliation account.

Outstanding Checks.* This report provides a complete, detailed listing of all outstanding checks for the accounting period you have specified by summarizing your outstanding checks as of your statement date.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-06-08 PAGE 1					
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		OUTSTANDING CHECKS REPORT		PERIOD: 0-00-00 TO 05-06-08					
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-3-08	1,000.00	0		3051101002	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201003	5-3-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 3
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051301001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18		5,210.00	TOTAL				5,210.00	TOTAL	

Deposit Location. This report includes four sections:

Deposit Detail – lists all deposit-related transactions for each location.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 06-05-08 PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		DEPOSIT DETAIL REPORT		PERIOD: 5-01-08 TO 5-31-08	
LOC REF	POSTED	AS OF TYPE	AMOUNT	TRANSACTION DESCRIPTION	
1	5-09-08	C	400.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123	
1	5-09-08	C	500.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123	
1	5-09-08	D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001	
1	5-12-08	C	400.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12	
1	5-12-08	C	500.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12	
1	5-06-08	D	1.00	MERCHANT BNKCD FEE 050902 XXXXXXXXX999 STORE #11113111249 XXXXXXXXX999+ ROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX	
1	5-06-08	C	50.00	MERCHANT BNKCD DEPOSIT 050902 XXXXXXXXX999 STORE #1 XXXXXXXXX XXXXXXXXX99	
1	5-29-08	C	5.00	AMERICAN EXPRESS SETTLEMENT 050929 XXXXXXXXX99 STORE 001 XXXXXXXXX99XXXXXXXX XXXXXXXX 9+ FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX	
CREDITS:	6	TOTAL	1,860.00		
DEBITS:	2	TOTAL	56.00		
TOTAL:	8	TOTAL	1,804.00	FOR LOCATION: STORE #1	

Return Detail – lists only returned deposited items.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 06-05-08 PAGE 2	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		RETURNED DETAIL REPORT		PERIOD: 5-01-08 TO 5-31-08	
LOC REF	POSTED	AS OF TYPE	AMOUNT	TRANSACTION DESCRIPTION	
1	5-09-08	D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001	
TOTAL:	1	TOTAL	50.00	FOR LOCATION: STORE #1	

continued

Deposit Recap – summarizes total deposit-related transactions by location by day.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 06-05-08	PAGE 3
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222	DEPOSIT RECAP REPORT	PERIOD: 5-01-08 TO 5-31-08	
DATE # ITEMS	AMOUNT		
5-06-08 2	49.00		
5-09-08 3	650.00		
5-15-08 4	900.00		
5-29-08 1	5.00		
5-30-08 1	15.00		
TOTALS 11			
1,819.00 FOR LOCATION: STORE #1			

Deposit Summary – summarizes all activity by location, and lists any locations without activity for the period.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 06-05-08	PAGE 4
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222	DEPOSIT SUMMARY REPORT	PERIOD: 5-01-08 TO 5-31-08	
LOCATION # LOCATION NAME	# ITEMS	AMOUNT	
1 STORE #1	11	1,819.00	
CREDITS: 8	TOTAL	1,875.00	
DEBITS: 3	TOTAL	56.00	
TOTAL: 11	TOTAL	1,819.00 FOR CURRENT ACTIVITY PERIOD	
NO DEPOSIT ACTIVITY FOR CURRENT REPORTING PERIOD			
2 STORE #2			
3 STORE #3			

Credits. This report provides a detailed listing of credits and credit reversals. It allows you to sort and subtotal credit transactions to accommodate your specific accounting requirements.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222	CREDITS REPORT	PERIOD: 04-28-08 TO 05-28-08	
SERIAL AS/OF POSTED	AMOUNT	TRANSACTION DESCRIPTION	
	5-01-08	100,000.00 EURODDOLLAR SWEEP CREDIT FROM 0000000000 STORE #1 SUB ACCT 0000XXXXX6789	
	5-06-08	200,000.00 WT SEQ#12345 ABC CO /ORG=ABC INC SRF#IN0XXXXXXXXX999 TRN XXXXX12345 RFB# 000000099	
	5-20-08	200,000.00 WT SEQ#12345 ABC CO /ORG=ABC INC SRF#IN0XXXXXXXXX999 TRN XXXXX12345 RFB# 000000099	
	5-06-08	1,000.00 DEPOSIT	
	5-06-08	2,000.00 WHOLESALE LOCKBOX DEPOSIT	
	5-06-08	3,000.00 WHOLESALE LOCKBOX DEPOSIT	
1	5-01-08	100.00 DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXXX999	
1	5-08-08	200.00 DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXXX999	
1	5-13-08	300.00 CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXXX999	
1	5-13-08	400.00 CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXXX999	
11	5-19-08	500.00 Cash Only Customer Deposit FROM 0000000001 STORE #1 SUB ACCT 0000000000	
11	5-01-08	100.00 DEPOSIT	
	5-07-08	200.00 DEPOSIT	
XXXX999	5-23-08	50.00 MERCHANT BNKCD DEPOSIT 050922 XXXXXXXX999 BEMIDJ11680338392 XXXXXXXX999	
XXXX999	5-26-08	100.00 MERCHANT BNKCD DEPOSIT 050922 XXXXXXXX999 BEMIDJ11680338392 XXXXXXXX999	
XXXX555	5-27-08	1.00 DISCOVER NETWORK SETTLEMENT 050925 XXXXXXXX555ABC HEALTHCARE AXXXXXXXXX XXXXXXXX555	
XXXX555	5-21-08	15.00 DISCOVER NETWORK SETTLEMENT 050920 XXXXXXXX555ABC HEALTHCARE AXXXXXXXXX XXXXXXXX555	
32100000	5-26-08	100.00 09/26BANKCARD DEPOSIT -XXXXX3210	
32100000	5-13-08	200.00 09/13BANKCARD DEPOSIT -XXXXX3210	
XXXXXX456	5-02-08	5,000.00 AMERICAN EXPRESS SETTLEMENT 050902 XXXXXXX456 ABC INC XXXXXXX456XXXXXXXX250 XXXXXXX456	
XXXXXX456	5-26-08	5,000.00 AMERICAN EXPRESS SETTLEMENT 050924 XXXXXXX456 ABC INC XXXXXXX456XXXXXXXX250 XXXXXXX456	
XXXXXX999	5-20-08	20,000.00 CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 0000XXXXXXXX456	
XXXXXX999	5-01-08	50,000.00 CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 0000XXXXXXXX456	
XXXXXX123	5-15-08	50,000.00 ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 STORE #1 SUB ACCT 0000XXXXXXXX123	
23		438,266.00 TOTAL CREDITS	
0		0.00 TOTAL CREDITS REVERSALS	
23		438,266.00 TOTAL NET CREDITS	

Bank Originated Entries. This report delivers a complete, detailed listing of all debit and credit transactions initiated by Wells Fargo.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222	BANK ORIGINATED ENTRIES	PERIOD: 04-28-08 TO 05-28-08	
SERIAL AS/OF POSTED	AMOUNT	TRANSACTION DESCRIPTION	
	4-29-08	268.07 BC	
	4-29-08	294.10 BC	
	5-15-08	339.96 BC	
	5-15-08	339.96 BC	
	4-29-08	474.98 BC	
	5-21-08	608.62 BC	
	5-21-08	608.92 BC	
	4-28-08	833.72 BC	
	4-31-08	1,330.00 BC	
	5-08-08	13,198.54 BD	
	5-01-08	13,498.27 BD	
	5-15-08	16,974.03 BD	
	5-13-08	30,623.71 BD	
	5-21-08	37,523.87 BD	
	4-29-08	44,385.66 BD	
6		156,204.10 TOTAL DEBITS & CR. REV.	
9		5,098.33 TOTAL CREDITS & DR. REV.	

continued

Stop Payments. This report gives you a detailed listing of all stop payments, including stop payment renewals, releases, and expirations.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-30-08		PAGE 1			
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		STOP PAYMENTS REPORT				PERIOD: 04-28-08 TO 05-28-08					
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	273.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-13-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Reversed Checks.** This report provides you with a list of checks that were reversed during the current statement cycle due to posting errors, such as dollar values that do not match your register. Reversed Issue Notices Not Received (INNRS) are also listed. Bank-originated entries are excluded from the report.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222		REVERSED CHECKS REPORT				PERIOD: 05-31-08 TO 05-31-08				
SERIAL	REVERSED	POSTED	AMOUNT	TRANSACTION DESCRIPTION						
450101004	5-31-08	5-30-08	20.00	REV/CK						
450101005	5-31-08	5-30-08	200.00	REV/CK						
4050101002	5-31-08	5-30-08	109.00	REV/CK						
3			329.00	TOTAL REVERSED CHECKS						
0			0.00	TOTAL REVERSED INNRS						

Issue Notices Not Received.** This report helps you identify accounting discrepancies between your books and your bank statement by focusing on checks paid during the current statement cycle for which Wells Fargo did not receive an issue notice or could not match to your register.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222		ISSUE NOTICES NOT RECEIVED				PERIOD: 05-31-08 TO 05-31-08				
SERIAL		POSTED	AMOUNT	TRANSACTION DESCRIPTION						
450101004		5-31-08	20.00	INNR						
450101005		5-31-08	200.00	INNR						
4050101002		5-31-08	109.00	INNR						
3			329.00	TOTAL						
			0.00	TOTAL						

VOIDS and CANCELS.* This report gives you a complete list of all checks that have either been canceled or voided as of the date indicated on the report.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-06-08		PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222		VOIDS AND CANCELS REPORT				PERIOD: 05-06-08 TO 05-06-08				
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION						
3051101001	5-03-08	5-06-08	10.00	CANCL/I						
3051101002	5-03-08	5-06-08	100.00	CANCL/I						
3051101003		5-06-08	0.00	VOID						
1			0.00	TOTAL VOIDS						
2			110.00	TOTAL CANCELS/I						
0			0.00	TOTAL CANCELS/NI						

continued

Issues This Cycle.* This report recaps your checks-issued information as received by Wells Fargo and is helpful in identifying “checks issued” input errors, as well as the cause of “checks issued” versus “checks paid” differences (INNR activity).

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		ISSUES THIS CYCLE REPORT				PERIOD: 05-31-08 TO 05-31-08			
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
4050201001	5-30-08	10.00	0	PAYEE NAME 1	4050201004	5-30-08	20.00	0	PAYEE NAME 4
4050201002	5-30-08	100.00	0	PAYEE NAME 2	4050201005	5-30-08	200.00	0	PAYEE NAME 5
4050201003	5-30-08	1,000.00	0	PAYEE NAME 3					
5		1,330.00		TOTAL					

Unpaid Checks.* This report provides a detailed listing of transactions that do not affect your account’s ledger balance, such as voids, cancellations, stop payments, and outstanding items. Totals for stops and outstanding checks reflect cumulative balances. Totals for voids and cancels represent the current statement cycle’s activity.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-05-08		PAGE 1			
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		UNPAID CHECKS REPORT				PERIOD: 5-05-08 TO 5-05-08					
SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO
3051101001	5-05-08		10.00	0		3051201005	5-05-08		200.00	0	
3051101002	5-05-08		100.00	0		3051201008	5-05-08	5-05-08	10.00		STOP/NI
3051101003	5-05-08		1,000.00	0		3051301001	5-05-08		10.00	0	
3051101004	5-05-08		20.00	0		3051301002	5-05-08		100.00	0	
3051101005	5-05-08		200.00	0		3051301003	5-05-08		1,000.00	0	
3051201001	5-05-08		10.00	0		3051301004	5-05-08		20.00	0	
3051201002	5-05-08		100.00	0		3051301005	5-05-08		200.00	0	
3051201003	5-05-08		1,000.00	0		3051301006	5-05-08	5-05-08	10.00		CANCL/NI
3051201004	5-05-08		20.00	0		3051301007	5-05-08		0.00		VOID
15			3,990.00		TOTAL OUTSTANDING						
2			10.00		TOTAL CANCELS & VOIDS						
1			10.00		TOTAL STOP PAYMENTS						

Matched Paid.** This report delivers a detailed list of every check that has been paid during the current statement cycle and matched with one of your check registers to help simplify your account reconciliation process.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		MATCHED PAID REPORT				PERIOD: 5-31-08 TO 5-31-08			
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
4050101002	5-30-08	5-31-08	100.00						
4050101004	5-30-08	5-31-08	20.00						
4050101005	5-30-08	5-31-08	200.00						
4050201001	5-30-08	5-31-08	10.00						
4050201003	5-30-08	5-31-08	1,000.00						
5			1,330.00	TOTAL					

Prior Payments.* This report helps you effectively manage and reduce your Issue Notices Not Received (INNR) balance by identifying the checks paid by Wells Fargo during a previous statement cycle but received as an issue during the current cycle.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		PRIOR PAYMENTS REPORT				PERIOD: 5-01-08 TO 5-31-08			
SERIAL	ISSUE	POSTED	AMOUNT	CODE	SERIAL	ISSUE	POSTED	AMOUNT	CODE
216524	5-12-08	5-31-08	11,539.59	PRIORPAY	216527	5-23-08	5-31-08	421.76	PRIORPAY
2			11,961.35	TOTAL					

*These reports are not available with Partial ARP.

**Issue Notices Not Received, Reversed Checks, and Matched Paid reports are available for Partial ARP only when in conjunction with Positive Pay.

For more information on the ARP service, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

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 endorser 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.



Treasury Management Product Enrollment

Customer Information

Customer Name	_____	CEO Company ID	_____
Street Address	_____		
City	_____	State	_____
		Zip	_____
Country Name	United States	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)	_____
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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
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Signature	Date
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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>	

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

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.** Bank's Returned Item Services enable Company to have Bank (a) act as Company's returned Item processor with respect to Items payable to Company that are presented to Bank or another financial institution for payment and returned to Bank unpaid (each, a "Returned Item") in accordance with Company's Special Instructions to Bank for Returned Items ("Special Instructions") and (b) originate debits and report and process credits received for Company's returned check fee ("Returned Item Service Fee Recovery"). Company will communicate its Special Instructions regarding Company's Returned Items to Bank, and Bank will communicate to Company regarding the Services, using the media, format and communication channel(s) to which Company and Bank agree, separately.
3. **Conditions to Provision of Bank's Service.** As conditions to Bank's provision of the Services, Company will at all times (a) maintain Company's demand deposit account(s) at Bank (each, an "Account") in good standing; (b) subscribe to Bank's *Commercial Electronic Office*[®] ("CEO[®]") Service; and (c) comply with all Rules Applicable to Bank's Returned Item Services as set forth in this Service Description.
4. **Rules Applicable to Bank's Returned Item Services.** Bank will provide its Services to Company in accordance with:

- 4.1. the Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
 - 4.2. 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 Returned Item Service Fee Recovery Service when Bank originates an ACH entry on Company's behalf, the National Automated Clearinghouse Association Operating Rules, as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member (together, the "NACHA Rules"), all as amended from time to time.
5. **Special Instructions.** Bank will process Company's Returned Items in accordance with Company's Special Instructions, unless Bank determines in Bank's sole discretion that doing so with respect to a Returned Item would prevent Bank from effectively providing Bank's Service to Company.
6. **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 the account or to an account at another financial institution.
7. **Returned Item Service Fee Recovery.** Bank determines the state whose laws establish the maximum returned check fee that Company may assess a customer who issues a Returned Item to Company based on information about Company's retail locations Company provides to Bank when Company enrolls in the Service and subsequently after Bank receives notice from Company regarding a location change in Company's retail locations. If Company fails to provide information to Bank regarding a location change in a timely fashion, Bank will assess the lowest maximum fee permitted in the states for which Company has provided location information.
8. **ACH Entries.**
 - 8.1. **Payment Obligations; Settlement; Returned Debit Entries.** In the case of Services for which Bank originates ACH debit entries on Company's behalf, each credit to Company's Account will be made on the applicable settlement date. Bank may charge Company's Account for any debit, correcting or reversing entry which is later returned to Bank. Company authorizes Bank upon prior oral or written notice to Company to place a hold on an equal amount of funds in Company's Account or to take any other action Bank deems appropriate to ensure Bank receives payment for any debit, correcting or reversing entry which is later returned to Bank.
 - 8.2. **Reimbursement.** Company will reimburse Bank for any loss or expense Bank incurs, including reasonable attorney's fees and legal expenses, as the result of (a) a breach of any warranty Bank makes under the NACHA Rules in connection with providing the Services to Company, (b) a breach of any representation or warranty that Company makes in this Service Description, or (c) an action Company asks Bank to take in connection with Bank's providing the Services to

Company. Company authorizes Bank to recover any such amount by debit to any account Company owns in whole or in part at Bank or any affiliate of Bank.

- 9. Company's Representations and Warranties.** Company represents and warrants to Bank that:
- 9.1.** The information about Company's retail locations that Company provides to Bank in accordance with section 7 is accurate.
 - 9.2.** Company has received and will maintain current copies of the Rules Applicable to Services including without limitation Reg CC, Reg E and the NACHA Rules and is in compliance therewith.
- 10. Company's Agreement to Indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 10, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
- 10.1.** Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation including without limitation Company's obligation to provide Bank with information about Company's locations.
 - 10.2.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
 - 10.3.** 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; and
 - 10.4.** A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Services under this Service Description, any failure by Bank to assess the correct Returned Item Service fee based and any delay in the return of any Returned Item.
- 11. Bank's Assessment of Services.** Company agrees Bank may at any time or times modify this Service Description upon notice to Company, and the Service Description as modified will supersede this Addendum and be binding upon Company.
- 12. Survival.** Sections 6, 7, 8, 9, and 10 of this Service Description will survive termination of the Service.

WHOLESALE LOCKBOX SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the applicable documentation (“Service Documentation”) governing the Wells Fargo Bank, N.A. (“Bank”) Wholesale Lockbox service (“Service”). For treasury management relationships governed by Bank’s Master Agreement for Treasury Management Services, the Service Documentation includes the Acceptance of Services, and “Company” is the company identified in the Acceptance of Services. For treasury management relationships governed by Bank’s Deposit Agreement and Disclosures for Commercial Accounts, the Service Documentation includes the related Depository Authorization & Agreement Certificate and/or Signature Card, as applicable (each an “Authorization Certificate”), and “Company” is the company identified in the Authorization Certificate. As used in this Service Description, the term “Master Agreement” refers to either Bank’s Master Agreement for Treasury Management Services or Bank’s Deposit Agreement and Disclosures for Commercial Accounts, as applicable.
- 2. Scope of Service.** The Service covers the processing of (i) checks and other instruments submitted in payment of obligations to Company (“Remittances” or “Checks”) and (ii) written authorizations to charge payments due Company to the payors’ credit cards (“Charge Authorizations”). However, processing of Charge Authorizations is not available at all processing sites. To the extent Company is not using the Service to process Charge Authorizations, the references to Charge Authorizations throughout this Service Description will not apply to Company.
- 3. Commencement of Service.** The Service will start on the date separately agreed to by Bank and Company if the following events have occurred before such date:

 - 3.1.** The United States Postal Service has assigned the Lockbox (as defined in Section 4 below) to Company with the number and at the address specified by Bank to Company;
 - 3.2.** The Account (as defined in Section 6 below) has been opened and is in good standing;
 - 3.3.** Company has designated to Bank in writing the processing options selected by Company for the Service; and
 - 3.4.** Company has provided to Bank such other information and documents as Bank requests to enable Bank to commence and operate the Service for Company and to enable Bank to comply with its other obligations under this Service Description.
- 4. Lockbox.** Company will direct its customers to mail Remittances and (if applicable) Charge Authorizations to the post office box identified in Company’s Lockbox Service Set-up Form, or otherwise identified in writing to Company by Bank (the “Lockbox”). Bank (including any subcontractor of Bank) will have exclusive access to the Lockbox. Bank will give appropriate instructions concerning the Lockbox to the United States Post Office where the Lockbox is located.
- 5. Processing Lockbox Mail.** Each Business Day (a day on which Bank is open to conduct its regular banking business, other than a Saturday, Sunday or public holiday), Bank or its subcontractor will pick up at, and transport from, the Lockbox to the processing site or sites designated by Bank (each a “Processing Site”) the Remittances and Charge Authorizations

addressed to the Lockbox. Except as otherwise specifically provided in this Service Description, Bank or its subcontractor will open the Remittances and Charge Authorizations and process them in accordance with the lockbox processing procedures set forth in this Section 5 (the "Processing Procedures"). Company agrees to instruct its customers and other obligors not to send cash to the Lockbox.

5.1. Disposition of Remittances, Charge Authorizations, and Remittance Materials.

On each day Bank offers the Service, Bank will collect from the Lockbox the envelopes and other contents of the Lockbox. Bank will open the envelopes and determine whether they contain any Charge Authorizations, Remittances, remittance statements, invoices, correspondence, cash, papers, documents, or other items. Unless otherwise requested by Company and agreed to by Bank, if cash is sent with any remittance materials the cash will be removed from the envelope containing the remittance materials and a credit advice of the amount of the cash will be placed in such envelope with the remainder of the envelope's contents. Except as otherwise specifically provided in these Processing Procedures or elsewhere in this Service Description, or as specifically requested by Company and agreed to by Bank, Bank will not reconcile the Remittances, Charge Authorizations, cash or other items in the envelopes to invoices, to remittance statements, or to any other documents or papers in the envelopes or elsewhere. Bank will process any Remittances, Charge Authorizations and any cash in the envelopes as provided in these Processing Procedures.

5.2. Document Identification, Imaging, and Data Capture. Bank or its subcontractor will, if requested (i) print an audit trail identification number on each of the checks it processes, (ii) image all Remittances, Charge Authorizations, remittance stubs and correspondence included among the remittance materials.

5.3. Checks Not to Be Deposited. Unless otherwise requested by Company and agreed to by Bank, Bank will not deposit Checks falling into any of the following four categories, or Checks which Company has specifically instructed Bank in writing not to deposit.

5.3.1. Unacceptable Payees. Checks on which the name or designation of the payee is not the name or designation specified by Company to Bank for acceptable payees or a reasonable variation (in Bank's opinion) of such name or designation.

5.3.2. Postdated and Staledated Checks. Checks which are postdated three or more days after the date they are collected from the Lockbox, postdated Checks that in Bank's opinion would not be paid on presentation, and Checks dated six (6) months or more prior to the date they are collected from the Lockbox.

5.3.3. Indeterminable Amount. Checks on which the correct amount of the Check cannot be determined from the Check and the documents accompanying the Check, or Checks on which the numerical and written amounts are not the same and the envelope containing the Check did not contain an invoice or a Remittance statement (or, if such were included, the amount of the invoice or Remittance statement did not match either the numerical or written amount on the Check).

5.3.4. Alterations. Checks with alterations; provided, however, that Bank will only use reasonable efforts to catch such alterations and prevent deposits. As a result, Bank will have no liability whatsoever, despite anything to the contrary in

the Lockbox Agreement, for its deposit of any Check containing an alteration, unless the deposit results directly from the willful misconduct of Bank's officers or employees.

- 5.4. Checks to Be Deposited.** Unless Company specifies otherwise in writing to Bank, Checks which do not fall into one of the four categories listed in Section 5.3 above will be deposited in the Account as provided in Section 5.7 below, and Checks falling into either of the following two categories will be deposited in the Account after being processed as provided below, unless they also fall into one of the four categories listed in Section 5.3 above, in which case they will not be deposited.
- 5.4.1. Discrepancies in Amount.** Checks on which the numerical and written amounts are not the same, in which case the amount deposited will be that amount which corresponds to the amount on the invoice or Remittance statement enclosed in the envelope with the check. If the numerical and written amounts on any Check are the same, but do not correspond to the amount on the invoice or Remittance statement enclosed in the envelope with the Check, the Check amount will be deposited.
- 5.4.2. Missing Date.** Checks which are not dated, in which case the Check will be deposited after being dated by Bank as of the date it is collected from the Lockbox.
- 5.5 Foreign Checks.** If Company so desires, Bank will deposit and process certain Checks drawn on a foreign bank or payable in a currency other than United States Dollars, so long as the both the country in which the foreign bank is located and the currency in which the Check is payable currently appear on that certain list, announced by Bank from time to time, of foreign bank locations and currencies for which Bank is willing to process Checks. Foreign Checks not meeting these criteria will not be deposited.
- 5.6. Restrictive Notations.** Bank will not inspect checks to determine whether they bear restrictive notations, such as "Paid in Full". Bank will have no liability whatsoever, despite anything to the contrary in this Service Description, for depositing or otherwise handling any check bearing a restrictive notation in accordance with these Processing Procedures, regardless of whether Bank has knowledge of such restrictive notation.
- 5.7. Deposits of Checks and Cash.** During each Business Day, Bank will make deposits of the acceptable Checks and cash received in the Lockbox by crediting the Account for the amount of such Checks and cash. Checks and cash received and processed on any day which is not a Business Day will be deposited to the Account on the next succeeding Business Day. Except as otherwise specifically provided in this Service Description, the normal and customary laws, rules, practices and procedures for handling deposits to checking accounts will apply to these Processing Procedures and the Service.
- 5.8. Changes in Names or Designations of Payees.** Company may at any time upon ten (10) calendar days advance notice to Bank request that a name or designation on Company's list of payees sent to Bank be deleted or added, and Bank will add or delete the name or designation if the request is acceptable to Bank.
- 5.9. Eligibility Requirements for Processing Charge Authorizations.** In order to be eligible for processing by Bank, a Charge Authorization received in the Lockbox must contain the name of the account debtor, the account debtor's credit card number, the

expiration date, the three digit security code, and the amount of the payment authorized, all of which must be written or imprinted on the authorization form in a reasonably legible manner. If any one of these items of information is missing from a Charge Authorization, or is, in the sole judgement of Bank or its subcontractor, not sufficiently legible for processing purposes, the Charge Authorization will not be processed, and will be forwarded to Company as set forth below.

- 5.10. Processing Charge Authorizations for Approval.** Bank will proceed to process for approval each Charge Authorization received in the Lockbox which contains the information required in Section 5.9 above and is otherwise eligible for processing. Bank will seek approval from the issuer of the applicable credit card for the payment transaction set forth on the Charge Authorization. Bank will submit for settlement each Charge Authorization approved in this manner.
- 5.11. Settlement Report for Charge Authorizations.** Following processing of Charge Authorizations for approval, Bank will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. Bank will generate a settlement report for all approved Charge Authorizations and will make it available to Company in the manner mutually agreed upon during implementation of the Service.
- 5.12. Imaging.** Bank or its subcontractor will electronically image checks, Charge Authorizations, remittance statements and correspondence received in the Lockbox. Company acknowledges and agrees that the images are not works made for hire and are the property of Bank and not of Company.
- 5.13. Truncation of Remittance Materials.** Company understands that any original remittance statements, invoices, coupons, correspondence and other remittance materials that are imaged by Bank pursuant to this Service Description will be destroyed by Bank five (5) calendar days after they are imaged. Therefore, Company must notify Bank of any issues which require inspection of original remittance materials prior to expiration of such five (5) day period.
- 5.14. Transmission of Information from Processed Remittances and Charge Authorizations.** Each Business Day that Bank offers the Service, Bank will electronically transmit to Company, in accordance with the transmission method and file format agreed upon between Bank and Company, information from processed Remittances and Charge Authorizations, including credit card transaction data, and each settlement report applicable to approved Charge Authorizations.
- 5.15. Mailing Undeposited Checks and Unimaged Remittance Materials to Company.** Unless otherwise specified by Company in writing to Bank, Bank will mail to Company, in accordance with the terms of this Service Description, (i) any remittance statements, invoices, correspondence, papers, and other documents enclosed in each envelope sent to the Lockbox which are not imaged in accordance with this Service Description, and (ii) any Checks enclosed in such an envelope which are not deposited in accordance with these Processing Procedures.
- 5.16. Nil Report.** On any Business Day when Bank collects no cash or Checks from the Lockbox, Bank will send Company a statement to that effect if Company so requests.
- 6. Account.** Company will maintain a deposit account with Bank, which Company will designate in the Lockbox Service Set-up Form or otherwise in writing, to which Bank or its subcontractor will (i) deposit Remittances received through the Lockbox, and (ii) credit amounts attributable to settlement of Charge Authorizations received through the Lockbox, throughout the term of

the Service (the "Account"). Company understands that this Service Description covers the lockbox service to be provided by Bank and, except as specifically provided in this Service Description, does not cover the handling of the Account or the processing of checks drawn on the Account. Except as otherwise specifically provided in this Service Description, the Account will be handled and checks drawn on the Account will be processed by Bank as Bank would perform such responsibilities with respect to any other demand deposit account at Bank. As a result, the Account will be subject to, and Bank's operation of the Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Account (the "Account Agreement"), a copy of which Company acknowledges having received.

- 7. Deposits and Confirmations.** Company authorizes Bank to endorse Remittances received at the Lockbox, and to deposit them into the Account as provided in the Processing Procedures. If any payee of a Remittance received in the Lockbox is a legal entity other than Company, Company represents and warrants to Bank that Company has the proper authorization from the payee to have the Remittance endorsed for deposit, and deposited, into the Account, and Company agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") suffered or incurred by Bank as a result of, or in connection with, Company's failure to have proper authorization. Company also authorizes Bank to process and settle Charge Authorizations received at the Lockbox, and to cause the amounts received on account of settlements of such Charge Authorizations to be credited to the Account as provided in the Processing Procedures. Bank will provide to Company an advice of deposits and other credits made to the Account. Company agrees to notify Bank's customer service center, whose address and telephone number is available upon request from Bank, (i) of any error in an advice of deposit within fourteen (14) calendar days after Company receives such advice of deposit and (ii) of any error in a bank statement, or of any failure of a bank statement to show a deposit that should have been made during the period covered by the statement, within thirty (30) calendar days after Company receives such bank statement. The liability of Bank for such errors is limited as provided in Section 17 of this Service Description.
- 8. Access to Lockbox Images.** The Service will allow Company to enter a website hosted by Bank or its subcontractor (the "Website") for the purpose of accessing archival images of Charge Authorizations, Remittances and other remittance materials processed through the Lockbox, and giving Bank or its subcontractor certain types of instructions with regard to the processing of such remittance materials. Company agrees to use the Website only in accordance with this Service Description and any notices and information posted on the Website (collectively, the "Website Use Documentation"). Persons entering the Website for Company (the "Users") must also accept any "terms of use" for the Website which appear on the Website when a User initially logs on.
- 9. Security Procedures.**

 - 9.1.** Bank or its subcontractor will provide each User with a multi-factor authentication compliant access method (which may consist of a combination of user names, passwords, passphrases, digital certificates and/or tokens) to be used whenever the User enters the Website.
 - 9.2.** It is Company's responsibility to ensure that any user names, passwords, passphrases, digital certificates and tokens provided in connection with use of the Website (collectively, "Security Devices") are known to, and used only by, persons who have been properly authorized by Company to access the Website and use the Service through the Website.

9.3. FAILURE TO PROTECT SECURITY DEVICES MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICE, (2) CORRECT, CHANGE, VERIFY, OR SEND DATA USED WITH THE SERVICE, (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, BANK OR (4) ACCESS COMPANY'S ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO THE WEBSITE, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH COMPANY'S SECURITY DEVICES WILL BE DEEMED TO BE ENTRIES, USES, AND COMMUNICATIONS AUTHORIZED BY COMPANY AND SHALL BE BINDING UPON COMPANY. COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL SECURITY DEVICES. Company acknowledges the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (a) notifying Bank immediately when any new person becomes a User or when any existing User stops being a User, (b) disabling access to the Website immediately for each User who stops being a User, and (c) not keeping, in any form or in any place, lists of Security Devices.

9.4. Company agrees to notify Bank immediately when Company becomes aware of any loss or theft of, or any unauthorized use of, any Security Device. Company also agrees to notify Bank immediately when Company becomes aware of any unauthorized entry into the Website.

10. Use of Certain Software to Access the Website. In using the Website, Company will be sending financial and other data as well as electronic messages directly to Bank or Bank's subcontractor through the Internet. Company acknowledges that when the Internet, or other electronic communications facilities, are used to transmit or receive data and messages, the data and the messages may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, Company agrees to transmit and receive data and messages through the Website using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol or other protocols required by, or acceptable to, Bank, and to follow the log-on procedures established by Bank or its subcontractor that support such protocols.

11. Restricting or Terminating Access to the Website. In addition to, and not in substitution for, any provision in this Service Description or the other Service Documentation, Company understands and agrees neither Bank nor its subcontractor will in any way be obligated to permit Users access to the Service through the Website if (a) such use or access is inconsistent with any term or condition applicable to the Service or the Website or to the information to be accessed, (b) such use or access is not permitted by applicable state or federal law or regulation, (c) Bank has reasonable cause to believe that such use or access may not be authorized by Company or any third person whose authorization Bank believes is necessary for such use or access, or (d) Bank has reasonable cause to deny such use or access for Company's protection or the protection of Bank or Bank's subcontractor. If the Service cannot be used through the Website, Bank will make reasonable efforts for the Service to be used by other means. Neither Bank nor its subcontractor shall have any liability to Company for any losses or damages Company may suffer or incur as a result of any such termination.

12. Intra-Day Image Access. Company understands that any images which it accesses on an intra-day basis may not be final, and are subject to further value-added keying. Therefore, Company expressly assumes all risk associated with Company's use of such intra-day images.

- 13. Decisioning Module.** If Bank's decisioning module is available to Company, and Company elects to use it in connection with the Service, Company will be able to send instructions through the Website to Bank or its subcontractor as to how to process certain Remittances or Charge Authorizations which Bank classifies as either "processable suspend" or "unprocessable" (collectively, the "Unprocessable Items"). Company will have several options for instructions, as agreed upon in advance by Bank and Company. Such options may include one or more of the following: (i) apply the Unprocessable Item to a specific customer account, (ii) apply the Unprocessable Item to Company's suspense account, (iii) reject the Unprocessable Item and have it placed in Company's reject package, or (iv) direct Bank to issue a letter of pre-arranged content to the remitter of the Unprocessable Item. Each message related to the processing of an Unprocessable Item (a "Decisioning Instruction") must be received by Bank or its subcontractor by the cutoff time for deposit or processing of such item which Bank and Company have mutually agreed upon during implementation of the Service. If no Decisioning Instruction is received by the specified deadline, the Unprocessable Item will be handled in accordance with the Processing Procedures or any other standing instructions applicable such items. Bank will have no liability or responsibility whatsoever for any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions.
- 14. Customer Service.** Any questions or problems that Company has with respect to the Service should be addressed to Bank's customer service center at the telephone number and address separately disclosed to Company.
- 15. Claims, Legal Progress and Notices.** If Bank receives any claim, notice, legal process or court order relating to the Charge Authorizations, the Remittances, the Lockbox or the Account, Bank will comply with it if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it.
- 16. Indemnification.** Company agrees to indemnify Bank and its officers, directors, employees, agents and subcontractors (collectively, "Indemnified Parties") and hold each of the Indemnified Parties harmless from and against any and all losses, liabilities, claims, damages, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") which any one or more of the Indemnified Parties suffers or incurs in relation to (i) the processing of Charge Authorizations, (ii) any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions, or (iii) any action taken by Bank or its subcontractor in response to a Decisioning Instruction, except to the extent that any such Losses and Liabilities are directly caused by Bank's gross negligence or willful misconduct.
- 17. Limitation of Liability.** Company understands and agrees that, absent manifest evidence of fraud, Bank is entitled to assume that each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor purporting on its face to give the Charge Authorization, and Bank will have no liability for processing such Authorization in accordance with the Processing Procedures. In addition to the other limitations on Bank's liability contained in the Master Agreement, if Company incurs a material loss which results directly from Bank's or its subcontractor's negligence or breach in performing the Service and (i) if such negligence or breach is a failure to deposit any check which should have been deposited or to process any Charge Authorization which should have been processed, pursuant to this Service Description, the liability of Bank and its subcontractor shall be limited to direct money damages in an amount not to exceed interest on the amount of the check or the amount of the payment authorized under the Charge Authorization at a rate equal to the cost of funds (at a reserve adjusted daily interest rate which Bank will determine in good faith) for the time period such amount is not in the Account, which time period for the purpose of calculating the interest will not extend beyond the end of the thirty (30) calendar day notice period referred to in

Section 7 of this Service Description, and (ii) if such negligence or breach results from any other action or failure to act by Bank or its subcontractor, the liability of Bank and its subcontractor shall, unless otherwise provided by any law which cannot be varied by contract, be limited to direct money damages in an amount not to exceed the lesser of (A) three (3) times all the Service Fees charged or incurred in relation to the Service during the calendar month immediately preceding the calendar month in which the loss occurred (or, if no such fees were charged or incurred in the preceding month, such fees charged or incurred in the month in which the loss occurred), or (B) Two Hundred Thousand Dollars (\$200,000.00).

- 18. Termination.** Upon termination of the Service, Bank will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by Company for a period of three (3) months after the termination date, unless arranged otherwise between Company and Bank, with Service Fees with respect to such disposition based on Bank's estimate being prepaid directly to Bank at the time of such termination in immediately available funds or by another payment method acceptable to Bank in its sole discretion.
- 19. Assignment.** Notwithstanding anything to the contrary in the Agreement, the rights and obligations of Bank with respect to the Service shall be assignable to any successor in interest without restriction.
- 20. Instructions.** Bank is authorized to act on any instructions received by Bank if (i) such instructions purport to be made in the name of Company, (ii) Bank reasonably believes that they are so made, and (iii) they do not conflict with the terms of this Service Description, including, but not limited to, the Processing Procedures, as such terms may be amended from time to time, unless the conflicting instructions are supported by a court order.
- 21. Authorized Persons.** Any person identified by Company in the Lockbox Service Set-up Form or any certification, notice or other communication delivered to Bank may receive information, communications and notices regarding the Service, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Service. If the identity of such a person changes Company will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a certification, notice or other communication to act on it.
- 22. Software, Hardware and Backup Requirements.** Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with this Service Description, Company will as soon as reasonably possible deliver to Bank all data in Company's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.
- 23. Survival.** Sections 7, 9, 11, 12, 16, 17 and 23 of this Service Description will survive termination of the Service.
- 24. Terminology.** As used in this Service Description and in the Master Agreement as applied to this Service, "negligence" will mean a material failure to use that degree of care that would be used under the same or similar circumstances by a national banking association having substantially the same volume and type of lockbox activity and approximately the same number, size and diversity of lockbox customers.

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. 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.

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.

WELLS FARGO REMOTE DEPOSIT CAPTURE SERVICE DESCRIPTION

(Wells Fargo Electronic Depositsm and Desktop Deposit[®])

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") remote deposit capture services (collectively, "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Service 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;
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.; and
 - (f) the then-current Electronic Check Clearing House Organization Operating Rules and Commentary ("ECCHO Operating Rules").

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 create Electronic Items from eligible paper items and transmit the Electronic Items in an electronic file ("Electronic File") to Bank for review and processing for credit to Company's deposit account at Bank ("Account") in accordance with this Service Documentation. An "Electronic Item" is the electronic image of the front and back of each eligible U.S. Dollar paper item and other information captured from the paper item including without limitation MICR data (and will be deemed to be an "item" for purposes of the Uniform Commercial Code). Bank's Reference Guide for the Service lists eligible U.S. Dollar items (and ineligible items). For each Electronic Item Bank determines is eligible for processing, Bank will:
 - 2.1. create a substitute check as defined in the Account Agreement that Bank will present directly or indirectly to the bank (a) on which the original paper item to which the Electronic Item relates is drawn, or (b) at or through which the original paper item is payable (each, the "Paying Bank");
 - 2.2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or

2.3. post any Electronic Item for which Bank is the Paying Bank.

3. **Creating Electronic Items and Transmitting Company's Electronic File to Bank.** To create Electronic Items and transmit Company's Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (b) Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Items and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Items payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Items payable to multiple customers of Bank.
4. **Processing Company's Electronic File.** Bank will review each Electronic Item and process the Electronic Items Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.
5. **Exception Items.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Items Bank determines are ineligible for the Service (each, an "Exception Item"). "Exception Item" includes without limitation an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, or (d) any Electronic Item other than one described in (a), (b), or (c) of this section 5 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Item through Bank's *Commercial Electronic Office*[®] service or other communication channel at Bank's discretion. Company will deposit an Exception Item to Company's Account only by depositing the original Paper Item to which the Exception Item relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Item when Bank processes the Electronic File that includes the Exception Item, the substitute check or purported substitute check Bank creates from the Electronic Item may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Item will not limit Company's obligations to Bank under section 9.
6. **Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Item for deposit to Company's Account (other than any Exception Item) (a) on the Business Day Bank processes the Electronic Item (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Items will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time.

7. **Third-Party Processors.**

7.1. General. This section contains additional terms applicable when Company is a third-party processor. Company is a “third-party processor” when it uses the Service either to (a) create and process an Electronic Item on behalf of a customer or (b) process an Electronic Item one of its customers has created and transmitted to Company.

7.2. Prerequisites for Acting as a Third-Party Processor. Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of Customer (consumer or business). As part of Company’s due diligence, at time a customer initially opens an account with Company, Company will obtain the customer’s name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program and (b) suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Items and maintaining the security of original Paper Items; (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Items for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer’s business.

7.3 Risk Parameters; Ongoing Monitoring. For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer’s deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Items on an ongoing basis and take appropriate actions with respect to the customer’s account with Company, up to and including refusing to process Electronic Items for the Customer and/or preventing the Customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company’s Electronic File but Company is solely responsible for monitoring its customer’s Electronic Items.

8. **Company’s Representations and Warranties.** Company represents and warrants to Bank Company will:

8.1. use the Service only for eligible paper items payable to or endorsed for deposit by Company (unless Bank expressly agrees otherwise);

8.2. transmit to Bank only Electronic Items suitable for processing including without limitation legible Electronic Items containing machine-readable MICR data;

8.3. not transmit to Bank any Electronic Item that duplicates an Electronic Item previously transmitted to Bank or that did not originate as an eligible paper item;

8.4. maintain control over and sole responsibility for secure retention and destruction of each original eligible paper item for which Company or one of Company’s customers has created an Electronic Item (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and

while in storage) and properly secure all hardware Company uses in connection with the Service at all times;

- 8.5. not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper item with respect to which Company has transmitted an Electronic Item to Bank, unless Bank has notified Company that the Electronic Item is an Exception Item;
- 8.6. if Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Items payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Items payable to multiple customers of Bank; and
- 8.7. if Company is a third-party processor as set forth in section 7 of this Service Description, comply with section 7 of this Service Description.

9. **Company's Agreement to Indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 9, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:

- 9.1. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper item for which Company has created an Electronic Item (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
- 9.2. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
- 9.3. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item, an Exception Item or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
- 9.4. Bank presenting an Electronic Item to the Paying Bank for payment.

10. **Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 8 or 9 of this Service Description.

11. **Additional Controls on Company.**

- 11.1. **General.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal

controls at Company's locations, (b) periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.

11.2. Company's Internal Controls. Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect to such internal controls;

11.3. Company's Consumer Complaints. Bank may upon reasonable prior notice to Company request information about (a) Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"), (b) the number of consumer complaints Company received in the prior calendar quarter, and (c) the then current status of each consumer complaint.

12. Survival. Sections 8 and 9 of this Service Description will survive termination of the Service.

ACH ORIGINATION 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.

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. 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.

6.3. 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.

6.4. 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.

6.5. 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, 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; (c) 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 (d) enter into a written agreement with that customer whereby that customer agrees:

16.1.1. to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;

16.1.2. ACH entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control;

16.1.3. to grant Bank ongoing access to audit it and any ACH entry that it has transmitted to Company for transmission to Bank; and

16.1.4. Bank may at any time refuse to process an ACH entry for that customer.

- 16.2. Representations and Warranties.** Company represents and warrants to Bank Company (a) has conducted due diligence with respect to each customer of Company for which Company is originating transactions through Bank and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such customer is originating is normal and expected for the customer's type of business; and (b) will, in accordance with reasonable commercial standards, monitor each customer's business and transactions on an ongoing basis and notify Bank promptly if Company identifies any unusual activity by Company's customer.
- 17. Perfect NOC Service.** This section contains additional terms applicable to Bank's Perfect NOC Service. Bank maintains a database of Notifications of Change (each, a "NOC") that Bank receives and uses this database to update Company's Entries in accordance with the Service options Company selects from time to time. Bank will notify Company of each NOC Bank receives in connection with Company's Entries.
- 18. Smart Decision Service.** This section contains additional terms applicable to Bank's Smart Decision Service. Bank will process for credit to the Account specified by Company checks and other instruments payable to Company (each, an "Item") that Company delivers to Bank. Company will use the depository channels through which Bank offers the Service including electronic channels and other channels specified by Bank through which Bank accepts Items for processing. When Company uses electronic depository channels, Company transmits an "Electronic File" to Bank that includes electronic images of Items (each, an "Electronic Image") and other information regarding Items in the Electronic File. Each Business Day, Bank processes Company's Electronic File and other Items according to the processing criteria Bank has on file for Company, the issuer of an Electronic Image or Item, and Bank (each, respectively, a "Company Preference," an "Issuer Preference," or a "Bank Preference.") Based on these Preferences, Bank will (a) convert each eligible Electronic Image and Item to an ACH debit Entry on the deposit account on which it was drawn; (b) process remaining Electronic Images in accordance with Bank's separate Service Documentation governing the electronic depository channel Company used to deliver the Electronic Image to Bank; or (c) process remaining Items in accordance with Bank's Commercial Account Agreement. If a Company Preference or an Issuer Preference conflicts with a Bank Preference, Bank will follow the Bank Preference.
- 19. Warranties.**
- 19.1 General.** Company acknowledges Bank makes certain warranties under the ACH Rules 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.
- 19.2 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) has received copies of the then-current ACH Rules and Reg E and will comply with both at all times Bank provides the Service.
- 20. 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.

- 21. 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.
- 22. Survival.** Sections 4, 5, and 7-20 will survive termination of the Services.

PERFECT RECEIVABLES[®] SERVICE SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) Perfect Receivables 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 the Service.** Bank’s Service enables Company to elect options for posting and reporting information about automated clearing house (“ACH”) entries and wire transfers (each, a “Remittance”) that Bank posts each Business Day for credit to one or more deposit accounts Company maintains at Bank or Bank’s affiliate (each, an “Account”).
3. **Bank’s Processing of Remittances-Chargebacks.** Each Business day, Bank will post to Company’s Account all Remittances Bank receives prior to the cut off time Bank separately discloses to Company, other than Remittances Bank rejects. Each credit to Company’s Account for a Remittance is provisional until Bank receives final settlement for the Remittance. If Bank does not receive final settlement, Bank is entitled to debit Company’s Account or any other account Company owns, in whole or in part, at Bank or any affiliate of Bank for the amount of the Remittance. Company will pay any shortfall remaining after such chargeback to Bank immediately upon demand.
4. **Rejected Remittances.** Bank may, but will not be obligated to, reject a Remittance: (a) that does not contain all of the required information specified by Bank; (b) if Bank suspects that Company is not entitled to the Remittance; (c) if at the time Bank receives the Remittance, Company does not maintain an Account with Bank, the Service has been terminated, or Bank is not permitted by law to accept credits to any of Company’s Accounts; or (d) if Company is in default under this Service Description or any other Service Documentation.

5. **Bank's Reporting to Company.** Each Business Day, Bank will provide Company with the information about Remittances posted to Company's Account(s) through the communications channel(s) Company elects.
6. **Violation of Applicable Law.** Company represents and warrants to Bank that Company will not use the Service in a manner that could result in a violation of Applicable Law by Company or Bank. Company will provide Bank with the information Bank requires to enable Bank to understand the nature of Company's use of the Service and grants Bank ongoing access to audit Company's compliance with Applicable Law. In addition to Bank's other rights to terminate the Service under the Service Documentation, Bank may terminate the Service upon notice to Company if Bank determines Company's use of the Service could result in a violation of Applicable Law.

TARGET BALANCE ACCOUNT SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Target Balance Account 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.** If Company maintains multiple accounts at Bank, Company may 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.

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. **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”).

5.6. **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.

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 means used to make information available to Customer include without limitation BAI File Transfer, Bank's *CEO* portal, physical media (CD-ROM and DVD), transmission, and Machine-to-Machine (M2M). 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. Customer's obligations under this section 3 will survive the termination of Service.

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.

AUTOLINK SOFTWARE LICENSE AGREEMENT



THIS INSTALLATION PROGRAM INSTALLS CERTAIN SOFTWARE (THE "AUTOLINK SOFTWARE" or "Software") WHICH IS BEING PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF WELLS FARGO'S COMMERCIAL ELECTRONIC OFFICE PORTAL (THE "CEO PORTAL"). **YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE CONTINUING WITH INSTALLATION. CONTINUING WITH INSTALLATION MEANS THAT YOU ACCEPT AND AGREE TO FULLY COMPLY WITH ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT INSTALL THE SOFTWARE.** IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO THE COMPANY OR BUSINESS ENTITY USING THE CEO PORTAL AND THE AUTOLINK SOFTWARE.

- 1. SOFTWARE LICENSE.** Wells Fargo Bank, N. A. ("Wells Fargo") grants to you a non-exclusive, non-assignable, non-personal, terminable license to use the Autolink Software and Software Documentation in accordance with the terms of this Agreement (the "License"). The "Software Documentation" means the manuals, documents, instructions, or other information you receive in connection with the Software. The License confers no title or ownership in the Software or Software Documentation and is not a sale of any rights in the Software or Software Documentation. You may install the Software only on a single personal computer or a file server serving a single local area network (LAN) to be designated by you.
- 2. USE BY COMPANY.** You may use the Software including application communication components (if any) only for obtaining reports or processing transactions with Wells Fargo and for no other purpose. You may not copy or otherwise reproduce the Software or Software Documentation (except for backup and archival purposes), or make any modifications to the Software. You agree that neither you nor your employees will attempt in any way to disassemble, reverse engineer, decompile or reverse compile, or attempt to decipher or decode the Software. You will not export nor attempt to re-export the Software without an export license from the United States government or applicable jurisdiction. If you transfer possession of any copy, modification or merged portion of the Software to another party, your License is automatically terminated.
- 3. TERM OF AGREEMENT.** This Agreement shall continue in full force and effect until terminated as provided in this Agreement. Either party may terminate this Agreement upon thirty days prior written notice. However, the License will terminate immediately in the event that (i) you violate the terms of this Agreement or (ii) your access to the CEO Portal is terminated.
- 4. OBLIGATIONS UPON TERMINATION.** Upon termination of this License Agreement, you must (i) cease all use of the Software and (ii) destroy, and then certify to Wells Fargo in writing that you have destroyed, all copies of the Software and the Software Documentation. In the event of termination, you will also pay applicable fees prorated to the actual date of termination and continue to be bound by the confidentiality provisions contained in this Agreement.
- 5. CONFIDENTIALITY.** You acknowledge that the Software and Software Documentation constitute confidential and proprietary information of Wells Fargo and other parties over which those parties assert trade secret rights and other proprietary rights. You agree that you will not copy, duplicate, or reproduce the Software or the Software Documentation, except for backup and archival

purposes. You further agree that (i) you will implement all necessary and reasonable procedures, controls and policies to protect the confidentiality of the Software, the Software Documentation and the user IDs and passwords you use to access the CEO Portal and the Software; and (ii) you will not share the Software or disclose the Software Documentation to any third party, except your employees that require access to the Software for use with the CEO Portal. You agree to employ commercially reasonable measures to protect your hardware and software systems from viruses, defects, intrusions or other unauthorized access. The confidentiality provisions of this paragraph shall survive the termination of this Agreement.

6. **LIMITATION OF LIABILITY.** THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WELLS FARGO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. ADDITIONALLY, WITH RESPECT TO YOUR USE OF THE SOFTWARE, WELLS FARGO SHALL HAVE NO LIABILITY TO YOU FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING DAMAGES FOR MONETARY BUSINESS LOSS. IN NO EVENT SHALL WELLS FARGO BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE CAUSED BY THE UNAVAILABILITY OF THE SOFTWARE, THE MALFUNCTION OF THE SOFTWARE, ANY INTERRUPTION OF THE SYSTEM, OR A MALFUNCTION IN ANY OF THE OTHER ELECTRONIC OR COMMUNICATIONS MEDIA OR SYSTEMS USED IN CONNECTION WITH THE SOFTWARE, WHETHER UNDER THE CONTROL OF WELLS FARGO OR OTHERWISE. The Software provided pursuant to this Agreement may contain, or be derived from portions of, material provided by a third party under license to Wells Fargo. To the extent that the Software contains products of third parties, such limitation of liability described in this section shall also apply to the third party supplier of Wells Fargo.
7. **UPDATES AND MODIFICATIONS TO THE SOFTWARE.** At any time during the term of this Agreement, Wells Fargo, in its sole discretion, may modify or alter the Software, the Software Documentation or the specific procedures to use the Software. From time to time, Wells Fargo may make updates to the Software available to you. Such updates may include defect fixes and enhancements released as point-release enhancements to the Software. You agree to promptly install such updates as they are made available to you.
8. **FEES.** You will be charged maintenance fees in connection with your use of the Software. You agree to pay such fees that have been separately disclosed to you. Wells Fargo may change the fees upon prior written notice to you.
9. **ABSENCE OF DEFECTS.** TO THE BEST OF WELLS FARGO'S KNOWLEDGE, THE SOFTWARE IS FREE FROM ANY GENERALLY KNOWN VIRUS OR ANY OTHER DEVICE, PROGRAM OR EMBEDDED CODE WHICH WOULD CAUSE THE SOFTWARE TO FUNCTION IN A MANNER OTHER THAN AS PROVIDED IN THE SPECIFICATIONS OR WOULD IMPAIR OR DAMAGE ANY HARDWARE OR SYSTEM WITH WHICH IT MIGHT BE USED. HOWEVER, WELLS FARGO MAKES NO REPRESENTATION OR WARRANTY TO THAT EFFECT AND THEREFORE ASSUMES NO LIABILITY IN THAT REGARD. YOU SHOULD THEREFORE TAKE SUCH STEPS AS ARE APPROPRIATE TO PROTECT YOUR SYSTEMS AND EQUIPMENT FROM THE EXISTENCE OF ANY VIRUS, DEFECT OR OTHER DEVICE WITHIN THE SOFTWARE.

- 10. APPLICABLE LAW.** Notwithstanding the location of the entities executing this Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT (TOGETHER WITH THE CEO ONLINE ACCESS AGREEMENT, CEO TERMS OF USE AND ANY SUPPLEMENTAL AGREEMENT FOR SPECIFIC SERVICES) IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE AUTOLINK SOFTWARE.

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.

CHEXSTOR[®] SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") CheXstor 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.** The Service enables Company to have Bank maintain microfilm records of all Items paid on each deposit account of Company at Bank that Company enrolls in the Service (each an "Account"). Bank will maintain microfilm records for a period of seven years or any longer period required by applicable law ("Record Period"). Each Item Bank microfilms will be shredded and recycled. As part of the Service, Bank will provide a photocopy of any Item posted against the Account which Company requests during the Record Period. Company may request a photocopy electronically via Bank's *Commercial Electronic Office[®]* or by contacting Bank at the telephone number on Company's account statement.
3. **Liability.** If Bank fails to provide in a timely manner a copy of an Item Company requests during the Record Period, Bank will reimburse Company for (and Bank's liability will be limited to) any direct monetary loss Company incurs as a result of the Item's unavailability (not to exceed the amount of the Item). Bank will require Company to substantiate any claimed loss.

CHECK CASHING SERVICE DESCRIPTION

1. Introduction.

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

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (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 Service. Bank's Service enables Company to have Bank and Bank's affiliates (each an "Affiliate" and unless otherwise specified, along with Bank, collectively "Bank") cash checks drawn on Company's accounts held at other banks.

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

2.2. Check Cashing Procedures. Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**

3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.
4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.
5. **Company's Guarantee of Payment and Obligation of Reimbursement.**
 - 5.1. **Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.
 - 5.2. **Obligation of Reimbursement.** If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.
6. **Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.
7. **Survival.** Sections 4, 5 and 6 of this Service Description survive termination of the Service.

CONTROLLED DISBURSEMENT SERVICE DESCRIPTION



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

- (a) this Service Description;
- (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment document acceptable to Bank (each, "Acceptance");
- (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. Required Account(s) and Services. Company, as defined in the Acceptance, will establish and maintain:

- (a) one or more demand deposit accounts at Bank (each, a "Funding Account");
- (b) one or more checking accounts at Bank (each, a "Disbursement Account") linked to a Funding Account;
- (c) the information reporting service specified by Bank ("Information Reporting Service"); and
- (d) for each Disbursement Account, Bank's Image Positive Pay Service.

Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Service Documentation. Company will use each Disbursement Account solely to issue checks (or payable-through drafts) and electronic debits (each, a "Debit") in accordance with this Service Description. Company will not issue any Debits on any Disbursement Account until Bank notifies Company that such Disbursement Account is operational.

3. Determination of Total Net Presentment. Each Business Day as defined in the applicable Account Agreement by the reporting times Bank separately discloses to Company from time to time, Bank will make the Total Net Presentment for each Disbursement Account available to

Company by means of the Information Reporting Service. The Total Net Presentment consists of the total dollar amount of:

- (a) Debits that have posted in the first and, if applicable, second presentment on that Business Day; and
- (b) Adjustments to the Disbursement Account reported on Bank's CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

If the Total Net Presentment is not made available through the Information Reporting Service by the applicable reporting time, Bank will have no liability, and Company will estimate the Total Net Presentment.

4. **Company's Obligation to Deposit Funds in Funding Account.** Each Business Day, by the applicable cutoff time Bank separately discloses to Company from time to time, Company will deposit good and collected funds in Funding Account so that the balance in Funding Account, determined in accordance with the applicable Account Agreement, is sufficient to cover either the Total Net Presentment or Company's estimate of the Total Net Presentment.

If Company fails to transfer funds in accordance with its obligation under the preceding sentence or if such transfer was based on Company's estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, Bank may, at its sole option,

- (a) advance to Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account; or
- (b) return Debits, in any order, unpaid (even though Bank may have previously established a pattern of paying such Debits).

5. **Transfer of Funds to Disbursement Account.** Each Business Day, Bank will (a) transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day and (b) advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and this amount advanced by Bank will be reported on the CD Summary Report for the next Business Day).

6. **Bank's Obligation to Pay Debits.** Bank will have no obligation whatsoever to pay any Debit if sufficient good and collected funds to cover the Debit are not in the Disbursement Account on which the Debit is drawn at the time Bank makes its payment decision.

7. **Company's Agreement to Repay Bank's Advances to Disbursement Account(s).** Company will unconditionally pay Bank on demand without setoff or counterclaim in good and collected funds the full amount of any advance Bank makes pursuant to Section 4(a) and Section 5 plus Bank's fees and costs incurred in connection with such advance.

8. **Security Interest.** As security for the Obligations (as defined in this Section 8), Company pledges to Bank, and grants a lien to Bank on, and a security interest in, the following and the proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations: (a) all amounts from time to time on deposit in, or withdrawable from, Funding Account, all of Company's other accounts with Bank and Bank's affiliates and each Disbursement Account, and (b) any of Company's property, or property in which Company has

an interest, now or at any time delivered, conveyed, transferred, assigned, pledged or paid to Bank in any manner whatsoever. "Obligations" includes any and all advances, debts, loans, obligations and liabilities that Company owes Bank and Bank's affiliates pursuant to the terms of this Service Description, including without limitation any advances Bank makes to Funding Account(s) pursuant to Section 4(a) of this Service Description and any advances Bank makes to Disbursement Account(s) pursuant to Section 5 of this Service Description. Bank's receipt at any time of any kind of security, including without limitation cash, will not be deemed a waiver of any of Bank's rights or powers under any agreement Company has signed in Bank's favor. Company will sign and deliver to Bank, on demand, all such security, control or other agreements, financing statements and other documents as Bank may at any time request which are necessary or desirable (in Bank's sole opinion) to grant to Bank a perfected security interest in and to any or all of the Collateral. At the time any Obligation becomes due and payable, Bank may sell or otherwise apply or dispose of any and all Collateral, received or to be received, in such parcel or parcels, at such time or times, at such place or places, for such price or prices and upon such terms and conditions as Bank may deem proper, and Bank may apply the net proceeds of the sale or sales, application or other disposition, together with any sums credited by or due from Bank to Company, to the payment of any and all of the Obligations, all without prejudice to Bank's rights against Company with respect to any and all of the Obligations which may be or remain outstanding or unpaid. Company expressly waives any right to require Bank to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. Any requirement of reasonable notice to Company with respect to the sale or other disposition of Collateral will be met if the notice is given at least five calendar days before the date any sale, application or other disposition will be made. Bank's rights and remedies under any agreements or instruments signed by Company in Bank's favor are in addition to, and not exclusive of, any rights or remedies otherwise available to Bank under applicable law.

- 9. Protection Against Fraudulent Checks.** Company and Bank acknowledge that there is a growing risk of loss resulting from the increasing use of counterfeit and certain other types of fraudulent checks. Company recognizes that controlled disbursement service customers are especially susceptible to losses from these checks. Company is aware that Bank offers an additional service known as "Payee Validation", which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. Bank has advised Company that if it does not enroll in and actively use Bank's Payee Validation Service, Bank will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and Company will be treated as having assumed the risk of these losses.
- 10. Liability and Indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, Bank will not be liable for any claim, demands, judgments or expenses ("Losses") paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any Losses paid, suffered or incurred by it, arising directly or indirectly as a result of or in connection with:
- (a) Company's performance or failure to perform its obligations in accordance with this Service Description;
 - (b) Bank's acting on any information furnished by or on behalf of Company in any Service Documentation or otherwise;
 - (c) Bank's return of any Check unpaid because Company has not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment;

- (d) Bank's dishonor and return of any Debit unpaid if Company issues the Debit before Bank notifies Company the Disbursement Account on which it was drawn is operational;
- (e) Bank's nonpayment of a Debit, unless such nonpayment results directly and proximately from Bank's gross negligence or willful misconduct;
- (f) Bank's late return of any Debit as a result of, and any presentment-related problem resulting from, the failure of any Debit which has not been tested and approved by Bank to conform in any respect to Bank's check specifications;
- (g) Except as otherwise provided under Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through Draft, or Third-Party Draft Service Descriptions, if Bank provides Company with one or more of these services, Bank's payment of any check or payable-through draft which is unauthorized or contains a forged, unauthorized, incorrect or illegible endorsement, a forged or unauthorized signature, an alteration of amount or payee, or any other error, discrepancy or deficiency; or
- (h) Bank's exercise of its rights or Bank's performance of its obligations in accordance with this Service Description or Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through, or Third-Party Draft Service Descriptions, if Bank provides Company with one or more of these Services.

11. Termination. In addition to Bank's right to terminate the Service under the Master Agreement, Bank may terminate this Service and close the Funding Account(s) and Disbursement Account(s) immediately upon Bank's sending Company written or oral notice (confirmed in writing) of such action if:

- (a) Company fails at any time to fund the Funding Account as required in this Service Description;
- (b) any lawsuit or other action or proceeding is filed or instituted by any federal or state agency alleging, or Bank receives an opinion of counsel, that this Service or any material term or condition of this Service violates any law or regulation;
- (c) the occurrence of any default by Company under the other Service Documentation or under any other agreement or instrument signed by Company in Bank's favor including without limitation any loan agreement or promissory note; or
- (d) Bank determines that one or more conditions exist or events have occurred which might indicate, or result in, a material adverse change in Company's operations, business, property or assets or its condition (financial or otherwise).

Upon termination of this Service, Company will, in accordance with such instructions as Bank may give, cease to issue Debits on the Disbursement Account(s), and Bank will close the Disbursement Account(s) and stop processing Debits. Company will continue to be liable for all Debits issued on the Disbursement Account(s) prior to termination and for all Debits the Bank is obligated to pay.

12. Survivorship. Sections 4, 7, 8, 9 and 10 will survive the termination of the Service.

IMAGE POSITIVE PAY SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) Image Positive Pay 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.** 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. “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 three 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.”

- 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.
- 3.3. Basic Positive Pay.** Bank electronically compares a Check to Company's Check Issue Data after posting the Check to Company's Account and provides Company with an Exceptions Report containing all Exception Items including Checks with encoding errors.
- 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 threshold determined by Bank to the payee's name in Company's Check Issue Data. 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 (i) Company fails to include the payee's name on the Check in Company's Check Issue Data; (ii) Bank does not receive Company's Check Issue Data for the Check before the cutoff time Bank separately discloses; or (iii) 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 Bank pays if the Company incurs 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 the Check Issue Data for all Checks issued through that Business Day to Bank in the format, through the medium, and at the place(s) Bank specifies. 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. **Teller Line Checks.** A Check presented for encashment at Bank's teller line is a "teller line Check". A teller line Check that is not included in Company's Check Issue Data on file with Bank at the time it is presented for encashment is a "teller line Exception Item". Bank will take those steps to review and cash or refuse to cash a teller line Exception Item as Bank in its sole discretion determines are commercially reasonable. Company may instruct Bank to exclude all teller line Checks from this process, in which event each teller line 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 it is presented for 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 to be 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. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching 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.

PAYMENT AUTHORIZATION SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Payment Authorization 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.** Company may, by executing and delivering to Bank a Payment Authorization Service Set-up Form, elect to utilize the Service for deposit accounts which Company maintains at Bank (each an "account"). Under the terms of the Service, Bank will without Company's specific approval as to any particular Item, (a) automatically return unpaid (marked "REFER TO MAKER") Items drawn against the account which are presented to Bank, and which exceed the "Maximum Dollar Authorized Payment Amount" specified on the Setup Form, (b) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum Check Cashing Amount" specified on the Setup Form, (c) refuse withdrawal requests against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum over the Counter Withdrawal Amount" specified on the Setup Form, and/or (d) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which are made payable to an individual.

PAYMENT MANAGER[®] SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Payment Manager[®] 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 Services.

- 2.1. **Payment Manager Service.** The Payment Manager enables Customer to send electronic files with multiple payment types and remittance information (each, a "Payment File") to Bank directly from Customer's treasury workstation, ERP, or accounts payable system. Based on Customer's Payment File, Bank generates (a) payments to third parties (each, a "Payee") from Customer's designated deposit account at Bank or Bank's affiliate (each, an "Account"), and (b) remittance data regarding each payment. Payment types include automated clearing house ("ACH"), SEPA or other similar automated transfer, wire transfer, check, and certain cards. Bank may add, modify or eliminate a payment type at any time. The payments are governed by the Service Documentation applicable to the payment type(s) used by Customer. In the event of a conflict between the Service Documentation applicable to the payment type and this Service Description, the Service Documentation applicable to the payment type will control.
- 2.2. **Payment Manager PlusSM Enhanced Remittance Service.** With Payment Manager Plus, Bank uses the delivery channel to which Customer and Bank separately agree to make human-readable documents describing the remittance (each, a "Remittance Document") available to each of Customer's Payees.
- 2.3. **Payments using token information.** This additional Service is for payments to a consumer Payee. In the Payment File it sends to Bank, Customer will include a Payee's e-mail or mobile number (each, "token information") in addition to the standard check

payment and remittance information for the Payee. If the Payee's token information is registered with clearXchange, Bank will attempt to make the payment electronically. If Bank is unable to make the payment electronically, Bank will make the payment by check or will return the payment to Customer. Bank will use the Payee information Customer provides without performing any verification of the information. By providing Payee information to Bank, Customer certifies the accuracy of the Payee information. Customer has no right to cancel, amend or reverse a payment instruction. If Customer requests the cancellation, amendment or reversal of a payment instruction, Bank may, in its sole discretion, attempt to honor Customer's request but will have no liability if it declines or is unable to honor Customer's request. Electronic payments made using token information may be subject to dollar limits Bank discloses separately to Customer.

3. **Payment File Transmission.** Customer will prepare each Payment File and deliver it to Bank in accordance with the User Guides Bank separately makes available to Customer. Customer will use the Transmission Protocol to which Customer and Bank separately agree (see Section 5). Customer may deliver Payment Files to Bank, and Bank will acknowledge receipt of Payment Files, twenty-four hours a day, seven days a week.
4. **Payment File Processing.** Bank will process Payment Files and make payments only on Business Days in accordance with the processing schedule Bank separately makes available. "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.
5. **Transmission Protocols.** Bank offers the following means for Customer to transmit Payment Files to Bank (each, a "Transmission Protocol"):
 - 5.1. **Secure Application File Exchange Transmission ("SAFE-T").** This transmission protocol 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 File transmitted to Bank in Customer's name.
 - 5.2. **Machine-to-Machine ("M2M").** This transmission protocol 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 File transmitted to Bank in Customer's name.
 - 5.3. **IBM® Sterling Connect:Direct Secure Plus.** This transmission protocol is used to connect Customer's mainframe environment to Bank's mainframe environment. Secure Plus is an add-on to Connect:Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Bank uses an agreed upon ID password combination and a token card to authenticate each Payment File transmitted to Bank in Customer's name. Connect:Direct and Secure Plus are trademarks of Sterling Commerce, an IBM company.
 - 5.4. **Value-Added Network ("VAN").** With this transmission protocol, 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 Payment File transmitted to Bank through the VAN in Customer's name.

6. **Payment File Validation.** Bank will inspect each Payment File received to confirm its format conforms to the requirements in the Reference Guide. Bank's inspection will not detect erroneous or missing information or unauthorized payments.
7. **Incomplete, Rejected Payment Files.** If a Payment File is missing a required Data Field for a payment described in it or if Bank has identified other errors that make it unable to process the File, Bank may, without liability to Customer, reject the entire Payment File.
8. **Account Reconciliation Processing (ARP), Image Positive Pay and Payee Validation Services.** If Customer utilizes Bank's Image Positive Pay Service, Bank will, at Customer's request, update Customer's Check Issue Data for checks Bank issues in accordance with the Payment Manager on the Business Day the checks are printed.
9. **Remittance Documents.** A Remittance Document made available to a Payee via fax or unencrypted e-mail is not secure. It will conclusively be deemed to have been received by the Payee when Bank makes it available. Bank will not confirm receipt of or be liable for corruption or loss of data in a Remittance Document after Bank makes it available.
10. **Payment and Delivery Preferences.** If Customer elects to make Bank's Payment and Delivery Service available to its Payees, Bank will securely store Payee bank account and routing information provided by Customer's Payees. Bank will have no liability to Customer if a person Bank reasonably believes to have been authorized to act on Customer's or a Payee's behalf (a) provides inaccurate Payee information to Bank or (b) is not actually authorized to act on Customer's or the Payee's behalf. Customer will promptly notify Bank if Customer receives information indicating a scheduled payment may have been misdirected. Bank offers three options for a Payee to provide this information to Bank:
 - 10.1. **Non verified.** With this option, a Payee uses an online self-enrollment portal to provide Bank with the Payee's bank account and routing information. Bank does not verify any of this information and will have no liability to Customer or the Payee if any of this information is incorrect.
 - 10.2. **SAO Service.** With Bank's Supplier Analysis and Onboarding ("SAO") Service, Customer provides Payee contact information to Bank. Bank uses this information to contact Payees about accepting Customer's payments by ACH credit entry instead of by check. Payees willing to accept ACH payments enroll at an online enrollment portal maintained for this purpose. Bank verifies the information a Payee provides. Bank will make information about each verified Payee available to Customer. Bank will not process an ACH credit entry for a payment to a verified Payee until Bank has received Customer's certification that the information for that verified Payee is correct and complete.
 - 10.3. **EDD Service.** With Bank's Electronic Document Delivery ("EDD") Service, Customer provides Payee contact information to Bank via file transmission. Payee contact information may include Payee account information. Bank will not verify any of this contact information and will have no liability to Customer or the Payee if any of this contact information including any Payee account information is incorrect. Bank uses this information to populate a Payee database that Customer will utilize to originate ACH template payments. By transmitting the file to Bank, Customer certifies the Payee information in it is correct and complete.
11. **Record Retention.** Customer will retain a copy of a Payment File for 30 days from its original transmission. Bank will retain a copy of each Remittance Document for 120 days from its original distribution.

12. Survival. Sections 2.1, 6, 7, 9, 10 and 11 of this Service Description will survive the termination of Services.

WELLS FARGO STAGECOACH SWEEP[®]

SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Stagecoach Sweep 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.** The Service enables Company to link each domestic demand deposit account Company enrolls in the Service ("Account") to (a) one of the non FDIC insured options described in Section 4 (each, an "Investment Sweep Option") or (b) Company's FDIC insured Money Market Savings Account ("Savings Account") as described in section 6. Company may also link Company's Account to Company's line of credit with Bank ("Credit Sweep Option"), as described in section 7. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Company's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Company have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Company may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in section 5. Important disclosures pertaining to the Investment Sweep Options are set forth in sections 8 through 13.
3. **Authorization.** Company appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Company has elected in the Acceptance.
4. **Investment Sweep Options.** Bank offers the following Investment Sweep Options, each of which is subject to section 5:

- 4.1. Wells Fargo Stagecoach Sweep Preferred Option.** The Transferable Balance that is (a) equal to or greater than \$100,000 will be swept to Bank's designated account at Bank's Cayman Islands Branch ("Offshore Account"), or (b) less than \$100,000 will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.2. Wells Fargo Stagecoach Sweep Preferred Option with secondary Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** If the Transferable Balance is (a) equal to or greater than \$100,000, the entire amount will be swept to the Offshore Account, or (b) less than \$100,000, the entire amount will be swept to the *Wells Fargo Stagecoach Sweep, Repurchase Agreement* ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.3. Wells Fargo Stagecoach Sweep Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep Preferred Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep Repurchase Agreement* ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Offshore Account, provided such portion is equal to or greater than \$100,000; otherwise such portion will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.4. Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep Repurchase Agreement* ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.5. Wells Fargo Stagecoach Sweep, Money Market Mutual Fund ("MMMF") Option.** The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Company's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Company.

5. Maximum Investment Amount; Transferable Balance Not Invested; Earnings on Investment Sweep Option.

5.1. Maximum Investment Amount. If Company has designated a maximum amount for investment in Company's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Company on any given Business Day will equal the lesser of the Company's Transferable Balance or Maximum Investment Amount. Any portion of Company's Transferable Balance that is not invested pursuant to this section 5.1 will remain in the Account and not earn interest.

5.2. Transferable Balance Not Invested. Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Company in the ordinary course of business. Any Transferable Balance not invested pursuant to this section 5.2 will be held in accordance with Company's Investment Sweep Option.

5.3. Earnings on Company's Investment Sweep Option. Bank will handle any earnings on Company's Investment Sweep Option in accordance with Company's separate instructions to Bank.

6. Wells Fargo Money Market Savings Account Sweep Option. At the end of each Business Day, the Transferable Balance will be swept to the Company's Savings Account. If the Ledger Balance in the Account on any Business Day is negative, Bank will, up to five times per monthly statement period for the Savings Account, transfer collected funds from the Savings Account to the Account to restore the ledger balance in the Account to a positive status (or to the Target Collected Balance, if applicable). If the Ledger Balance in the Account is negative for a sixth time during the monthly statement period, Bank will transfer the entire collected balance in the Savings Account to the Account and initiate no more sweeps of the Transferable Balance to the Savings Account for the remainder of the monthly statement period.

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

8. Disclosures Applicable To Each Investment Sweep Option.

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

9. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Preferred Option.

FUNDS TRANSFERRED TO BANK'S OFFSHORE ACCOUNT ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION THE UNITED STATES GOVERNMENT OR ANY GOVERNMENT AGENCY; IN A LIQUIDATION HAVE LESSER PREFERENCE THAN DEPOSITS HELD IN THE UNITED STATES, AND ARE SUBJECT TO CROSS-BORDER RISKS.

9.1. General. Funds held in Bank's Offshore Account in accordance with the *Wells Fargo Stagecoach Sweep Preferred Option* in sections 4.1, 4.2 and 4.3 are denominated in United States Dollars and payable only at Bank's Cayman Islands Branch. This Branch is a foreign branch located in Grand Cayman, Cayman Islands, British West Indies. Funds in Bank's Offshore Account are subject to the laws of the Cayman Islands, including existing and future laws, regulations and governmental actions regarding exchange controls, assets seizures and other restrictions. Bank does not accept responsibility for any failure to make transfers with respect to funds held in Bank's Offshore Account as a result of exchange or other governmental controls or other extraordinary circumstances beyond Bank's reasonable control.

9.2. Interest. Funds in Bank's Offshore Account will bear interest at a variable rate determined by Bank from time to time in its sole discretion. Interest on funds in Bank's Offshore Account will be calculated on a simple basis and credited to the Account as agreed by Company and Bank. If Company has elected to be paid interest on a monthly basis, pending any such payment, Company's interest accrued each day from the Offshore Account will continue to accrue and compound on a daily basis. For advance information about the interest rate on any given Business Day, Company may contact its relationship manager at Bank.

9.3. Statements. Bank will make a periodic statement available to Company showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Company may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.

10. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Repurchase Agreement Option.

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

THE MASTER REPURCHASE AGREEMENT CONTAINS SPECIFIC PROVISIONS AND ADDITIONAL DISCLOSURES. PLEASE READ IT CAREFULLY.

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

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

10.1. General. If Company has elected an Investment Sweep Option that includes a Repurchase Agreement, then the Master Repurchase Agreement including Annex I between Company and Bank (collectively, "Master Repurchase Agreement") is part of the Service Documentation. If there is a conflict between a term in this Service Description and a term in the Master Repurchase Agreement, the term in this Service Description will control.

10.2. Purchases and Sales. In accordance with, and as more particularly described in, the Master Repurchase Agreement, and subject to the limitations described in section 10.3, Bank will sell to Company on each Business Day on which there is a Transferable Balance an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Company (see section 10.8).

Subject to section 10.3 regarding purchase increments, the price of Company's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. On each Business Day following the sale to Company of a Fractional Interest, Bank will repurchase that Fractional Interest from Company at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Company and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Company. For advance information regarding the Pricing Rate on any given Business Day, Company may contact its relationship manager at Bank.

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

10.3. Purchase Increments. To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Company's Fractional Interest in increments of \$100 (with any unused Transferable Balance remaining in the Account).

10.4. Holding of Securities. Unless required by applicable law, Bank and its custodian will be permitted to hold, transfer and deliver Repo Securities by segregation in bulk together with other securities held for the benefit of other Bank customers pursuant to other repurchase agreements. On the date that Bank repurchases Company's Fractional Interest, any Repo Securities designated to Company as collateral will be released to Bank's account. Bank acts as Company's agent and in the event of default (i.e., Bank failure) Company has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Company under this Repurchase Option.

10.5. Right of Substitution. Bank will not have any right of substitution with respect to the Repo Securities.

10.6. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Company will have the security interest described in section 13.2). In addition, because Company will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Company will not be required to maintain margin.

10.7. Pledge of Securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Company as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Company. This security interest is described in section 13.2. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Company in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Company will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.

10.8. Confirmations and Statements. Bank will make a daily confirmation available to Company showing Company's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Company and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Company showing the Account balance for each day in, and the amount of interest earned for, the statement period.

11. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Money Market Mutual Fund Option.

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

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH THE MMMFs SEEK TO PRESERVE THE VALUE OF COMPANY'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

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

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 SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY WELLS FARGO FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, AN AFFILIATE OF WELLS FARGO & COMPANY.

- 11.1. General.** If Company has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
- 11.2. Purchase of Shares.** Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Company's Transferable Balance to the omnibus deposit account at Bank. Company's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Company's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Company's Investment Balance is not FDIC insured.
- 11.3. Statements.** Bank will make a periodic statement available to Company showing the Investment Balance and Company's purchases and redemptions of MMMF shares during the statement period. Company may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
- 11.4. Termination, Suspension of Service.** Company's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Company to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Company's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
- 11.5. Shareholder Communications.** All shareholder communications with respect to the MMMF will be forwarded to Company's current address as shown on Bank's records.
- 11.6. Dividend Accruals.** Daily dividend accruals are based on the Investment Balance at the end of each day. If Company's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.
- 12. Additional Disclosures Applicable to Wells Fargo Money Market Savings Account Sweep Option.** Company's Savings Account is governed by Bank's Commercial Account Agreement and applicable Treasury Management pricing schedule, both of which are made available separately to Company.
- 13. FDIC Disclosures.** FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(l) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

- 13.1. Wells Fargo Stagecoach Sweep Preferred Option.** Funds held on Company's behalf in Bank's Offshore Account are not deposits. If Bank were to fail, these funds would be treated as non-deposit, unsecured, general creditor claims against the receivership and will not be eligible for FDIC insurance or depositor preference status.
- 13.2. Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** Company's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Company's funds used to purchase Company's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Company as a secured creditor to the extent of the then-current value of Company's Fractional Interest and as an unsecured general creditor to the extent the Repurchase Price exceeded the then-current value of Company's Fractional Interest.
- 13.3. Wells Fargo Stagecoach Sweep Money Market Mutual Funds Option.** Funds held on Company's behalf in the omnibus deposit account at Bank are deposits and are insured under applicable FDIC insurance rules and limits. Company's MMMF shares held in the omnibus investment account in Bank's name at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Company is the owner of its MMMF shares.
- 13.4. Wells Fargo Money Market Savings Account Sweep Option.** Funds held in Company's Savings Account are deposits.