

Washoe County, Nevada
Request for Proposal for Comprehensive
Banking Services
RFP #3051-18

April 6, 2018

Submitted by:

Patrick Foley, CTP
Senior Vice President
Relationship Manager
702-247-5613
patrick.foley@wellsfargo.com

Mark Haggen, CTP
Senior Vice President
Treasury Management Consultant
415-371-3909
mark.d.haggen@wellsfargo.com



Wells Fargo Bank, N.A.
6325 S. Rainbow Blvd.
Second Floor, 210
Las Vegas, NV 89118

wellsfargo.com

April 6, 2018

Ms. Pamela Mann
Washoe County Comptroller Department
Purchasing and Contracts Division
1001 E. 9th St.
Building D, Room D200
Reno, NV 89512

Dear Ms. Mann:

Wells Fargo is honored to submit this response to your Request for Proposal for Comprehensive Banking Services (RFP). We appreciate our relationship with both Washoe County (the County) and the Treasurer's Office and look forward to providing you with state-of-the art treasury management and general banking operations to support your banking needs.

The main Wells Fargo relationship team who will support the County has over 90 years of banking experience in supporting Nevada government clients with their implementations and daily operations. The team will work through the Treasurer's Office to meet with each agency and department to review current needs and requirements. Based on our findings, we will then provide guidance on efficient technology to support the daily operations of each department.

Our RFP response demonstrates how we can meet the County's requirements through the use of best practices and also provides recommendations for future enhancements.

Once again thank you for this opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Foley", with a large, stylized flourish.

Patrick Foley
Senior Vice President, CTP
Relationship Manager

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Executive summary

Serving the needs of approximately 420,000 residents, the County's mission is to work together regionally to provide and sustain a safe, secure, and healthy environment. Managing the diversified 31 departments, divisions, and 2,700 employees within the County while ensuring excellence in financial management, is a major responsibility.

You have indicated your desire for innovative and secure financial solutions, as you look to the future. In fact, many regional governments are in the same situation as the County, looking for ways to leverage technology for efficiency and security. What they don't always consider is the bigger picture: How can you implement these changes while controlling costs and improving availability of funds, and still enhance financial services to your community?

You need to look not only at the cost of implementing new initiatives, but also consider the hidden costs in your current systems. Have you considered the true costs of your legacy processes and systems? Do they align with your strategic initiatives to develop, enhance, and increase fiscal resources to achieve the County's mission?

Identifying efficiencies to reduce costs

Wells Fargo transitioned the State of Nevada (the State) from a previous relationship that extended over 30 years. During this process, Wells Fargo and the State were able to identify many opportunities to create efficiencies through online applications and elimination of non-required reports and paper. This implementation **saved the State thousands of dollars each month** and placed their Treasurer's Office in the leadership role for all banking operations across the State. Wells Fargo has the proven experience in managing and working with the State that will allow us to develop a transition plan for the County that will optimize the overall banking relationship.

Gaining insight from your back office



What if critical functions, technology, and processes could be put into place that would mitigate risks, eliminate manual steps, and support future growth for the County? We have conducted thousands of Business Process Reviews with many of our government customers' back office financial operations to examine their current systems, workflows, financial controls, staff assignments, and then provide a comprehensive analysis illustrating short- and long-term strategies and solutions tailored to their organizations.

In fact, we recommend a complimentary Business Process Review prior to implementing any new customer because we have found this helps ensure our implementation is focused on the areas where we can bring the most value to an organization. Our trained team has gained knowledge from our extensive research, and we would like the opportunity to examine your workflows and processes to create a customized roadmap. This plan will help you achieve your goals to bring on innovative solutions to meet your needs for efficient online payment programs.

Adjusting to fit your needs

When you make a banking change, the first 90 days are the most critical after services are in place. During this time frame, we will monitor your activity, usage, and billing, and with your input, make any adjustments necessary. On an ongoing basis, as your primary bank, we would meet with your staff quarterly to review your relationship, share best practices, and discuss industry trends.

Within this proposal, we are offering the following:

- Up to \$30,000 credit towards analysis fees to be used in the first years of the contract
- Three investment options that include one sweep and two money market mutual funds
- 20 Panini 50 scanners — at no cost to you — to help accelerate operational efficiencies
- Pricing matched to the State of Nevada
- Superior service with our online banking portal and a dedicated Government and Institutional Banking (GIB) team

Partnering for your success

It is a big decision to change your financial partner, and we have the experience necessary to make sure you are successful. In our experience with other customers, like with the State of Nevada, we have found a clear understanding of the current structure and documented procedures to help avoid any obstacles to success.

We offer the County local expertise with your relationship management team of Pat Foley, Madie Mendoza, and Mark Haggen, who have more than 90 combined years of expertise focusing on government customers. A stable relationship team has obvious benefits for the County, and this is something not every bank can offer. We also offer national product leadership to the County. This combination means that you get the best of both worlds: local service and support, combined with national resources.



We understand that this is a complex decision for you but our goal is to make this as easy as possible. We'll begin by analyzing some of your key financial data to further tailor our partnership and begin planning for your business process review. We look forward to discussing our recommendations with you during the finalist presentations on April 20th.

Section 4 — scope of services

Service group 1: general banking services

1. Objectives, needs, and plans for the future

With the improving economy, anticipated regional growth and new legislation now in effect, the County anticipates that our activity volume will increase accordingly in cash deposits, dollar volume and disbursements. We are interested in partnering with a financial institution that will understand the needs of the County, is solution oriented and be a trusted resource.

We wish to move from paper to an electronic environment as much as possible. As well as utilizing online functionality for the day-to-day, research and reconciliation tools to economize staff time.

Acknowledged and confirmed. Wells Fargo can meet this requirement.

2. Account structure

Washoe County has provided a current list of accounts and the account structure EXHIBIT B. The County is open to evaluating the purpose and need for the various accounts to determine which accounts should be DDA or ZBA. The County also maintains three [3] Third Party Administrator [TPA] accounts to facilitate group health plans. The TPA facilitates the payments and reconciliations for each of these accounts. The County transfers funds weekly from the primary account to these separate accounts to fund the weekly disbursements.

Acknowledged and confirmed. Wells Fargo will work with the County to meet this need. We will also streamline your account structure, as necessary, through a detailed evaluation process. Similar to the implementation with State of Nevada, we would interview all agencies that need accounts and determine the optimum services and account structure.

3. Administrative

a. Describe the process for opening/closing accounts. Provide any related documents and any associated costs.

Account openings, updates, and closing requests are executed through your relationship team. Prior to opening accounts, Wells Fargo will obtain customer's legal name, primary address, mailing address, if different, Tax Identification Number, and state of registration.

All legal documents and required signatures for new customers must be in place prior to opening the account. Legal documents include: Authorization certificate, commercial account signature card, IRS form W-9, Commercial Account Agreement (CAA)/CAA Addendum (if applicable), funds availability policy, Wells Fargo Bank, N.A. Third-Party Vendor Payment Program Disclosure (as applicable).

An account can only be closed by an authorized individual through written communication to your relationship team.

b. Describe the process for establishing and maintaining authorized signers. Include all required signature card documents.

Wells Fargo Government Institutional Banking team will work with the County in providing the signature card, and outline required documentation in establishing the accounts.

c. **Is authorized signer's information available online for accounts?**

No. Wells Fargo provides the appropriate safeguards for the County.

d. **Can authorized signers be updated online? If so, describe the process and validation process.**

The County will submit a request to your relationship team to change signers on the account. Your relationship team will send you a Signature Card Amendment to update the signers.

4. **Deposit services**

The County collects cash and checks from approximately twelve [12] locations. These locations prepare their own deposits. Some deposits are transported by armored carrier to the bank; some are deposited at a bank branch by County employees. Most checks are deposited electronically using Image Cash Letter [ICL] services. The County Treasurer's Office currently uses the OPEX Model 72 AS7200i Scanner and Creditron software for remittance processing.

Acknowledged and confirmed. Wells Fargo can meet this requirement. For the image cash letter file, we do utilize a standard or custom X9.37 file format.

a. **Deposit processing will include electronic deposits of paper checks; cash and checks at branch locations; ACH payments; armored carrier transfers.**

You can make deposits through all of the methods required:

- **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 in our branches. You'll set up your deposit verification preference at implementation.
- **ATM:** You can deposit cash and checks directly into our ATMs, 24 hours a day, 7 days a week. The ATM calculates your deposit, verifies cash, images checks, and transfers check images for deposit.
- **ACH:** Our proprietary in-house ACH system allows you to electronically initiate and manage a wide variety of transactions including direct deposits.
- **Cash vault (by armored carrier):** You must make deposits in secure plastic, dual-pouch bags. During implementation, we'll provide you with a list of deadlines by deposit type.
- **Remote cash capture (smart safe):** You can receive provisional daily credit to your account without the expense of daily armored car pickups. This may accelerate your cash flow by one to two business days. Remote cash capture safes hold cash until an armored carrier (we partner with Brinks, Dunbar, Garda, and Loomis) picks it up and delivers it safely to the cash vault.
- **Remote and mobile deposit:** Our remote deposit service can save you both time and money by allowing you to deposit checks into your account electronically. Using a desktop scanner, you scan checks to create digital images of the checks. You then review and transmit the images to us through our online banking portal. **Wells Fargo will provide the County with 20 Panini 50 scanners — at no cost to the County — that will be installed during implementation.**

b. **Describe the process and costs for the deposit of foreign items.**

i. **Volume of foreign items is approximately 1-50 annually.**

If you choose to have us process foreign checks, we'll convert them to U.S. dollar equivalents at the current exchange rate and give you ledger credit. We'll send you a photocopy of each check along with any associated documents. Funds become available when the item clears.

- c. **The County maintains an average daily balance of approximately \$10 million. The remainder is available to generate earnings credits to offset service fees. The County may, at its discretion, use the sweep or compensating balances for overnight funds.**

Acknowledged and confirmed. Wells Fargo can meet this requirement.

5. Investment sweep

- a. **What short-term investment vehicle[s] does the bank propose to use for the overnight sweep the County's demand deposit accounts in accordance with allowable investments indicated in NRS 355? Does a reserve requirement apply for the proposed overnight sweep option?**

The County can choose from these options.

- **Repurchase Agreement Option***† automatically sweeps excess collected balances at the end of each business day into a repurchase agreement investment. At the opening of the next business day, we'll return the funds and any interest to your account. You generate earnings overnight while maintaining access to your cash during the day.

*Investments in repurchase agreements are not deposits, are not insured by the Federal Deposit Insurance Corporation (FDIC), and are not guaranteed by the U.S. government or any agency of it, or by the bank, nor is it the bank's obligation to repurchase your 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, and may lose value.

- **Money Market Mutual Fund Option***† automatically sweeps excess collected balances into one of the several Wells Fargo Money Market Mutual Funds:
 - Treasury Plus Money Market Fund (Service, A, and I-Share Classes)
 - Government Money Market Fund (Admin and I-Share Classes)

Because funds stay invested until you need them, you can generate earnings without sacrificing access to your cash. If your checking account balance is above your target balance at the end of the day, we'll automatically sweep the excess balance from your account into a FDIC insured omnibus account at the bank. At the beginning of the next business day, we transfer the funds to the money market mutual fund custodian, where we invest funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.*

*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 NASD/SIPC, and 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 wellsfargofunds.com, 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, and may lose value.

Please refer to Tab B in the Appendix section of this response for copies of the Institutional Share Class Investment prospectuses and fact sheets. Our Repurchase Agreement Option does not have a prospectus or financial statement.

b. What time of day is the cash sweep deadline? Is it end-of-day or next-day sweep?

Our **Repurchase Agreement Option** sweeps excess collected balances at the end of each business day into a repurchase agreement investment.

The **Money Market Mutual Fund Option** automatically 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 maintaining access to your cash.

If your checking account balance is above your target balance at the end of the day, we'll automatically sweep the excess balance from your account into a FDIC insured omnibus account at the bank. At the beginning of the next business day, we transfer the funds to the money market mutual fund custodian, where we invest funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.

c. Provide the return history for the twenty-four month period from January 2015 through December 2017.

We set the rates for our **Repurchase Agreement Option** daily based on current overnight market rates. We can provide historical rates up to the last three years, and include them in the following table.

Sweep option	Three months	Six months	One year	Three years
Repurchase Agreement	0.08%	0.01%	0.01%	0.02%

We set rates for our **Money Market Mutual Funds Option** daily based on the average rates of the securities in the fund. The following table lists our historical rates.¹

Money Market Mutual Fund	7-day current yield (%) ²	30-day current yield (%) ²	One year ³	Three years ³	Five years ³	Ten years ³
Government Money Market Fund - Inst	0.74%	0.50%	0.22%	0.01%	0.01%	5.08%
Treasury Plus Money Market - Inst	0.76%	0.50%	0.18%	0.01%	0.01%	4.82%

1. Data as of March 2018.

2. Figures quoted represent yield past performance, which is no guarantee of future results. Yields will fluctuate. Current performance may be lower or higher than the performance data quoted.

3. Percentages represent calendar year-end total returns and not yields.

d. If funds will be held in a demand deposit account, where will pledged collateral be held? What collateral reports are available and how frequently? Provide a sample report with your response.

Wells Fargo works with the Nevada State Treasurer's Office to insure full compliance with NRS 356 through the utilization of the State of Nevada Pooled Collateral Program. This program monitors the daily cash position and collateral position of Wells Fargo to insure full compliance. Please refer to Tab C in the Appendix section of this response for a copy of the daily report that was provided by the State Treasurer's office

e. If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares that is being proposed. What applicable fee [if any] applies for funds swept into this investment vehicle? How is the fee calculated?

Please see Tab B in the Appendix section of this response for the current prospectuses and fact sheets. Please see any associated pricing in Tab A of the Appendix section of this response.

6. Deposit processing

- a. **The County requires that deposit tickets be pre-encoded with unique identifiers in order to accurately account for County department deposits. Please include a sample of your ability to pre-encode deposit tickets and any associated costs.**

Pre-encoding deposit slips with unique identifiers or location codes is a very common practice. We allow for up to 10 digits in the auxiliary field of a deposit slip to be used for location reporting.

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'll debit your account to handle fees for deposit supplies you order through our vendor.

- b. **Provide a map showing staffed bank branch[s] and ATM location[s] in Washoe County.**

Please see Tab D in the Appendix section of this response for the requested map.

- c. **Are night drop, vault, remote and branch service options available? Provide costs for these options if different from the standard pricing.**

Yes. Night drop, vault, remote, and branch service options are all available to the County. Please see any associated pricing in Tab A of the Appendix section of this response.

- d. **What is the ledger cut-off time for deposits?**

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

- **Branch:** You receive same-day ledger credit for both cash and check deposits made prior to the deposit deadline.
- **Night depository:** Once we process your deposit, you receive same-day credit for cash and check.
- **ATM:** ATM deposits made before 9 p.m. local time will be posted on the same business day. You receive credit the next business day for deposits you make after the deadline, on weekends, and on federal holidays.
- **Remote deposit:** The deposit deadline is 7:00 p.m. PT.
- **Cash vault:** For the Reno, Nevada site local times are cash only 7:30 p.m., check only 5:00 p.m., and mixed 4:30 p.m.

- e. **Can checks, currency, and coin be included in the same deposit or are split deposits required?**

Deposit preparation requirements vary based on your method of deposit.

- **Post-verification deposits at the branch:** 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.
- **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. Our proposed solution for the County is split deposits where you insert cash in the top section of the bag, and checks and the deposit ticket in the bottom section. However, we do have the ability to accept deposits where you insert cash, checks, and the deposit ticket in the deposit bag as a combined deposit if that is a specific agency preference. The deposit procedures can be determined based on each deposit location specific need.

- **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:
 - 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).
- **Remote cash capture:** You'll receive detailed deposit preparation requirements and procedures during implementation. The requirements and procedures vary based on the safe model you select.

Please refer to Tab E in the Appendix section of this response for deposit preparation guides.

f. Does the bank accept loose and/or rolled coin for deposit at vault, branch and night drop locations? Provide costs if different from the standard pricing.

- **Cash vault:** You can deposit both loose and rolled coin in any amount.
- **Branch:** You can deposit loose coin in amounts less than \$10 at all branches. Most branches accept rolled coin for deposit amounts between \$10 and \$50. You should use FED standard coin bags for amounts greater than \$50.
- **Night depository:** You can deposit loose coin in amounts less than \$10.
- **Remote cash capture:** You can deposit loose coin in amounts less than \$10 into the safe as a manual deposit.

Please see any associated pricing in Tab A of the Appendix section of this response. Also, refer to Tab E in the Appendix section of this response for deposit preparation instructions.

g. What type of deposit bags does the bank allow/require? Does the bank provide these bags? Does the bank charge a fee for these bags? Are there any restrictions on deposit bags provided by the customer? Are there any additional charges associated with the contents of deposit bags?

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.

h. What location do you propose for the County's armored car to deposit funds for processing?

We propose our Reno, Nevada cash vault location.

i. How are deposits credited? Are items immediately verified? If provisional credit is given, when does verification take place?

With our Stagecoach Post Verify service, you will receive a receipt for the amount listed on the deposit ticket and provisional credit at the time the deposit is handed to the teller. Then, deposits are typically verified same day, although, some deposits may be verified next day. Specific to cash vault deposits, you will receive same-day credit for deposits received by the vault deadline.

j. Describe how your bank requires currency deemed contaminated or as a bio-hazard be handled. Provide any available documentation.

Contaminated currency is double bagged, and the bags must be large enough to permit movement of the currency inside for initial visual inspection. The word "CONTAMINATED" must be written in permanent marker and in large letters on the outside of the outer bag. Any exterior printing on the bags must not inhibit the view of the bagged contents.

The package must include a denominational breakdown of the currency, including the total value. These types of deposits can only be taken to the cash vault via armored courier. To ensure the safety and protection of Wells Fargo employees, exceptions to this policy will not be honored.

k. Are deliveries of change orders available via armored car? If so, explain timelines and procedures for placing change order requests. If not, please explain procedures for acquiring change.

Yes. 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 can place orders up to 180 days in advance. 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.
- **Online:** When you use our online banking portal, you can place orders for up to 10 locations at a time, up to 30 days in advance. You 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. You will see a confirmation number on the next screen.
- **Standing order:** You can receive change orders on a set delivery schedule, eliminating the need to manually place your order. During implementation, you'll provide us with your order details.

Local cutoff times for change orders for the Reno, Nevada cash vault: touch-tone is 12:00 p.m. and online or transmission is 11:30 a.m.

l. Describe the bank's ability to process checks by ICL.

i. Can the bank process ICL items with the County's current equipment, OPEX Model 72 AS7200i Scanner?

ii. Identify the maximum pixel count accepted.

iii. Are there any restrictions on the number of items in an ICL file?

iv. Are there any restrictions on number of daily deposits?

v. What is the bank's cut-off time for ICL deposits that are deposited on the same day?

You can use our image cash letter service to deposit checks into your Wells Fargo account electronically. Wells Fargo's image cash letter solution is not dependent on the type of scanners used by the County, but on the format of the image cash letter file.

We accept versions of both the X9.37 and X9.100-187 through our Wells Fargo proprietary and Federal Reserve Bank formats. You can capture and store check images in a black-and-white TIFF 6 format with CCITT Group IV compression, at a minimum resolution of 200 x 200 dots per inch (DPI).

If you are using an internet protocol to transmit files, we suggest that you send a file every time you reach 7,000 images. The maximum file size may not exceed 9,750 images. We encourage you to send multiple files per day to avoid exceeding the file limit.

We must receive all files by 7:00 p.m. PT in order to receive same-day ledger credit.

m. Can returned items be automatically redeposited? If so, how many times and at what cost?

Yes. We can automatically redeposit items returned for nonsufficient funds (NSF) or uncollected funds (UCF) one time. We cannot automatically redeposit items returned for any other reason. If an item is returned a second time, we charge it back to your original depository account.

If you choose to use our check conversion service, items converted to ACH can be re-presented twice instead of the standard one time associated with a paper check. If an item is returned a third time, we charge it back to your original depository account.

We support electronic presentment of returned items through our re-presented check (RCK) service. When checks are returned for NSF or UCF, our service converts them to ACH debits.

Please see any associated pricing in Tab A of the Appendix section of this response. Please see Tab F in the Appendix section of this response for additional information.

n. Can the bank provide a detailed return item transmission to the County? Can this report identify the payer's name, depositing location and the type of item being returned?

Yes. You can receive a detailed returned item transmission (in flat or National automated Clearing House Association (NACHA) file format¹) that includes returned checks, converted ACH transactions, and redeposited items. The file includes a separate record for each returned item.

The transmission does not identify the type of item being returned, but it can identify the depositing location either by subaccount or by the location identifier on the deposit ticket.²

¹NACHA format requires enrollment in our ACH check conversion service.

²Deposits made using a counter ticket or a deposit ticket that does not include the location code on the MICR line may not contain the location identifier for returned reporting purposes.

o. Compared to a 'traditional' branch deposit, does the bank impose additional responsibility or expose the County to additional liability for fraudulent items if checks are processed by ICL? If so, please describe.

The County has the added responsibility of ensuring you provide us with good, quality images of the deposited checks along with ensuring you don't deposit items more than once. However, Wells Fargo does not apply any greater level of responsibility or liability related to fraud items for electronic deposits than we do for traditional deposits.

p. Does the bank currently or is it willing to provide fraud detection, prevention, cybersecurity or cash handling training for County employees? If so, is this training in person, online or a combination? If offered provide pricing information if applicable.

We provide several complimentary virtual training options, so on-site training is usually not necessary. However, for some of our more complex services, we are able to provide in-person training should you require it. At the beginning of the implementation process, your implementation consultant will work with you to create a training plan. We offer various training resources that include deposit preparation, change order procedure and systems, information reporting system, and technical support. In addition, we offer an online, instructor-led class that covers the different types of fraud and cybersecurity, including check and electronic fraud, such as phishing attempts and identity theft. We don't charge for training.

q. Describe the procedure for correcting a deposit due to bank error. Is there a minimum or maximum limit?

You can access your deposit adjustment notice and supporting documents through our Statements and Notices service on our online banking portal.

A deposit adjustment is created on deposits when the declared amount and the verified amount differ by more than an established threshold. A deposit adjustment threshold represents the maximum difference between the declared and verified amount that will be absorbed by the bank. Differences, greater than the threshold amount, result in a debit or credit being posted to the customer's account.

This notice explains the reason and provides the transaction details for adjustments we made to your deposit. We include an image of the corrected check if it is available. A deposit adjustment notice is available for up to 180 days after we process it. You can also enroll to receive adjustment notifications by email or text message.

With 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. Information on cash vault adjustments is also available through the online banking portal in the Cash Vault Inquiry section.

7. Armored carrier

The County does not have an exclusive countywide contract with a single armored provider. Departments utilizing armored car services contract with them on an individual basis.

- a. **Describe and provide any armored carrier requirements your bank has and a sample copy of the agreement document.**

The County should contract directly with, and pay fees directly to, an armored carrier of your choosing. We will assist you in identifying local carrier companies.

- b. **Provide information related to any restrictions related to armored carriers.**

We do require that the armored carrier of your choice be approved by our cash vaults.

8. Availability of deposits

- a. **How does the bank determine and calculate availability of deposited items?**

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 (branch, ATM, remote deposit capture, and more).

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

- b. **Does the bank give immediate availability for all domestic items? If not provide the method of calculation related to funds availability.**

Wells Fargo will provide that same availability as is offered to the State of Nevada at zero and/or one day on all domestic checks drawn in U.S. dollars.

- c. **Provide a copy of the availability schedule the bank proposes to use for the County. Is this the bank's best schedule? If not, quantify the difference and explain how the County may obtain the bank's best availability schedule. Describe the extra charge, if any, for obtaining the bank's best availability schedule.**

Wells Fargo will provide that same availability as is offered to the State of Nevada at zero and/or one day on all domestic checks drawn in U.S. dollars.

- d. **Does the same schedule apply for a lockbox? If not, describe the differences.**

Yes. The same schedule applies for a lockbox.

- e. **Provide a copy of the availability schedule the bank proposes for items deposited with Remote Deposit Capture [RDC].**

Wells Fargo will provide that same availability as is offered to the State of Nevada at zero and/or one day on all domestic checks drawn in U.S. dollars.

9. End-of-day overdrafts

- a. **What are the fees and interest charges associated with overdrafts? How are these charges calculated?**

We charge for both overdrafts and the use of UCF. We calculate the rate for UCF based on our prime borrowing rate. The formula for this fee is: (average daily negative collected balance × overdraft rate × days in period) ÷ (360). We can offset these fees (overdraft and UCF) by the earnings credit allowance. Your relationship manager will set overdraft fees on a per-item basis. We do not charge for daylight overdrafts.

- b. **Is there a fee per check or per occurrence when there is an overdraft?**

Please see our above answer to question 9.a.

- c. **Is there a daily cap on fees?**

No. There is no daily cap on overdraft fees.

10. Daylight overdrafts

- a. **Describe the bank's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.**

We have the capability to extend a daylight overdraft facility to you. Establishment of such a limit would be subject to the review of the County's financial statements and is subject to credit approval by Wells Fargo. We calculate daylight overdrafts based on the County's current available balance. We can calculate these positions on an account level or your relationship structure level. We calculate overdrafts on an individual account level.

- b. **Does the bank establish an intra-day limit per account or per customer? How flexible can the bank be?**

We can establish an intraday overdraft limit on a stand-alone account or on a group of accounts. However, whether or not we offer a daylight overdraft limit and how we structure it, is a credit decision your relationship manager will make.

- c. **Is wire transfer processing stopped when the intra-day limit is reached? Explain procedures.**

If an outgoing wire will create a negative available balance and is in excess of any daylight overdraft limit, the system automatically sends it to our risk control group. This group only releases wires with approval from a relationship manager or another team member with appropriate authority.

- d. **If the bank incurs a daylight overdraft charge from the Feds, will it pass this charge on to its customers? If so, how [e.g. intra-day loan, daylight overdraft facility fees]? How is the charge allocated among customers?**

We do not currently charge fees for daylight overdrafts, though we reserve the right to do so.

11. Collateral

- a. **Bank is required to collateralize all collected balances, in excess of balance limits insured by the FDIC, as per the collateral requirements in NRS 356.133. See EXHIBIT D**

Nevada Public entities in Nevada may participate in the Nevada Pooled Collateral Program administered by the State Treasurer's office. Wells Fargo will continue to utilize the Pooled Program to collateralize Washoe County's balances in excess of the FDIC Insurance level as prescribed in NRS 356.133.

12. Earnings Credit Rates

- a. **Does the County have the option of compensating the bank on either a fee or balance basis? Is the price the same for either option? If not, what is the difference?**

Yes. We accept compensation in fees, balances, or a combination of the two. The same price schedule applies, regardless of compensation method.

- b. **How is your bank's earnings credit determined, adjusted, and applied? Please include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements and a listing of the bank's earnings credits and reserve requirements on a monthly basis from January 2015 through December 2017.**

We set the earnings credit rate (ECR) internally each month after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. We set the rate at our discretion and may adjust it during the month to react to market changes. The County will mirror that of the State of Nevada and will be set at the three-month average of the 91-Day Treasury Bill rate.

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

- January 2015 through March 2017 – Standard ECR was 0.25% (25 bp)
- April 2017 through current day – Standard ECR is 0.35% (35 bp)

- c. **What time frame does your bank use when reviewing balances for deficiency or excess [e.g. rolling 12 month average, calendar quarter, calendar year, etc.]?**

We will carry forward your excess balances to match the settlement period with a maximum of one year.

13. Dedicated deposit accounts

The County requires Board of County Commissioner [BCC] approval to open NEW dedicated accounts. A copy of the approved BCC item will be included when the request to open an account is made.

Replacement accounts do not require BCC approval, but do require notification submitted on letterhead signed by the Treasurer or Chief Deputy Treasurer of Washoe County.

- a. **What is the process and who should be contacted to set up new dedicated accounts? Provide copy of forms and any additional information or requirements.**

Account openings are executed through your relationship team. They will work with you and provide any required forms and additional information.

- b. **Since these dedicated accounts may not be ‘owned’ by the County, what pricing and interest arrangement would the bank propose?**

Wells Fargo is required to understand the nature and the relationship of the request and will work with the County to provide outstanding service and pricing. Wells Fargo will provide the same pricing as indicated in the unit cost as part of this proposal. Please refer to Tab A in the Appendix section of this response for any associated costs.

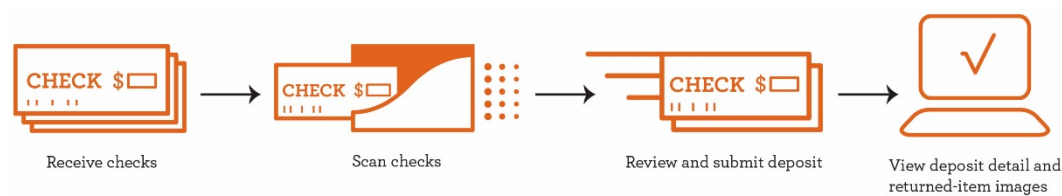
14. Remote Deposit Capture (RDC) and mobile banking

The County does not currently utilize remote deposit functionality for locations who deposit monies. We are willing to evaluate the feasibility of this process for outlying locations and/or county workers in the field who may have a business need to utilize this option.

Provide information on the process, equipment and cost[s] associated with this functionality.

With our remote deposit service, you can electronically deposit checks into your Wells Fargo accounts directly from your computer with internet access. An extended deposit deadline of 7:00 p.m. PT for same-day ledger credit means improved availability and simplified account reconciliation.

The following diagram shows the remote deposit process flow.



Mobile deposit: You can capture images and deposit funds* to your account with the camera of a mobile device†. Mobile users, such as field officers and route drivers, can accept customer checks or money orders and deposit them immediately.

*One check per deposit.

†Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 5.0 or higher.

Please refer to Tab G in the Appendix section of this response for scanner specifications and scanner pricing.

- a. **If additional locations process deposits with RDC, what equipment would you recommend?**

i. **What is the price for these scanners?**

ii. **Provide pricing for any associated activities.**

iii. **Identify the maximum pixel count accepted through RDC transfer.**

Our remote deposit service is compatible with Panini, Cannon, and Digital Check scanners. With average use, the expected life cycle of all the scanner models is approximately four years. The ink cartridges last about 3,000,000 characters.

Wells Fargo will provide the County with 20 Panini 50 scanners — at no cost to the County — that will be installed during implementation. Should the County not use all 20 scanners during implementation, Wells Fargo will continue to provide additional scanners until all 20 are completely installed. Please refer to Tab G in the Appendix section of this response for scanner specifications and pricing, as a reference.

- b. Describe your bank's mobile services, functionality and security features that can be utilized for commercial accounts.**

In 2007, we became the first major U.S. bank to offer mobile services for commercial and corporate customers. With our mobile service, you can perform many of the same tasks you do on the online banking 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 10.1 or higher or Android version 5.0 or higher.

You can access our mobile service from any internet-connected mobile device and sign on using your online banking portal authentication credentials. Our mobile service offers access to your accounts and the ability to perform critical tasks when you're away from your computer or office, in a meeting, or traveling.

15. Automated teller machine

- a. Would the bank be willing to provide an ATM at the primary County Complex located at 1001 E. 9th Street, Reno, NV? If so, describe volume expectations and any associated costs.**

At this time, Wells Fargo will not be able to provide an automated teller machine (ATM) at the County location.

- b. Would this ATM accept deposits?**

Not applicable.

16. Disbursement services

The County currently issues approximately 7,500 checks per month. Required services include:

- a. Provide online and manual positive pay services. Describe options and format for submitting positive pay information. In addition to a void positive pay file submission, does the bank recommend adding a stop payment to an issue where we do not have the void or stale dated item in hand?**

Yes. We offer online and manual (teller) positive services. With a stop payment, which we recommend adding, the item will be returned automatically for as long as the stop is active (initial stop duration is six months with the auto renewal option of up to six renewals).

- b. Provide online and manual stop payment services, options and costs.**

Please refer to Tab A in the Appendix section of this response for any associated costs.

- c. Provide CD-ROM imaging [front and back] of disbursement checks.**

Yes. We can provide the County CD-ROMs with front and back paid check images.

- d. Provide online access to accounts to obtain images of cashed checks prior to CD-ROM images being provided to the County. Describe the time availability for images, when are they archived and the length of retention. Is a longer retention period available? If so, at what cost.**

Front and back paid check images can be requested and received promptly through our online Transaction Search service. Images are available by 6:00 a.m. PT the business day after posting. Some images may also be available on an intraday basis. Images are available online for seven years.

When processing paper items, check truncation is our standard service. We image these items, and store them onsite. After 10 days, items captured in Operations are destroyed. Items captured in our branches are destroyed after 20 days. Please refer to Tab A in the Appendix section of this response for any associated costs.

- e. Will the bank cash the County's payroll, witness fee and inmate funds without charge to either the County or check payee? If not, what is the charge? Is a check cashing agreement required? If yes, include a copy with your response.**

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 County can arrange to pay the fee on behalf of the payee through your account analysis. Your treasury management consultant and relationship team are happy to work with you to determine your best option for covering the check cashing fee. With the exception of some accounts, we will cash — without charge — checks drawn on other banks if the payee is a Wells Fargo customer. We don't require a check cashing agreement when the checks are drawn on Wells Fargo.

- f. Provide additional alternative payment methods or digital disbursements available and the associated fees and costs.**

Please refer to Tab A in the Appendix section of this response for any associated costs.

- g. Describe your policy on cashing County issued checks for payee's that do not have any account with your bank.**

We will cash — for a fee — checks drawn on Wells Fargo, if the payee is not a Wells Fargo customer. The County can arrange to pay the fee on behalf of the payee through your account analysis. Your treasury management consultant, Mark Haggen, and your relationship team is happy to work with you to determine your best option for covering the check cashing fee.

17. Stop payments

- a. Describe the method[s] for placing/accepting stop payment orders, the length of time available and the associated costs.**

You have two options to submit stop payment orders: through our online banking 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. Stop payments remain in effect for six months. Please refer to Tab A in the Appendix section of this response for any associated costs.

- b. Are stop payment requests effective immediately? If not immediate, describe when the stop payment is effective.**

Stop payments are effective immediately after you successfully initiate the request through our online service. You can make a request as late 6:00 p.m. PT and still receive same-day posting.

- c. Describe the options available when placing a stop payment and associated costs.**

You have two options to submit stop payment orders: through our online banking 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. Please refer to Tab A in the Appendix section of this response for any associated costs.

- d. Can stop payments be automatically renewed? If so, for how long? Is there an associated fee for each renewal?**

You can individually renew a stop payment on an as-needed basis through our online service, 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

e. Describe any bank policies on stale dated checks drawn on County accounts.

We do not generally review the dates on checks. However, you can subscribe to our stale-date service, which is available with full account reconciliation and positive pay services. You will specify a stale-date period that can range from one to 99 months. With our next-day positive pay service, stale-dated checks will post to your account. During the implementation process, you will choose whether you want us to include your stale-dated checks with your positive pay exceptions. If so, you will make pay or return decisions for each one. If you choose to return a stale-dated check, we will reverse the paid transaction and return the check the following day. If you choose not to include stale-dated checks as exceptions, we will automatically reverse paid transactions and return the checks the following day.

18. Positive pay

a. Describe the bank's ability to provide Positive Pay services, types of service and the associated costs.

We offer both positive pay services for demand deposit accounts. When you implement a controlled disbursement account, you will be required to implement our Positive Pay service.

- **Positive pay:** With positive pay, we identify checks that may be fraudulent or unauthorized by matching checks presented against your account for payment to the check issue information you provide us. We report positive pay exceptions to you through our online banking portal. It's quick and easy to view images and make pay or return decisions through our online banking portal. You can also use our mobile service to access images and make your positive pay decisions. Teller positive pay is included with all positive pay accounts.
- **Teller match:** Our optional Teller Match service is available for most reverse positive pay accounts. This service allows you to send us a check issue file that we use only to verify checks that are presented for cashing or depositing at the teller line. If someone is attempting to cash an item for which we have not received an issue record from the County, our tellers are prompted to call client services for further instruction.
- **Return transmission:** In addition to returning items online, you can send your returns to us in a transmission. In order to use the transmission option, you need to receive either the intraday paid check file* or a previous day BAI or paid checks file.†

*Controlled disbursement accounts only. Positive pay required. †Controlled disbursement or DDA accounts.

b. If Teller Positive Pay is available, how long does it take for check issuance information to be available to tellers? How often is the information refreshed?

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. 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.

c. Describe the preferred medium to transmit Positive Pay information and describe any other available options and associated costs, or other process expectations.

Positive pay reports are integrated with our balance reporting system, both online and through our mobile service. You can view a list of positive pay exception items, view check images, and submit pay and return decisions. All exceptions will post to your account; however, we do not include MICR errors and misreads with positive pay exceptions. Our Operations group will reverse MICR errors and misreads, and then repost them with the correct information on the following business day. Please refer to Tab A in the Appendix section of this response for any associated costs.

d. What is the deadline for the transmission of check issuance files to the bank?

If we receive your check issue file prior to 8:00 p.m. PT, 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.

e. How frequently can transmission files be uploaded to the bank for the issuance of additional checks, and/or recently voided items? Is there a limit to the number of files per day?

The County can include up to 1,500 entries per file, and can upload as many files per day as needed.

f. How often is Positive Pay information refreshed?

i. Can the bank accept positive pay information 24/7?

ii. How will the County be notified that a Positive Pay file has been received successfully?

iii. How will the County be notified of rejected items? What time will the County receive the information on rejected items? How much time will the County have to decision the rejected items?

Issue files are uploaded to the system every 15 minutes, starting at 6:00 a.m. PT and ending at 8:00 p.m. PT for teller access within 30 minutes of receipt.

We report positive pay exceptions to you through our online banking portal and mobile service.

You'll receive next-day exception reporting with check images by 9:00 a.m. PT. You'll make your pay and return decisions by 2:00 p.m. PT.

19. Electronic funds transfer — Automated Clearing House (ACH)

The County utilizes electronic funds transfers [ACH] for accounts payable transactions, to pay employees and transmits this information via the Internet.

Accounts Payable – In general, the County transmits one file per week, average 780 ACH credit transactions per week for an average dollar amount of \$7,000,000.00.

Payroll - the County employs approximately 2,750 individuals. The County internally processes the direct deposit of payroll. Approximately ninety-nine percent [99%] of the County's employees receive direct deposit. The County processes payroll every week with approximately 5,500 payroll ACH transactions per month. Approximately one percent [1.00%], or thirty [30] employees, receive paper checks. During the summer approximately one-hundred fifty [150] seasonal employees are hired.

Acknowledged and confirmed — Wells Fargo can meet this requirement.

20. ACH processing

a. What ACH file transmission options are available?

You can choose from a variety of methods for transmitting and receiving your ACH files.

- Internet protocols
- Online banking portal
- Direct transmission URL access

b. What are the transmission deadlines for ACH files and when are the funds debited from the County's account[s]?

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

Input method	Two-day	One-day	Same-day *
Direct origination	9:00 p.m. PT for two-day settlement	6:00 p.m. PT for next-day settlement	6:00 p.m. PT
Consolidated payables transmission	9:00 p.m. PT for two-day settlement	6:00 p.m. PT for next-day settlement	6:00 p.m. PT
Online	6:00 p.m. PT for two-day settlement	6:00 p.m. PT for next-day settlement	4:00 p.m. PT

*Both the originating account and receiving account must be Wells Fargo accounts. The \$25,000 transaction limit for NACHA's Same Day Rule does not apply to on-us transactions.

c. Describe how returned and/or rejected ACH transactions are handled. What information does the bank provide in identifying returned and/or rejected items and when?

Our ACH system automatically matches each returned entry to the origination entry with a match rate of more than 99%. For transactions that the system does not automatically match, an ACH operator manually reviews the return and, where possible, matches it with the correct entry. We can redeposit ACH debits returned for NSF or UCF once or twice — depending on the option you select. You can also choose to have items redeposited based on a particular dollar range.

We can dishonor duplicate returns, transaction code mismatches, and any inaccurate return that cannot be matched to an original entry. You determine your own time frame for items that you consider tardy (within NACHA rules); we recommend three business days.

Funds for returned entries are memo posted to your account on the date we receive them. You can access return information online, by file transmission, or by fax.

d. Describe the financial institution's ability to block unauthorized ACH debits. If the bank provides ACH debit blocking, what level of filtering can be applied?

We offer two services to block all ACH debits from posting to your account. If you use the stop option of our ACH Fraud Filter service, we will block all ACH debits from posting to your account, except those you preauthorized. You'll access the service through our online banking portal or mobile service.

e. Does the bank offer ACH Positive Pay [ability to make pay / no pay decisions on unidentified ACH transactions]?

Our ACH Fraud Filter service helps protect your accounts from unauthorized transactions. We deliver potentially unauthorized ACH transaction information to you through our online banking portal and mobile service. Review and stop options are available for debits, credits, or all ACH transactions. Unlike some debit-blocking services, our service reports all payment information about the transactions, so you know who is attempting to send transactions to your account.

With our review option, you can preauthorize ACH transactions to post to your account. We'll notify you of any that are not preauthorized. You'll review those transactions 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.

With our stop option, we'll automatically return transactions that you did not preauthorize and process all that you did preauthorize.

f. Describe the financial institution's ability and process for authorizing ACH debits.

During implementation, you'll 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 efficient way for your staff to authorize new transactions.

We offer three options for setting dollar limits to help ensure originators do not charge your account for more than you authorize. They are: predetermined dollar limit, dollar threshold, and dollar range.

Regardless of how you configure the service, when we return unauthorized transactions, we use return code R29 (Corporate Customer Advises Not Authorized).

g. Describe any opportunities to automate ACH transactions.

Required services include:

a. Accept and send ACH transactions and provide ACH debit blocking services.

i. Describe ACH research process and provide an example of the verification of receipt document.

We can provide the County with multiple opportunities to automate ACH transactions.

Initial file verification and messaging: If you use one of our supported internet protocols to submit your files, we verify that the files comply with formatting and accuracy requirements. We'll send you an email notification that we received your files. This notification includes a timestamp and indicates whether your file loaded successfully or failed. You can also choose to receive file transfer notifications by email when we receive a file with no data, receive an unexpected file, or do not receive an expected file

Research: When you contact Treasury Management Client Services with an inquiry that requires research, the client service officer who works with you logs your issue and provides you with a case number and an expected resolution time. Your client service officer may also engage additional resources as needed.

We look forward to discussing this topic with the County in more detail.

b. Unified ACH transmission platform for accounts payable and payroll.

Our services use existing interfaces that work with a wide range of accounting, enterprise resource planning (ERP), or treasury workstation systems.

c. ACH transmission should include CTX to include addenda records.

Yes. CTX is a Standard Entry Class code (SEC) accepted by Wells Fargo.

d. Disburse funds via wire transfer upon request of an authorized person or provide a secure electronic method for wiring funds.

We can meet this requirement.

e. Provide a secure electronic method for initiating intra-bank transfers between County accounts.

We can meet this requirement.

f. Process direct deposit of payroll.

You can deposit your employees' payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts through ACH.

21. Wire processing

a. Describe the process and options available to initiate wire transfers.

- **Online and mobile:** The County can sign on to our online banking portal to initiate repetitive or free-form domestic and international wires.
- **Consolidated payables:** You can send one file with multiple payment types (including wires, ACH payments, credit card payments, and checks) and remittance information using our consolidated payables service. You can send a file directly from your treasury workstation or ERP, accounts payable, or other internal system.
- **Telephone*:** You can 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). You can complete repetitive wires set up on our system through the VRU. To complete free-form wires, you'll speak with a team member in our wire department. *Book transfer initiation option not available by telephone.
- **Automatic standing transfer order:** To set up a repetitive wire, you'll 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 branch to initiate a wire. You must have signing authority on the account to initiate the request. *Book transfer initiation option not available in person.
- **Online foreign exchange:** You can manage your foreign exchange transactions and reporting with our online foreign exchange service 24 hours a day, 7 days a week. Our service combines the advantages of our competitive foreign exchange rates with the convenience of sending payments throughout the world over the internet.

b. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be established [i.e. multiple authorizers, maximum dollar amounts, etc.]?

Our required and recommended levels of security safeguards for initiating and releasing wires for each method we support are described in the following bullets.

- **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.
- **Consolidated payables (Transmission):** Within your ERP, treasury workstation, or accounts payable system, the County establishes whatever levels of authority you require for transmissions sent directly to Wells Fargo.
- **Consolidated payables (Internet):** You can upload your wire payment file and perform secondary approvals for uploaded or transmitted files through our online portal.

c. Does the bank offer its customers dual control release options [secondary approval levels] for electronically initiated transfers? If so, describe.

Yes. We offer dual control for electronically initiated transfers.

d. Are security tokens available or required? If so, provide cost.

We require two-factor authentication to access our online services. Each user must enter the following information: Company ID, User ID, Password, and PIN and token code. We do not charge fees for our security tokens.

22. Intra-bank account transfers

a. Describe the processing of initiating an intra-bank account transfer.

We handle transfer requests between your Wells Fargo accounts as ACH intra bank account or book transfers. The County can make same-day ACH book transfers between your own Wells Fargo accounts, or from your Wells Fargo accounts to the Wells Fargo accounts of another customer. The County can sign on to our online banking portal to initiate repetitive or free-form book transfers.

b. Does the bank offer its customers dual control release options secondary approval levels] for electronically initiated transfers? If so, describe.

Yes. We offer dual control for electronically initiated transfers.

- With our CEO® ACH Payments service, you can customize the management and improve the security of your ACH transactions with multiple options of dual approval requirements, such as dual approval of user profile, dual approval of payments, and template dual control.
- You can approve free-form and repetitive wires through our online and mobile wire transfer services. You can customize your setup to require up to four approvers. You can also require an additional approver for wires over a specific dollar amount.
- To help ensure the safety and accuracy of your telephone-initiated free-form wire transfers, you can choose to use our optional callback approval procedure. We'll call a designated approver prior to releasing telephone-initiated free-form wires.

23. Lockbox services

The County uses a third-party, Assessment Management Group [AMG], to invoice and collect special assessments. AMG handles the entire process from billing to collection. AMG receives reports and images of envelopes, payment coupons and checks. They do not handle any funds directly. The remittance document[s] and payment are sent to a bank lockbox for processing. This lockbox is used as a depository and reporting tool. The County would prefer a lockbox within the State of Nevada however, there is no restriction related to the lockbox location.

See EXHIBIT E for a sample of the remittance document.

The lockbox is set up as a wholesale lockbox with approximately one-hundred seventy-five [175] items processed per month. Monthly volume ranges from twenty [20] to four-hundred [400] items. The total dollar amount collected in FY 16/17 was \$1,547,626, with the average transaction being \$855.99. Dual sided images are required for both the remittance advice and check, PDF. Requirements include:

- **Payee validation.**
- **CD-DVD of remittance and checks and available for online viewing.**
- **Web access for Treasurer's and AMG staff.**
- **Web based reporting. Provide length of information availability.**

a. Where will wholesale lockbox items be processed?

Lockbox items will be processed in our Phoenix, Arizona facility.

b. Provide length of information availability.

As a standard, we archive images for online access for seven years.

- c. **What were the average monthly volumes for your wholesale lockbox operation during the last twelve months [items, dollars, number of lockboxes and number of customers]?**

Lockbox location	Items	Dollars	Keystrokes	Images	Lockboxes	Customers
Phoenix	102,059	305,416,109	1,213,158	474,641	190	127

- d. **What is the ledger cut-off time for wholesale lockbox deposits for the bank of first deposit? Include weekends and holidays.**

Ledger cutoff times do not apply to lockbox payments. Instead, you'll choose a deposit time that best meets your internal reporting or transmission requirements; the latest cutoff time for mail to be included in a deposit will vary based on the deposit time. We process payments received after your deadline on the following business day.

- e. **What is the latest mail pickup to be included in the last deposit? Will you process and deposit all of the County's payments on the same ledger day as received? If not, when are these items deposited?**

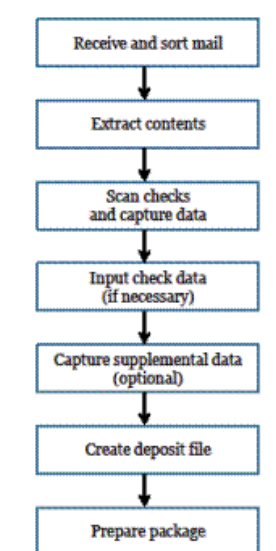
The following table lists post office pickup schedules for each of our lockbox locations. All times are local. During the implementation phase of this project, we will provide you with the holiday schedule for the location or locations you select.

Post office location	Weekdays	Weekends
Phoenix Main Postal Facility	AM: 5:00, 7:30, 9:00, 10:30 PM: No pickup	AM: 5:00, 7:30, 9:00, 10:30 PM: No pickup

- f. **Describe the lockbox department's processing workflow. Highlight your quality control checkpoints and the components that are directly controlled by the lockbox manager. Include a schematic or flow chart of the processing procedures.**

The following is a general explanation of how we process items we receive at a standard wholesale image lockbox. This workflow may vary somewhat from site to site. Throughout this process, our operators have your lockbox processing instructions visible in order to view and follow your established instructions.

- **Receive and sort mail:** Using either high-speed mail sorting equipment or manual processes, we separate mail addressed to your lockbox from mail addressed to other lockboxes. We then batch the mail and place it into the bin designated for each customer-specific lockbox number.
- **Extract contents:** Mail is moved from the mail bins to the processing area. Once there, an operator opens the mail, extracts the contents manually, or uses automated mail opening equipment. They review the contents of the envelopes, separates the checks from the documents, and groups payments.
- **Scan checks and capture data:** Using a desktop or standalone scanning device, an operator captures an image (in color or black and white) of each check and its MICR line data.
- **Scan remittance documents:** An operator scans the remittance documents that correspond to the checks processed earlier. Some sites perform this step at the same time they scan check images. During scanning, we use work unit headers and trailers to prevent commingling batches of work. We also place transaction identification documents* – which have unique identifiers – on each check and document to correctly associate checks with their related documents. *Some sites use an alternate method to keep work in the proper order.



- **Input check data (if necessary):** If an item fails our courtesy amount recognition (CAR) and legal amount recognition (LAR) match, an operator views the images of the item on the screen and keys the amount. If the CAR amount does not match the LAR amount, the operator must reverse-key the amount. The operator also corrects missing or unreadable MICR line data.
- **Capture supplemental data (optional):** Based on specific field prompts we establish during the implementation process, we use both manual and robotic keying to capture data, such as invoice number and customer name.
- **Create deposit file:** Operators create a file that contains the MICR data, check amount, and a digital image of each deposited check, then transmits the file to our processing department. We then clear the checks electronically.
- **Generate output and prepare package:** After your scheduled lockbox deposit deadline passes, we generate your lockbox output that includes both images and data. You can receive your reports and images online or by transmission. We'll gather any unprocessed or rejected items and deliver them to you based on your instructions.

Quality control

To promote high-quality service, each lockbox site manager administers a workflow analysis to quickly identify and address processing errors.

- **Receive and sort mail.** This includes: monitor courier pickups and deliveries for timeliness, report any pattern deviations in overall volume to the post office, monitor customer-specific volumes to make sure we have appropriate staff levels in place, and code mail bins according to deposit deadlines to help ensure timely processing of payments.
- **Open mail and extract contents.** This includes: perform in-house daily maintenance of equipment to confirm quality performance, keep color-coded tickets with work to support timely processing, use unique operator IDs for each batch of work, and capture an image of each check and its MICR line data
- **Scan checks and capture data:** Review every check to verify the following: check contains a signature, payee, date, LAR, CAR, CAR and LAR match, and routing and transit number (to verify U.S. dollars)
- **Scan remittance documents.** Includes: detect documents that are out of order and verify first and last check in each batch to prevent comingling
- **Input check data (if necessary).** This includes: re-enter check amount for CAR rejects by viewing image and verify data entered by a second operator to confirm accuracy
- **Create deposit file.** This includes: generate systematic reports to notify us of possible out of balance conditions and place affected deposits on hold until we can resolve the condition.
- **Generate output and prepare package.** This includes: account for all batches, review all work and confirm it corresponds to your lockbox, mail package according to your specifications, and note number of boxes and pickups on log.

g. Describe your procedures for the capture and transmissions of remittance detail such as account or invoice number. In what standard formats does the bank transmit? Will you customize?

During processing, we can provide value-added keying (VAK) for fields selected by the County or scan incoming payments to capture scanline data. We image the front and back of checks, and the front of associated remittance documents. Upon request, we can also image the back of remittances and envelopes.

We can transmit your files in a variety of formats including standard BAI and EDI layouts. Upon request, we can also customize our service to transmit in many nonstandard formats.

h. Are changes to the current remittance document necessary to process transactions EXHIBIT E?

Based on the samples provided in the RFP, we should be able to process lockbox coupons as shown. The remit to address would change, but the basic format appears to be acceptable.

i. Can you provide daily images of all checks and remittance advices? If so, in what formats [e.g., online, PC bank software, CD-ROM].

Yes. We provide images of all lockbox documents, including checks, remittance documents, and envelopes. You can choose from the following delivery options: online image retrieval, file transmission: Intraday or next day and in a zip file or PDF, and disk (CD-ROM or DVD).

j. For a given day's lockbox activity, at what time of day can you report the total amount that will be credited to the County's account?

You specify the deposit cutoff time you would like and we report daily deposit totals within two hours of this time. We report multiple deposits on the day they occur, within two hours of your specified deposit cutoff time.

k. Describe the bank's procedure for processing payments that do not include standard remittance documentation.

We can tailor our service to accommodate your procedures for processing checks, remittances, and any considered nonstandard remittance documentation. Our standard is to process and image and capture check payments and their remittance documents. In addition, we capture required fields of data from the check and remittance document that you require in your lockbox data transmission. Your assigned implementation consultant will go over all standard lockbox processing rules with you to insure we meet your needs. Wells Fargo will work with you in addressing any nonstandard requirements you might request. Any transactions that do not meet your processing requirements, you can choose to have us reject them and return these items to you. During implementation, we will work with you to determine and document your requirements for check handling.* *Your instructions must be in accordance with all applicable laws and industry standards.

l. Describe the bank's procedure for processing exception items.

Please see our above answer to question k.

In addition, we can offer the County the Lockbox Online Decision (OLD) service, which is an interactive exception processing tool that enables lockbox clients an opportunity to submit additional processing information for payments that would otherwise be returned.

- Allows you to review and repair transactions with missing data prior to the transaction being included in a lockbox deposit cut and eventually in an AR transmission file.
- You can access your lockbox exception queue through the online banking portal to correct transaction details and accept payments, or reject them as unprocessed, on a same day basis.
- All payments where the County takes action prior to the deadline are presented, including transaction-level detail, in your AR file at the close of business.

m. How soon after the cut-off date are monthly bank statements available?

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
Full ARP statement		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
Partial ARP 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	6 days	4 days
Non-month-end cutoff	4 days	4 days
CD-ROM with paid check images	11 days	NA

- n. **We need to retain copies of payments for a total of six [6] years. If you bank cannot retain these records digitally for that length of time we will need a CD/DVD of the payments. The CD-ROM must include images of cancelled checks, deposit tickets and reconciliation information sent for partial reconciliation.**

- **File transmission:** For each batch of work we process, you can download a transmission data file containing images of your lockbox checks and any corresponding documents (such as remittances, invoices, and envelopes). Image files are available within two hours of your deposit cutoff. Through our secure transmission platform, you can download files and view images using our viewing software or your own internal image viewer. During implementation, you'll choose which format you want to use for your files. You can receive them in a zip file (containing images and an ASCII text data file) or in a PDF file (containing both transaction data and images).
- **Disk:** On a regular (monthly, semi-monthly, weekly) basis, we can send you a CD-ROM or DVD of your lockbox check images and any corresponding document images, such as coupons, invoices, and envelopes. You can use either our viewing software or your internal archive and a browser to view images.

As a standard, archived images are available online for seven years. We offer shorter retention periods (90 days or one year) if you don't have a business need to access images for seven years.

- o. **Describe the process of locating a cancelled check on CD-ROMs. What type of indexing capabilities is available to locate checks from prior months?**

Our online banking portal retains lockbox images for seven years. The majority of our customers use imaging. We capture check images during remittance processing. The following information is presented with the image: transaction and batch reference numbers, check and invoice totals, payor name, and all MICR line information. We can also provide additional information that you require to be reported from the check, such as the deposit date.

24. Online functionality

- a. **Describe your online tool and functionality. [Be prepared to demonstrate if selected for the finalist presentation]. Provide pricing for any associated fees or licenses required.**

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. Downloading and viewing options vary by report, but can include BAI V2, CSV, Excel, HTML, and PDF.

Please see Tab H in the Appendix section of this response for additional information about Commercial Electronic Office® (CEO), our online banking portal, and our online treasury information reporting. Please see Tab A in the Appendix of this response for any associated fees.

- b. **The County requires that accounts be viewable on line. Describe the available functionality and reports for services that will be utilized by the county and provide sample reports if applicable. Indicate the available format[s] for statements and reports. . [PDF, BAI2, Excel, Export, etc.]. A partial list could include, but is not limited to, the following:**

Images [paid or returned]

- **Creation & maintenance of wire templates, account transfers**
- **Positive Pay file transmission**
- **ACH file transmission**
- **Lockbox reports and images**
- **Previous day report**
- **Current day report**
- **Wire and ACH reports**
- **Bank statements**
- **Account analysis statement**
- **Exception reports**
- **Returned item reports**
- **Audit reports for users**
- **Downloadable reports**

We can meet the report formats and type of reports requirement. Please see Tab I in the Appendix section of this response for samples of our online treasury information reporting.

- c. **How will the County access the reporting system? If other than Internet based, is specific software required to communicate with the bank's system? Is there an extra charge for this software?**

For customers who use our online reporting service, here's our system requirements.

System requirements*	
Supported operating systems	■ Windows 7 Professional ■ Windows 8.1 Professional ■ Windows 10 Professional ■ Mac OS X El Capitan 10.11 ■ macOS Sierra 10.12
Supported browsers	■ Microsoft Internet Explorer 11 ■ Microsoft Edge ■ Safari (only on Mac) ■ Mozilla Firefox (only on Windows) ■ Google Chrome

System requirements*	
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

*System requirements are subject to change and may vary for our other online applications. For the most current requirements, go to <https://wellsoffice.wellsfargo.com/portal/signon/helpPages/systemRequirements.jsp>.

There are no software requirements.

- d. **Will the reporting system provide beginning and ending ledger [book] balances, collected balances, available balances, and float assignment?**

Yes. Our online treasury information reporting system can provide this information.

- e. **Describe current day reporting functionality and what items are reported [e.g. ACH, wire]. List any exceptions.**

The County can access current day information reporting through our online reporting and Direct BAI file transfer services. Please see Tab J in the Appendix section of this response for detailed information about our current day (intraday) reporting.

- f. **Can individual transactions be automatically coded for entry into the County's accounting system SAP? Currently, we download prior day bank activity for each separate bank account via one file download in the BAI2 format.**

In order to meet the diverse needs of customers like the County, we support several options for file delivery into systems ranging from basic accounting packages to ERPs. We provide the industry standard BAI V2 file format, which we support through our Direct BAI file transfer service and through our online information reporting service. Please see Tab K in the Appendix section of this response for the BAI user guides.

- g. **Can account activity be downloaded by the County? What formats are available?**

Our Treasury Information Reporting service delivers online, customizable domestic and international information reporting for all your account activity. With a single sign-on, you can view, print, and download your balances and transactions — as well as 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. You can download reports as needed into your accounting, treasury workstation, or spreadsheet applications. Download and viewing options include BAI V2, CSV, Excel, HTML, and PDF.

- h. **Are reports static or dynamic? If static, can reports be customized and if so, is there an additional cost? Can reports be scheduled? If so, can they be emailed securely?**

Our Treasury Information Reporting service delivers online, customizable domestic and international information reporting for all your account activity. The County has the option of customizing reports for one-time use and customizing and saving report templates for reuse. You can use the customization options of our online reporting service so that only the data you need appears on the selected report.

When you save templates for future use, they appear on the My Reports page for immediate access every time you sign on. You can create, name, and save up to 100 customized report templates. You can modify the templates at any time. If you do not use a template for a year, Treasury Information Reporting automatically deletes it from the My Reports page.

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 securely by email to numerous recipients, and 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. Please refer to Tab A in the Appendix section of this response for any associated costs.

i. How many business days of balance history are stored on the reporting system for current and previous data reporting and available for customer access?

As a standard, our online information reporting service provides access to seven calendar days of history. For an additional fee, the County can choose extended storage of transaction history for 30, 60, or 90 calendar days for current day reports, and 30, 60, 90, or 120 calendar days for previous day reports. We generate statements according to the cycle you establish and statements are available for up to three cycles.

With our Transaction Search service, you can view records of any deposits, checks, debits, credits, stop payments, ACH originated items, or other items that post to your account. This service is searchable by date range. We maintain online records of posted transactions for seven years. You can view images online or download images of paid and deposited checks in either PDF or RTF formats. We also maintain originated ACH transaction information for up to 180 days or 13 months with our extended storage option.

j. Are electronic images stored on the reporting system? If yes, how long are electronic images stored and available? Does the bank charge for this service [per item viewed / per item charge on all items]?

Yes. Our online banking portal provides access to images for seven years. Please refer to Tab A in the Appendix section of this response for any associated costs.

k. Provide information and costs associated with email notifications or other types of alerts.

Please refer to Tab A in the Appendix section of this response for any associated costs.

l. Will all County accounts be required to be setup with online access? If yes, explain how that access is maintained and associated costs. If no, describe the manual management and issue inquiry process.

We do not require all accounts have online access on a previous day report or intraday report but we do recommend all accounts be set up on our transaction search capability, which is not a monthly maintenance charge, but allows items to be searched and images viewed as well when available.

m. Describe your policy on the delivery of hard copy statements.

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.

25. Account analysis statements

a. Describe your process to verify that the County's contracted fees are charged appropriately each month.

Your relationship team reviews and compares the actual pricing to the contract pricing on a monthly basis to ensure its accuracy.

- b. Provide a sample analysis statement for County's accounts. Is the account analysis statement available online and, if so, when? If not available online, how soon after month-end is the analysis statement mailed? Can AFP Service Codes be included on the analysis statement?**

We are the only financial institution that offers an online interactive analysis statement. With our interactive statement, the County can select individual or multiple items to trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing. Please see Tab L in the Appendix section for a sample analysis statement.

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 include AFP Service Codes on account analysis statements. We use the 2008 version of AFP Service Codes in addition to Wells Fargo's proprietary codes and descriptors for services, balance, and compensation information. For services, we include AFP Service Codes both on paper and on the electronic account analysis; for balances, we include AFP Service Codes only on the electronic account analysis. We are not AFP accredited.

- c. Will the bank pass on FDIC or FICO fees to the County? If so, what is the current fee structure and how is it calculated?**

There is no fee for FDIC insurance. However, we do 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 2019. The monthly rate may change on a quarterly basis. The charge is the monthly rate per \$1,000 of your positive average ledger balance for the month. Your account analysis statement will detail this fee as an individual charge.

The County receives an electronic image of all disbursement checks on a CD-ROM. The County currently has online access to ninety [90] days of previous day activity.

Required services include:

- **Provide automated or online balance reporting services including serial number sorting and subtotaling on disbursement checks.**
- **Provide daily download of DDA activity and balances**
- **Provide retention period of information, images, online reports, etc., archive options and associated costs**
- **Provide account reconciliation services for disbursements and deposits [full, partial or positive pay, depending on account]**
- **Provide monthly activity statements and reports for all accounts by the 10th day of the following month**
- **Provide a detailed monthly analysis statement for each individual account and a consolidated statement showing charges for all account services**
- **Download one file that includes all accounts in a BAI2 format.**

Acknowledged and confirmed that we can meet these requirements.

26. Online access and user administration

a. Describe your financial institutions online portal functionality.

Your treasury management sales consultant would be happy to provide you a demonstration of our online banking portal. In addition, please see Tab H in the Appendix section of this response for additional information about our online banking portal.

b. Describe the process for setting up user entitlements.

Your company administrators can use our online administration service to easily add, disable, and delete users and perform other administrative functions. You can structure authorization controls to meet the County's needs and risk management requirements.

c. Identify administrator responsibilities.

Your company administrator can perform a variety of functions through our online administration service, including:

- Creating, maintaining, and deleting user access including password resets
- Restricting user access to services and accounts and setting transaction dollar limits
- Setting up multiple users with similar access controls at the same time
- Establishing additional controls for specified transactions and functions that require review and approval by a one or more approvers before the request is executed*
- Setting up forced dual controls for all tasks performed through the online administration service*
- Running management reports that show current user entitlements for a rolling 365 days of administration activity history

*We require dual custody for money movement transactions and changes to user access.

d. Provide a brief overview of the process for user administration.

Because online administration is managed entirely by the County, the amount of time it takes to add or delete users is based on your schedule. Most changes to the system are immediate once an administrator has made them, and a second administrator has approved them.* Adding users to a service that requires a token code requires a wait for either the delivery or reassignment of a physical token or for the user to install the mobile token feature onto his or her mobile device. *Dual custody is required for approval of money movement transactions, as well as for any changes to user access.

e. Describe reporting tools.

We offer an online audit report that lists authorization activities performed by your administrators and access assigned to each user. We also internally log and monitor customer events that occur on our online system. The service event logs provide information about your user activities, including login, user profile updates, and transactional activity. The logs identify the user, date and time of event, and other information relevant to the activity performed.

27. Fraud prevention, cybersecurity and the cloud

Treasurers are risk adverse and hesitant to expand outside of physical security. Are any of the proposed solutions cloud-based solutions? If not, address each area below. If there are any cloud-based solutions identify them and respond to each item below.

a. Describe your firm's security experience and certifications.

Since 1852, customers have trusted us to keep their assets and information secure. Today, threats remain ever present and represent harmful and potentially significant financial, regulatory, and reputational risks. In order to protect the bank and our customers, we established our Enterprise Information Security group.

This group is responsible for protecting our systems, networks, and customer data through the design, execution, and oversight of our Information Security Program. The Wells Fargo Board of Directors is routinely informed of the ongoing status of the Program and approves it on an annual basis.

Within the bank, each line of business is responsible for helping to ensure that it adheres to the policies and standards. Each line of business is also required to have a group information security officer who is accountable for overseeing information security for that specific line of business. Enterprise Information Security (and other groups as appropriate) periodically reviews the various program components in comparison to regulatory guidance and to industry best practices (such as ISO 27002). We use these reviews as the basis for ongoing enhancements and improvements.

We require all our team members, contractors, and vendors to comply with information security policy and procedures. Team members and contractors must complete annual information security and ethics training, and applicable regulatory certifications.

b. Describe fraud prevention.

Please see Tab M in the Appendix section of this response for our Cyber Fraud overview.

c. Describe how customer data is protected.

At the enterprise level, our Enterprise Information Security group implements the policies, standards, and procedures of our information security plan that protects data under our control and the control of our subsidiaries.

In order to manage information security risks at the group level, the information security officer for each line of business is responsible for working with management in his or her group to implement and maintain an information security program that complies with corporate policy. We employ measures to help protect both customer and corporate information from unauthorized modification, destruction, or disclosure, and to assure its authenticity, integrity, availability, and confidentiality. For data security reasons, we do not share specific information about our security model or employed security measures.

d. Where is the data hosted? How secure is the hosting center?

For security reasons, we do not disclose the specific locations of our primary or backup data storage sites. We store customer data at geographically dispersed, unmarked, and non-descript data centers that reside in multiple time zones.

e. Describe your banks approach to fraud prevention and cybersecurity.

Please see Tab M in the Appendix section of this response for our Cyber Fraud overview.

f. What is your financial institutions commitment to continued development related to fraud prevention and cybersecurity?

Please see Tab M in the Appendix section of this response for our Cyber Fraud overview.

g. How is the bank keeping up-to-date on the latest cyber threats?

Please see Tab M in the Appendix section of this response for our Cyber Fraud overview.

25. County employee services

a. Briefly describe what types of benefits your bank can offer to County employees including those for new accounts, direct deposit, loans, loan re-payment, etc.

Please see Tab N in the Appendix section of this response for an overview of Wells Fargo At WorkSM banking program.

26. Automation

- a. **Describe how your bank would analyze any automation opportunities and any associated considerations. Include in your response how automation would benefit the County along with the fee structure.**

We propose consulting with you to observe and analyze the workflows and processes in one or more of your financial back office operations. This review can include tasks, such as accounts receivable, accounts payable, reconciliation, or cash positioning. 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.

Service group 2: pay card program

We regret that we are unable to bid on the Paycard solution of this RFP.

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Section 5 – scenarios — proposed solutions

What solution would you propose for the following scenario[s] or situation[s]?

- A. Arrests can occur anytime, as do inmate releases. When an arrestee has cash on them at the time of arrest it is recorded then deposited into an account on their behalf and held for them until release. Remaining funds upon release are the property of the inmate being released and they must have immediate access to their funds. What solution would be used to limit fraud but still allow immediate access to funds?**

The best solution to this scenario is for the County to continue to provide checks made payable to each inmate. This account should also be set up with positive pay and payee validation to manage potential fraud. It is also a good idea to establish a completely separate account for these types of payments; to avoid having to close a larger account, like accounts payable, if there is a significant amount of fraud on the account.

For positive pay to work correctly, the County must submit the issue information to the bank prior to check distribution. We update our teller lines over 50 times a day; however, we suggest you advise the payee to wait at least 30 minutes before attempting to cash their check at a Wells Fargo branch. Also, there are multiple fraud protection solutions for check stock, which should be considered.

We will charge fees for cashing these checks at a Wells Fargo teller line if they are not a Wells Fargo customer. In addition, we will require appropriate documentation from the payee prior to any check being cashed, which includes, but may not be limited to, two specific forms of identification and thumb print verification.

Depending on the County's internal controls and the size of the dollars being returned, you may want to consider having some cash on hand to provide to the inmates for smaller dollar amounts. In this way, the County won't have to worry about check fraud and the inmate has immediate use of his funds without having to pay a check cashing fee.

- B. Undercover officers often need to utilize a payment card while protecting their true identity. What would your solution be in such a case?**

Wells Fargo reloadable or non-reloadable payment cards would not be an option in this scenario. Our payment cards (prepaid cards) may not be used for business purposes. In addition, all cards must be issued in the true (legal) name of the recipient and each recipient of a Wells Fargo prepaid card does require some form of identification and authentication.

We recommend issuing a check to an undercover officer as the best solution. As with all checking and disbursement accounts, they should be set up with positive pay and payee validation to protect the County from fraudulent check cashing. The check must be in the true (legal) name of the officer, as they will be required to show identification to cash the check.

- C. Our courts often need to refund bail monies. In the past this has been accomplished by issuing checks. Providing a refund in these cases can be problematic and expose our accounts to fraud attempts. Please describe your best solution and experience with other clients with similar needs.**

We offer several options for these type of refunds.

One option is check writing with positive pay and payee validation as described in Scenario A. The check cashing requirements are the same as described above.

The County could consider utilizing the ACH network for transactions initiated through a direct or an online transmission.

Wire transfers is another option for these types of payments, even though they are a more expensive payment option.

The benefit with ACH and wire transfer is that the County's account number is not being disclosed.

- D. A check is issued to an undercover officer for a 'buy', therefore must be cashed. In order to cash the check, it is made out to the officer. Because of the nature of undercover work, the officer's appearance may not invoke confidence about such a transaction from the teller's perspective. We don't want to keep large amounts of cash on hand and need to protect the confidentiality of our officer. What solution would you suggest?**

These kind of checks (as with all check disbursement accounts) should be part of a positive pay and payee validation process.

The County must submit the issue information to the bank prior to check distribution. We do suggest that you tell the payee/officer to wait at least 30 minutes before attempting to cash the check at a Wells Fargo branch.

Depending on how often this needs to happen and the locations where this might be occurring, we would be willing to work with the County and the local branches to make the process as seamless as possible for the undercover officers.

In conclusion

Wells Fargo is continually developing new technologies designed to speed up the payment process and reduce the need for issuing paper checks. We welcome the opportunity to sit down with the County and walk through all of the above scenarios to discuss how some of these future payment offerings can benefit the County. Some of these examples might be:

- Payment Manager® with business-to-person (B2P) payments
- Push to Card
- Real-time payments

Section 6 — additional information requested

A. Qualifications and experience

- 1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies, number of employees and branch locations within the U.S.**

Our commitment to outstanding service goes back to 1852, when Henry Wells and William G. Fargo founded Wells Fargo & Company. They opened their first banking and express office in the gold rush port of San Francisco.

By 1910, our network of customer service expanded to more than 6,000 communities, large and small. Our agents offered financial services such as money orders, traveler's checks, and transfer of funds by telegraph. By 1918, Wells Fargo was an important part of the business community in locations across the country, and around the globe. By 1998, we had expanded from a single location in San Francisco to its historic territory throughout the West, and then extended across the Midwest and into the East. Our merger with Wachovia increased our presence in the East. Through Wachovia, the Wells Fargo legacy now traces back to 1781 and the Bank of North America, the first bank chartered in the United States. Wachovia brought to Wells Fargo the Bank of North America's first branch, opened in 1782, which is now the longest continuously operated branch in America.

On December 31, 2008, Wells Fargo & Company (NYSE:WFC), the parent company of Wells Fargo Bank, N.A., completed its merger with Wachovia Corporation. On March 20, 2010, we combined our three bank charters into one: Wachovia Bank, N.A. and Wachovia Bank of Delaware, N.A. merged into Wells Fargo Bank, N.A.

Wells Fargo has more than 273,000 team members, 12,350 of which are part time; we have more than 37,160 contract employees.* *As of September 2017.

- 2. Confirm that the bank has at least one deposit-taking branch in Washoe County. Include the address or addresses of the office location[s].**

Yes. Please refer to Tab O in the Appendix section of this response for the proximity report that shows all branch locations.

- 3. Does your bank plan to close or add to the number of branches and employees in the next five [5] years? Explain how those changes would impact your bank's ability to provide service to the County.**

To the best knowledge of the Wells Fargo representatives preparing this response, we are not aware of any plans to close or add the number of branches in the next five years that would have an adverse material impact on our ability to provide the services requested.

- 4. Describe the experience of the financial institution in providing similar services for other governmental agencies.**

We align sales, specialized banking teams, investment banking professionals, and tax-exempt fixed-income trading and distribution capabilities in our GIB group.

Our GIB teams work with approximately 4,000 customers across our footprint of 39 states and the District of Columbia.

We segment our customers within our GIB group, in order to help ensure they get the specialized attention they require. The segments are as follows: government banking, education and nonprofit banking, and healthcare financial services. We have more than 300 government and institutional team members including banking, sales, trading, analyst, and derivatives professionals.

A dedicated relationship manager, Pat Foley, will oversee your relationship. Relationship managers are tenured local professionals with the advantage of enhanced support from our national practice. We center our business on the needs of our customers. We take pride in approaching each relationship individually and, as one team, leveraging our resources to create the most value for our customers.

5. Provide a list of other government clients in our region.

Our government clients in your region include: State of Nevada, Washoe County School District, and Humboldt County.

6. Provide ratings for the bank and/or bank holding company from at least two of the following agencies:

a. Standard & Poor's, Moody's and Fitch are considered the big three [3] rating agencies. If your bank is not rated by two of these rating organizations, provide other evidence of the institution's credit quality.

We have among the highest debt ratings of any financial services company. Our current ratings are provided in the following table.*

Wells Fargo & Company	Fitch	Moody's	Standard & Poor's	DBRS
Long-term Issuer Rating	A+	A2	A-	AA (low)
Short-term Issuer Rating	F1	P-1	A-2	R-1 (middle)
Senior Unsecured	A+	A2	A-	AA (low)
Subordinated	A	A3	BBB+	A (high)
Preferred Stock	BBB-	Baa2	BBB-	A (low)
Wells Fargo Bank, N.A.	Fitch	Moody's	Standard & Poor's	DBRS
Long-term Issuer Rating	AA-	Aa2	A+	AA
Short-term Issuer Rating	F1+	P-1	A-1	R-1 (high)
Bank Deposits	AA	Aa1	A+	AA
Senior Unsecured	AA-	Aa2	A+	AA
Subordinated	A	Aa3	A-	AA (low)

*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.

7. Include a copy of the most recent audited annual financial statement and the latest 10-K report with the proposal.

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.

- 8. To be considered for this RFP your bank must have a current “Satisfactory” or above CRA rating. Please provide documentation to support your banks rating.**

Please refer to Tab P of the Appendix section of this response for our current Community Reinvestment Act (CRA) performance evaluation for the State of Nevada where our rating is outstanding. In addition, please refer to Tab Q for the Wells Fargo 2016 Community Snapshot for Washoe County, Nevada.

- 9. Include a statement verifying your status as a public funds depositor pursuant to Nevada Revised Statutes [NRS] 356 and your ability to collateralize all County deposits.**

Nevada Public entities in Nevada may participate in the Nevada Pooled Collateral Program administered by the State Treasurer’s office. Wells Fargo will continue to utilize the Pooled Program to collateralize Washoe County’s balances in excess of the FDIC Insurance level as prescribed in NRS 356.133.

- 10. Provide the name, title and business contact information of the primary contact person[s] assigned to this account.**

Your primary contact will be your relationship manager, Pat Foley, from our GIB group. Pat’s contact information: 702-247-5613 (office), 702-755-1071 (mobile), and email at patrick.foley@wellsfargo.com

- 11. Provide biographical and experience information, including years of experience in the field and the number of years with your firm for the individuals who will be directly involved in the management of the County’s account.**

Please see Tab R of the Appendix section of this response for bios of your proposed relationship team.

- 12. Describe the proposed role of each with regard to the County’s account. [Name the team member who will be responsible for each proposed Service Group]**

Please see Tab R of the Appendix section of this response for bios of your proposed relationship team.

- 13. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the County? Describe how contacts are tracked and interactions reported on.**

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 County, we’ll learn more about your day-to-day operations. *Recipient of gold Stevie Awards for Customer Service Department of the Year and Customer Service Leader of the Year in 2016.

- **Continuity of service:** When your dedicated client service officer is unavailable, a trained backup service officer with knowledge of the County’s needs is readily available.
- **Responsibilities:** Your dedicated client service officer assists you until your issues are resolved. He or she takes ownership of your inquiry to navigate through any needed solutions, and assists with any simple or complex issues you encounter.

- 14. Describe the responsibilities of the customer service personnel, including the chain of command for escalation and problem resolutions.**

Client service officers can engage the team lead, division manager, line-of-business leader, or national client service manager for assistance with customer issues. They can also engage technical services and key product and operational partners on your behalf. 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.

15. Is local customer service support available at the bank's local branches?

Wells Fargo will provide full client service support through the GIB Team located in Nevada with Patrick Foley as your relationship manager and Madie Mendoza as relationship associate. We will also assign Cindy Truong, as your dedicated client service officer for additional support through email or phone. Wells Fargo also provided full Treasury Management support from your treasury management consultant, Mark Haggen and treasury management sales associate, Aldenn Cana.

16. If an error is discovered by the County, how would you propose to resolving it [i.e. who should the County contact first, etc.]?

Please contact your dedicated client service officer, Cindy Truong, who will work to resolve any issue. She will engage other team members, as needed.

B. References**1. Provide your financial institutions mission statement.**

- **Our vision:** We want to satisfy our customers' financial needs and help them succeed financially.
- **Our values:** Our five primary values are based on our vision, and provide the foundation for everything we do: people as a competitive advantage, ethics, what's right for our customers, diversity and inclusion, and leadership

2. Provide at least three public agency references, including client name, contact person, address, phone number, services provided, and the length of time your bank has worked for the entity.

- a. If the bank is proposing to more than one Service Group, please include at least two [2] references for each Service Group.**

*Reference information is confidential.

3. How many public-sector clients does your bank currently have in Nevada?

We have approximately 116 public-sector customers in the State of Nevada.

4. How many public-sector clients in Nevada have terminated services in the last three [3] years?

Two public-sector customers have terminated services in the last three years.

C. Control and business continuity

1. Describe the bank's security procedures for its information reporting system, both for access and information protection.

The Treasurer's Office has been identified at a Gold Level for technology standup in an emergency, second only to Public Health and Safety.

a. Describe the system used to provide the proposed services along with backup and recovery capabilities.

Please Tab S in the Appendix section of this response for our Business Continuity Planning overview.

b. Describe how your bank can best provide support for the continuity of treasury functions in the case of an emergency.

Please Tab S in the Appendix section of this response for our Business Continuity Planning overview.

c. Describe your banks disaster recovery plan[s] and priorities.

Due to the interdependency of applications at Wells Fargo, our company-wide philosophy is that all applications, whether supporting critical, important, or deferrable business functions, must be recoverable. The recovery solution for the *Commercial Electronic Office (CEO)* online banking portal is geographical redundancy, in which we have created a duplicate environment in a separate location. The alternate site is used for high availability, deploying code enhancements, and disaster preparedness simulations, and is, therefore, actively monitored. This solution prevents us from using outside vendors to "fail over" to the recovery site. The recovery of the online banking portal service infrastructure has a zero- to two-hour window.

2. Describe the types of insurance and bonding carried.

The Wells Fargo & Company Corporate Insurance programs include, but are not limited to, Professional Liability insurance (also known as Errors and Omissions policy), Financial Institutions Bond coverage, which includes Fidelity (also known as Employee Dishonesty) coverage, and Commercial, General Liability, and Automobile Liability insurance. Please see the attached Evidence of Insurance documents in the Tab T of the Appendix section of this response.

3. **Include a copy of the bank's most recent reports issued in accordance with the Statement of Auditing Standards-70 [SAS70] for any processes or systems relevant to the services under this RFP.**

Upon award of business, or the signing of an NDA, Wells Fargo can provide an SOC1 Type II report. Wells Fargo Treasury Management does contract for an annual SSAE 16 examination. Results are issued in an SOC 1 report.

4. **Provide a copy of the bank's current disaster recovery/business continuity plan and how that plan provides for the interrupted delivery of financial information and support to the County.**

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 and 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 company-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, seven days a week when responding to an incident.
- **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.
- **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, operational, and use redundant systems to help provide a smooth transition from the primary to the alternate site.

5. **Describe the redundancy measures in place to protect the County's bank information in case of system failure. In case of system failure, how long can we anticipate banking information being unavailable? Provide a list of the number and length of time outages have occurred in the past two [2] years and the reasons for the outage[s].**

Each of our processing centers has a designated hot backup processing site capable of processing at 100% capacity. While we don't disclose the locations of our backup processing sites, we've strategically dispersed them to minimize potential disruption within a geographic region. For this reason, our sites are at least 1,600 miles apart.

6. **Describe how the bank could assist the county in the event of an emergency. [Other services such as outsourcing payroll processing, mobile banking, funds transfers, etc.]**

We'll remain available and responsive to the County to help ensure that business continuity strategies and communications remain active before, during, and after a specific emergency. Please see our above answer to question 4 with additional detail.

D. New services and ideas

1. **Describe any new services or ideas that will enhance the County's utilization of banking services described in both Service Groups and the associated fee schedule.**

Please see Tab U in the Appendix section of this response for new solution recommendation for the County.

2. **Provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.**

Please see Tab U in the Appendix section of this response for new solution recommendation for the County.

3. **Describe how your bank plans for and makes investment in technology and security.**

Many variables contribute to our investment in product research and development. These variables, and our investment, change year-over-year. While we don't share the information requested, we will continually invest in research and development to help ensure the County has access to high-quality treasury management products and services that meet your business needs. Should you choose us as a finalist, your treasury management consultant would be happy to continue this discussion with you.

E. Implementation and conversion

1. **Describe the bank's commitment to serve as a partner with the County.**

Our experienced team will meet with the County. Together, we'll discuss the process, set expectations, and document any potential issues that the team may encounter during the transition. In addition, we'll conduct follow-up meetings as necessary. We'll assign a dedicated implementation consultant to the County and coordinate an implementation kickoff meeting. He or she will act as your single point of contact throughout the implementation, and help determine timelines and responsibilities. This regular communication will help develop the partnership that's required to achieve a smooth transition to your new banking or treasury management solutions.

2. **Provide the bank's approach to analyzing/assessing needs, gathering information and implementing solutions.**

We follow the guidelines set forth by the Project Management Institute in our approach to complex implementations. We complete projects using a phased approach.

The key steps are: discovery and initiation, planning, customized plan development, execution, testing, training, monitoring, and ongoing support.

3. Provide a conversion plan for transitioning each of the proposed service groups to your financial institution.

Please see our above answer to question 1.

4. Provide a sample implementation project plan with timeline in weekly increments with major implementation milestones. Describe the conversion team and responsibilities of each member. Outline the responsibilities of the county, transition costs, etc.

Your implementation consultant will partner with your staff to develop the schedule and document the process we will follow. The following is a sample timeline for our product implementation. While the sample timeline shows many crucial tasks, it is not comprehensive. After we meet with you to discuss your needs, we'll customize the timeline.

The implementation lead time represents the length of time it takes to make the service available to the County once:

- Your relationship team completes all required know your customer due diligence processes*
- Your implementation consultant gathers all necessary information to implement your services from you and our internal sources
- The County completes the Acceptance of Service agreement and returns it to Wells Fargo

*Due diligence processes can take up to 30 days to complete.

Please see Tab V in the Appendix section of this response for sample timelines.

5. Who will be responsible for coordinating the transition for each of the proposed services?

Please see our above answer to question 1.

6. Indicate the bank's plans for educating and training County employees in the use of your bank's systems. Would the bank be willing to send a bank employee or other representative to the county for hands on in person training? If so, provide cost[s] and describe the frequency in person training could be provided.

We provide several complimentary virtual training options so, on-site training is usually not necessary. However, for some of our more complex services, we are able to provide in-person training, should you require it. At the beginning of the implementation process, your implementation consultant will work with you to create a training plan. Options include: online learning resources, instructor-led webinars, recorded modules, self-paced learning tools, training with your implementation consultant.

7. Describe how the bank proposes to handle day-to-day problem resolution during the transition period including customer service contacts for associated banking services.

The County will be supported by a proven team. This team starts with your primary contact, your relationship manager Pat Foley. In addition, you will have the services of a dedicated client service officer who will support the County with any day-to-day issues. Lastly, we'll provide a client project manager to work with the County, and manage the implementation. He or she will be your primary contact for implementation throughout the process.

F. Sample contract

1. **The initial term of the contract is three [3] years plus three [3] two-year renewals. Is the bank willing to guarantee the proposed fees for the entire term of the contract [up to nine [9] years]?**

Wells Fargo will hold the current pricing that is matched to the State of Nevada pricing. Wells Fargo has the ability to initiate an increase of the unit cost to the State effective April 1, 2019 by either the cost of living or 2% whichever is the lower number. Wells Fargo would propose the same pricing scenario for the County, which would only be done after clear and documented communication and agreement of all parties.

2. **Provide a sample of the proposed contract for your bank's services. Include samples of all other relevant documents that will need to be signed/entered into related to the provision of the services requested in this RFP. Should your bank be the successful bidder, we must send all documents for legal review. To include but not limited to:**

- Wire transfer and ACH agreements and forms
- Positive pay agreements and forms
- Signature cards
- System authorization forms / system security policy
- Lockbox services instructions
- New account forms

Please refer to Tab X in the Appendix section of this response for all relevant account agreements and service descriptions.

3. **A list of services currently used with volume levels is provided in EXHIBIT D. Fees related to all services described in the proposal must be listed – even if the service is not shown on the schedule. Also, include any one-time or set-up charges, monthly charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered based on volume, timeliness of payment, rebates or other measures.**

Provide a complete fee schedule for all services described in your financial institution's proposal using Association of Finance Professionals [AFP] Service Codes in Excel format titled "Washoe RFP 3051-18 – [Your Bank Here] – Banking Services Cost Proposal.

Please refer to Tab A in the Appendix section of this response for our cost proposal.

4. **Describe how any service[s] not expressly named in the fee schedule will be charged going forward. [E.g. new functionality that was not available at the time of this RFP or replaced service labels on products delivered].**

We review pricing for treasury management services annually. If we do implement a price change, we will provide you with written notice 30 days before the change is scheduled to go into effect. Wells Fargo will take a consultative approach working with the County and will propose solutions based on needs identified by the County where a bank product or solution will assist you in your ongoing process. Any costs associated with those solutions would be provided after discussion and a full understanding of the expected volume and frequency. If the product is already provided under the State of Nevada contract, those price points would apply. Any new product or solution not covered by the current State contract would be presented to the County for approval.

5. Is the preferred method to pay fees invoiced or debited directly from the County's accounts?

The County can pay your fees through direct debit, ACH, or by check each month.

6. If the County chooses to use compensating balances, are there any restrictions for charges that could not be paid in this way?

We can apply all charges for treasury management services against your account analysis. We do not apply third-party charges, such as armored carrier, courier services, banking supplies, and merchant bankcard service fees to your account analysis.

7. Would you consider an alternative fee arrangement [i.e. flat monthly fee, minimum account balance, etc.]?

The payment of fees will be coordinated and arranged based on the needs of the County and the requirements of Wells Fargo.

8. Include any costs your financial institution charges related to armored car services. Remember to include any agreement related to armored carrier services.

As discussed earlier, the County should contract directly with, and pay fees directly to, an armored carrier of your choosing. We will assist you in identifying local carrier companies.

G. Relationship management

Describe your banks philosophy and practice to maintaining and developing your understanding of your clients business needs.

We put our customers at the center of every decision we make. We keep these key points in mind, as we enhance our services: focus on the customer, stay current with technology, keep things simple, make them easy to implement, and help customers keep pace globally.

Through ongoing conversations, we hear what customers want from their treasury services — and how they want to use and access them. Advisory councils and ethnographic research help us gather feedback that shapes our existing and future products.

Many organizations have growing global needs. To keep pace with our customers' international business, we work to help ensure that our products and services support their international customers or vendors, or in-country operations.

H. Termination

Describe what happens to County data should our banking relationship end.

Our records management policy requires us to retain records in a consistent, systematic, and reliable manner so that we can promptly retrieve them when required for legal, regulatory, or operational reasons. We assign each record a record class code that defines its retention period. Once a record reaches its end-of-life, we securely destroy it in a manner that satisfies our policies.

Appendix

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AFP Code	Service Code Description	Frequency	Definition	July 2017	UNIT COST	Service Charge	August 2017	UNIT COST
DEP INSURANCE - BANK ASSESSMENT								
0000230	BANK ASSESSMENT *1			1	\$ 2,650.99000	\$ 2,650.99	1	\$3,601.49
DEPOSITORY SERVICES								
010000	ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN	17	\$ 8.00000	\$ 136.00	\$ 17.00	
100000	BANKING CENTER DEPOSIT	PER DEPOSIT	THE FEE FOR PRESENTING A DEPOSIT TO A TELLER IN A BANKING CENTER FOR	331	\$ 0.30000	\$ 99.30	\$ 296.00	
100007	QBD/NIGHT DROP DEPOSIT	PER DEPOSIT	THE FEE FOR GIVING CONDITIONAL CREDIT FOR A DEPOSIT DELIVERED TO A	10	\$ -	\$ -	\$ 9.00	
100100	VAULT DEPOSIT	PER DEPOSIT	PER DEPOSIT FEE FOR PROCESSING A DEPOSIT DELIVERED TO A CASH VAULT.	329	\$ 0.20000	\$ 65.80	\$ 350.00	
100200	CHECK DEPOSIT-PAPER *2	PER ITEM	THE FEE FOR DEPOSITING A PAPER CHECK		\$ 0.02500	\$ -		
010100	DEBITS POSTED-OTHER	PER ITEM	FEE TO POST PAPER DEBIT TRANSACTIONS WITH THE EXCEPTION OF CHECKS	2	\$ 0.03500	\$ 0.07	\$ 3.00	
100502	DEPOSIT CORRECTION-NON-CASH	PER CORRECTION	CHARGE FOR PROCESSING A DEBIT OR CREDIT ADJUSTMENT TO AN ACCOUNT	4	\$ -	\$ -	\$ 2.00	
150102	GENERAL CHECKS PAID TRUNCATED	PER ITEM	PER ITEM FEE FOR GENERAL CHECKS PAID TRUNCATED.	3,554	\$ 0.02000	\$ 71.08	\$ 3,240.00	
010310	PAPER DEPOSIT STATEMENT MAILED	PER ITEM	CHARGE FOR PAPER STATEMENT WHEN RECEIVING ELECTRONIC.	7	\$ -	\$ -	\$ 7.00	
100499	RETURNS-E-MAIL IMAGES	PER ITEM	PER ITEM FOR EACH RETURN SENT TO CLIENT VIA EMAIL.	12	\$ 3.50000	\$ 42.00	\$ 30.00	
100400	RETURNS-CHARGEBACK	PER ITEM	PER ITEM CHARGE FOR A DEPOSITED CHECK WHICH IS RETURNED BY THE PAYER	12	\$ 1.50000	\$ 18.00	\$ 30.00	
100402	RETURNS-RELEAR	PER ITEM	THE CHARGE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE	12	\$ 0.60000	\$ 7.20	\$ 11.00	
100402	RETURNS-RELEAR SERVICES	PER MONTH	THE MONTHLY FEE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY	1	N/A		\$ 1.00	
100401	RET ITEM OTHER SPECIAL INST	PER MONTH	MONTHLY MAINTENANCE FEE FOR CLIENTS USING OTHER SPECIAL	1	\$ 7.50000	\$ 7.50	\$ 1.00	
100430	RETURNS-MAKER REQUIRED	PER ITEM	FEE OCCURS WHEN NAME OF THE WRITER OF THE CHECK IS INCLUDED ON THE		\$ 0.12000	\$ -	\$ 4.00	
10021Z	CKS DEP PRE-ENCODED ITEMS	PER ITEM	TRANSACTIONAL CHARGE FOR PROCESSING PRE-ENCODED CHECKS.	70	\$ 0.02500	\$ 1.75	\$ 336.00	
10022Z	CKS DEP UN-ENCODED ITEMS	PER ITEM	TRANSACTIONAL CHARGE FOR PROCESSING UNENCODED CHECKS.	2,831	\$ 0.02500	\$ 70.78	\$ 3,349.00	
100310	CKS DEPOSITED FOREIGN ITEMS	PER ITEM	DEPOSIT ITEMS DRAWN ON A FOREIGN BANK CHARGED PER ITEM.		\$ 5.00000	\$ -	\$ 6.00	
150410	STOP PAY AUTOMATED<=12 MONTHS	PER STOP PLACED OR RE-ISSUED	STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO		\$ 4.00000	\$ -		
150410	STOP PAY AUTOMATED> 12 MTHS	PER STOP PLACED OR RE-ISSUED	STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO	5	\$ 4.00000	\$ 20.00		
000202	LEDGER OVERDRAFT PER Day *3	PER DAY	A CHARGE FOR EACH DAY AN ACCOUNT IS IN THE OVERDRAFT POSITION.			\$ -		
010100	DEBITS POSTED ELECTRONIC	PER ITEM	PER ITEM FEE, CHARGED BY THE DDA SYSTEM, FOR POSTING AN ELECTRONIC	82	\$ 0.03500	\$ 2.87	\$ 92.00	
010101	CREDITS POSTED-OTHER	PER ITEM	CHARGE ASSOCIATED WITH THE POSTING OF NON-ELECTRONIC CREDITS TO A		\$ 0.30000	\$ -		
010101	CREDITS POSTED ELECTRONIC	PER ITEM	PER ITEM FEE FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.	1,278	\$ 0.02500	\$ 31.95	\$ 1,516.00	
010310	DEPOSIT ACCOUNT STATEMENTS	PER STATEMENT (OVER 1 PER MO	THE PER STATEMENT CHARGE FOR ANY SCHEDULED STATEMENT MORE THAN	10	\$ 10.00000	\$ 100.00	\$ 10.00	
150102	GEN DISB CKS PD IMAGE	PER CHECK	THE GENERAL DISBURSEMENT PER ITEM CHECKS PAID CHARGE FOR RECEIVING	19	\$ 0.04000	\$ 0.76	\$ 28.00	
150420	STOP PAY MANUAL	PER STOP	CHARGE FOR ISSUING AN ORDER BY TELEPHONE, FAX, OR OTHER MANUAL		\$ 12.00000	\$ -		
100200	CHECK DEPOSIT-ICL or RDSO	PER DEPOSIT	RECEIPT OF A TRANSMISSION WHICH CONTAINS A DEPOSIT OF AN IMAGE CASH	329	N/A		\$ 377.00	
100229	IMAGE DEPOSITED ITEMS-ICL *4	PER ITEM	BUNDLED PRICING FOR ITEMS CLEARED VIA IMAGE EXCHANGE.	21,410	\$ 0.02500	\$ 535.25	\$ 41,939.00	
100209	TRANSMISSION MAINTENANCE	PER MONTH	FLAT MONTHLY MAINTENANCE CHARGE FOR MAINTAINING CLIENTS DATA ON	1	N/A		\$ 1.00	
350120	ONLINE ACCOUNT TRANSFER	PER TRANSACTION	CHARGE TO INITIATE A TRANSFER BETWEEN TWO BANK OF AMERICA ACCOUNTS	25	\$ 1.00000	\$ 25.00	\$ 29.00	
010600	GCS-STOP PAYMENT	PER ITEM	A SURCHARGE CHARGE PER ITEM FOR PLACING A STOP PAYMENT THROUGH		\$ 12.00000	\$ -		
LOCKBOX SERVICES						\$ -		
05011A	WLBX PAPER CHECK PRINT				\$ 0.10000	\$ -		
050400	WLBX ONLINE REC MAINTENANCE	PER MONTH PER LOCKBOX	PER MONTH MAINTENANCE FEE TO ACCESS LOCKBOX IMAGES AND DETAIL	1	\$ 25.00000	\$ 25.00	\$ 1.00	
050300	WLBX DEPOSIT PREP PER DEPOSIT	PER DEPOSIT	PER DEPOSIT FEE TO ASSEMBLE CHECKS RECEIVED IN A CLIENT'S LOCKBOX.	13	\$ 1.00000	\$ 13.00	\$ 50.00	
05011P	WLBX WALK-IN COURIER PKG ITEM	PER ITEM	PER ITEM FEE FOR EACH ITEM WITHIN A PACKAGE/ENVELOPE DELIVERED TO	56	\$ 10.00000	\$ 560.00	\$ 9.00	
050413	WLBX COURIER DELIVERY OF PKG	AMOUNT	PER AMOUNT FEE (BASED ON WEIGHT, PACKAGE SIZE, FROM/TO ZIP CODES) TO	1	Pass Through		\$ 1.00	
050410	WLBX USPS 1ST CLASS MAIL SHIP	AMOUNT BASED	AMOUNT BASED FEE FOR SHIPPING COSTS ASSOCIATED WITH MAILING		Pass Through		\$ 1.00	
05013F	WLBX SPECIAL BATCH SIZE	PER ITEM	PER ITEM FEE TO BUNDLE AND PROCESS ITEMS IN A NON-STANDARD BATCH		\$ 0.85000	\$ -	\$ 239.00	
050530	WLBX CORRESPONDENCE	PER ENVELOPE	PER ENVELOPE FEE TO HANDLE REMITTANCES CONTAINING ONLY	3	\$ 0.15000	\$ 0.45	\$ 7.00	
050401	WLBX DATA TRAN MAINT PER BOX	PER LOCKBOX PER MONTH	MONTHLY PER-BOX FEE TO GENERATE A DATA TRANSMISSION OF LOCKBOX	1	\$ 75.00000	\$ 75.00	\$ 1.00	
050121	WLBX DATA TRANS PER ITEM	PER CHECK	PER CHECK FEE TO TRANSMIT CAPTURED DATA FROM CHECKS, ENVELOPES, AND		\$ -	\$ -	\$ 239.00	
050126	WLBX DATA CAPTURE	PER CHARACTER	PER CHARACTER FEE TO CAPTURE DATA FROM THE CHECKS AND/OR	2,896	\$ 0.00600	\$ 17.38	\$ 5,498.00	
05011L	WLBX DOCUMENT RETURN PKG PREP			1	\$ 45.00000	\$ 45.00	\$ 1.00	
05011P	WLBX CHECK DATE REVIEW	PER ITEM	PER ITEM FEE TO REVIEW AND REJECT A CHECK FOR POST-DATED OR STALE	69	\$ 0.15000	\$ 10.35	\$ 333.00	
050100	WLBX LOCKBOX PROC PER ITEM	PER ITEM	PER ITEM FEE TO PROCESS A CHECK IN A WHOLESALE LOCKBOX.	69	\$ 0.22000	\$ 15.18	\$ 94.00	
05011A	WLBX IMAGE CHECK PRINT				\$ 0.10000	\$ -		
05011F	WLBX DOCUMENTS RETURNED				\$ 0.06000	\$ -		
050112	WLBX SCANNABLE SORT PER ITEM	PER ITEM	PER ITEM FEE TO SORT ALL SCANNABLE AND WHOLESALE REMITTANCES	69	\$ 0.20000	\$ 13.80	\$ 333.00	
050112	WLBX SCANNABLE SORT MAINT	PER MONTH	PER MONTH BASE FEE FOR A SCANNABLE LOCKBOX TO SEPARATE WORK BY	1	\$ 0.20000	\$ 0.20	\$ 1.00	

AFP Code	Service Charge	September 2017	UNIT COST	Service Charge	October 2017	UNIT COST	Service Charge	Nov 2017	UNIT COST	Service Charge	Dec 2017	UNIT COST	Service Charge	Jan 2018	UNIT COST	Service Charge	Feb 2018	UNIT COST
DEP INSURANCE																		
0000230	\$ 3,601.49	\$ 1.00	\$3,393.73	\$ 3,393.73	1	\$2,985.94	\$ 2,985.94	1	\$3,001.09	\$ 3,001.09	1	\$3,297.29	\$ 3,297.29	1	\$ -	\$ -	1	\$ -
DEPOSITOR																		
010000	\$ -	\$ 17.00		\$ -	\$ 17.00		\$ -	\$ 17.00		\$ -	\$ 17.00		\$ -			\$ -		
100000	\$ -	\$ 223.00		\$ -	\$ 222.00		\$ -	\$ 180.00		\$ -	\$ 180.00		\$ -			\$ -		
100007	\$ -			\$ -	\$ 5.00		\$ -	\$ 8.00		\$ -	\$ 15.00		\$ -			\$ -		
100100	\$ -	\$ 324.00		\$ -	\$ 321.00		\$ -	\$ 316.00		\$ -	\$ 289.00		\$ -			\$ -		
100200	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
010100	\$ -	\$ 2.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
100502	\$ -			\$ -			\$ -	\$ 1.00		\$ -	\$ 2.00		\$ -			\$ -		
150102	\$ -	\$ 2,789.00		\$ -	\$ 3,266.00		\$ -	\$ 3,131.00		\$ -	\$ 2,412.00		\$ -			\$ -		
010310	\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -			\$ -		
100499	\$ -	\$ 13.00		\$ -	\$ 16.00		\$ -	\$ 13.00		\$ -	\$ 20.00		\$ -			\$ -		
100400	\$ -	\$ 14.00		\$ -	\$ 16.00		\$ -	\$ 13.00		\$ -	\$ 20.00		\$ -			\$ -		
100402	\$ -	\$ 12.00		\$ -	\$ 15.00		\$ -	\$ 10.00		\$ -	\$ 15.00		\$ -			\$ -		
100402	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
100401	\$ -	\$ 1.00		\$ -			\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
100430	\$ -			\$ -	\$ 1.00		\$ -			\$ -	\$ 2.00		\$ -			\$ -		
10021Z	\$ -	\$ 74.00		\$ -	\$ 19.00		\$ -	\$ 21.00		\$ -	\$ 15.00		\$ -			\$ -		
10022Z	\$ -	\$ 2,617.00		\$ -	\$ 2,505.00		\$ -	\$ 2,466.00		\$ -	\$ 2,690.00		\$ -			\$ -		
100310	\$ -			\$ -			\$ -	\$ 2.00		\$ -	\$ -		\$ -			\$ -		
150410	\$ -	\$ 3.00		\$ -	\$ 11.00		\$ -	\$ 24.00		\$ -	\$ 1.00		\$ -			\$ -		
150410	\$ -			\$ -			\$ -	\$ 5.00		\$ -	\$ 6.00		\$ -			\$ -		
000202	\$ -			\$ -			\$ -			\$ -	\$ 1.00		\$ -			\$ -		
010100	\$ -	\$ 81.00		\$ -	\$ 87.00		\$ -	\$ 88.00		\$ -	\$ 85.00		\$ -			\$ -		
010101	\$ -	\$ 1,417.00		\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
010101	\$ -			\$ -	\$ 1,305.00		\$ -	\$ 1,330.00		\$ -	\$ 1,411.00		\$ -			\$ -		
010310	\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -			\$ -		
150102	\$ -	\$ 34.00		\$ -	\$ 39.00		\$ -	\$ 33.00		\$ -	\$ 36.00		\$ -			\$ -		
150420	\$ -	\$ 6.00		\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
100200	\$ -	\$ 356.00		\$ -	\$ 371.00		\$ -	\$ 342.00		\$ -	\$ 357.00		\$ -			\$ -		
100229	\$ -	\$22,159.00		\$ -	\$ 22,674.00		\$ -	\$14,071.00		\$ -	\$23,355.00		\$ -			\$ -		
100209	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
350120	\$ -	\$ 25.00		\$ -	\$ 27.00		\$ -	\$ 27.00		\$ -	\$ 25.00		\$ -			\$ -		
010600	\$ -	\$ 6.00		\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
LOCKBOX SERVICE																		
05011A	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050400	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
050300	\$ -	\$ 19.00		\$ -	\$ 11.00		\$ -	\$ 13.00		\$ -	\$ 9.00		\$ -			\$ -		
05011P	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050413	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
050410	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -	\$ -		\$ -			\$ -		
05013F	\$ -	\$ 48.00		\$ -	\$ 8.00		\$ -	\$ 9.00		\$ -	\$ 6.00		\$ -			\$ -		
050530	\$ -	\$ 2.00		\$ -	\$ 24.00		\$ -	\$ 31.00		\$ -	\$ 18.00		\$ -			\$ -		
050401	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
050121	\$ -	\$ 48.00		\$ -	\$ 8.00		\$ -	\$ 9.00		\$ -	\$ 6.00		\$ -			\$ -		
050126	\$ -	\$ 1,258.00		\$ -	\$ 465.00		\$ -	\$ 629.00		\$ -	\$ 371.00		\$ -			\$ -		
05011L	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
05011P	\$ -	\$ 72.00		\$ -	\$ 17.00		\$ -	\$ 19.00		\$ -	\$ 13.00		\$ -			\$ -		
050100	\$ -	\$ 24.00		\$ -	\$ 9.00		\$ -	\$ 10.00		\$ -	\$ 7.00		\$ -			\$ -		
05011A	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
05011F	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050112	\$ -	\$ 72.00		\$ -	\$ 17.00		\$ -	\$ 19.00		\$ -	\$ 13.00		\$ -			\$ -		
050112	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		

AFP Code	Service Charge	Mar 2018	UNIT COST	Service Charge	Apr 2018	UNIT COST	Service Charge	May 2018	UNIT COST	Service Charge	June 2018	UNIT COST	Service Charge	QUANTITY	\$\$	
DEP INSURANCE																
0000230	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	0	\$ -	\$ -		\$ 18,930.53	
DEPOSITOR																
010000	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 102.00	\$ 136.00	
100000	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1,432.00	\$ 99.30	
100007	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 47.00	\$ -	
100100	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1,929.00	\$ 65.80	
100200	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
010100	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 10.00	\$ 0.07	
100502	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 9.00	\$ -	
150102	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 18,392.00	\$ 71.08	
010310	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 42.00	\$ -	
100499	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 104.00	\$ 42.00	
100400	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 105.00	\$ 18.00	
100402	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 75.00	\$ 7.20	
100402	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
100401	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 5.00	\$ 7.50	
100430	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 7.00	\$ -	
10021Z	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 535.00	\$ 1.75	
10022Z	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 16,458.00	\$ 70.78	
100310	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 8.00	\$ -	
150410	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 39.00	\$ -	
150410	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 16.00	\$ 20.00	
000202	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1.00	\$ -	
010100	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 515.00	\$ 2.87	
010101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1,417.00	\$ -	
010101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6,840.00	\$ 31.95	
010310	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 60.00	\$ 100.00	
150102	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 189.00	\$ 0.76	
150420	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
100200	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 2,132.00	\$ -	
100229	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 145,608.00	\$ 535.25	
100209	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
350120	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 158.00	\$ 25.00	
010600	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
LOCKBOX SERVICE																
05011A	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
050400	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ 25.00	
050300	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 115.00	\$ 13.00	
05011P	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 65.00	\$ 560.00	
050413	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
050410	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 3.00	\$ -	
05013F	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 310.00	\$ -	
050530	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 85.00	\$ 0.45	
050401	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ 75.00	
050121	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 310.00	\$ -	
050126	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 11,117.00	\$ 17.38	
05011L	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ 45.00	
05011P	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 523.00	\$ 10.35	
050100	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 213.00	\$ 15.18	
05011A	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
05011F	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
050112	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 523.00	\$ 13.80	
050112	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ 0.20	

AFP Code	Service Code Description	Frequency	Definition	July 2017	UNIT COST	Service Charge	August 2017	UNIT COST
050422	WLBX ONLINE RETENTION 3MO			228	\$ 0.00500	\$ 1.14	\$ 1,445.00	
050131	WLBX PAYEE VALIDATION PER ITEM	PER CHECK (REGARDLESS OF THE N	PER ITEM FEE, REGARDLESS OF THE NUMBER OF ACCEPTABLE PAYEES SPECIFIED	69	Not Applicable		\$ 333.00	
050104	WLBX MINIMUM CHARGE	MINIMUM	PER MONTH FEE ASSESSED WHEN CERTAIN ITEM/CHECK BASED LOCKBOX FEES	1	Not Applicable			
050120	WLBX DUAL SIDED IMAGE MAINT	PER LOCKBOX PER MONTH	PER MONTH FEE FOR A WHOLESALE LOCKBOX THAT REQUIRES IMAGES OF THE	1	Not Applicable		\$ 1.00	
050321	WLBX SPECIAL REPORTING				\$ 5.00000	\$ -		
050321	WLBX HARDCOPY OR ADD'L REPORT				\$ 5.00000	\$ -		
05011A	WLBX SCANNABLE CHECK PRINT				\$ 0.10000	\$ -		
050101	WLBX SCANNABLE PROC PER INV	PER INVOICE	PER INVOICE (OR COUPON) FEE TO PROCESS EACH OCR-READABLE COUPON FOR		\$ 0.22000	\$ -	\$ 276.00	
05011R	WLBX IMAGE DOCUMENTS IMAGED	PER IMAGE	PER IMAGE FEE TO CAPTURE IMAGES OF REMITTANCE DOCUMENTS FOR A	228	\$ 0.02000	\$ 4.56	\$ 1,445.00	
050101	WLBX SCANNABLE PROC SINGLE	PER ITEM	PER CHECK FEE TO PROCESS SINGLE CHECKS AND SINGLE SCANNABLE COUPON		\$ 0.20000	\$ -	\$ 228.00	
050101	WLBX SCANNABLE PROC MULTIPLES	PER ITEM	PER CHECK FEE TO PROCESS MULTIPLE CHECKS AND/OR MULTIPLE SCANNABLE		\$ 0.10000	\$ -	\$ 11.00	
050101	WLBX SCANNABLE PROC PER ITEM				\$ 0.20000	\$ -		
050405	WLBX IMAGE CD-ROM PER DISC			1	\$ 12.00000	\$ 12.00	\$ 1.00	
050405	WLBX IMAGE CD-ROM MAINTENANCE			1	Not Applicable		\$ 1.00	
050405	WLBX IMAGE CD-ROM PER IMAGE			228	\$ 0.01000	\$ 2.28	\$ 1,445.00	
050424	WLBX IMAGE PDF MAINTENANCE	PER MONTH	PER MONTH FEE TO DOWNLOAD IMAGES OF CHECKS, REMITTANCES,	1	No Charge		\$ 1.00	
050020	WLBX SCANNABLE LBX MAINT	PER LOCKBOX PER MONTH	PER MONTH FEE TO MAINTAIN A WHOLESALE SCANNABLE LOCKBOX.	1	\$ 75.00000	\$ 75.00	\$ 1.00	
050424	WLBX ONLINE REC PER IMAGE	PER IMAGE	PER IMAGE FEE TO ACCESS IMAGES OF CHECKS, INVOICES, SUPPORTING	228	No Charge		\$ 1,445.00	
050530	WLBX NON-DEPOSITABLE TRANS				\$ 0.15000	\$ -		
050530	WLBX REJECTED ITEM	PER ITEM	PER TRANSACTION FEE FOR REJECTED CHECKS. CHECKS MAY BE REJECTED		\$ 0.15000	\$ -	\$ 2.00	
050405	WLBX CD-DVD MAINTENANCE	PER MONTH	PER MONTH MAINTENANCE FEE FOR SUBSCRIPTION TO WHOLESALE LOCKBOX		Not Applicable			
050405	WLBX CD-DVD PER DISC	PER CD	PER DISC FEE TO CREATE A CD/DVD WITH LOCKBOX IMAGES AND REMITTANCE		\$ 25.00000	\$ -		
050405	WLBX CD-DVD PER IMAGE	PER IMAGE	PER IMAGE FEE FOR INCLUSION OF IMAGES OF CHECKS, INVOICES, SUPPORTING		\$ 0.01000	\$ -		
COMMERCIAL DEPOSITS - CASH VAULT						\$ -		
10001A	CURR/COIN DEP/\$100-QBD-ND *5	PER \$100	THE FEE FOR COUNTING THE CASH PORTION OF A POST-VERIFIED DEPOSIT	85	\$ 0.07500	\$ 6.38	\$ 18.00	
10001Z	CURR/COIN DEP/\$100-BKG CTR *5	PER \$100	THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT THE TIME OF	1,216	\$ 0.07500	\$ 91.20	\$ 1,044.00	
10011Z	CURR/COIN DEP/\$100-VLT *5	PER \$100	THE FEE FOR PROCESSING THE CASH PORTION OF A DEPOSIT DELIVERED	6,086	\$ 0.05000	\$ 304.30	\$ 10,772.00	
100111	COIN DEPOSIT-NON STD BAG-VLT	PER BAG	THE FEE TO DEPOSIT BAGS OF LOOSE COIN IN LESS THAN FEDERAL RESERVE	1	\$ 10.00000	\$ 10.00	\$ 1.00	
100148	CURRENCY SUPP/\$100-NONSTD-VLT *5	PER \$100	THE FEE FOR SUPPLYING CURRENCY IN NON-STANDARD STRAP AMOUNTS (I.E.,	11	\$ 0.07000	\$ 0.77	\$ 5.00	
109999	NON STD BAG SURCHARGE	PER BAG	THE FEE FOR DELIVERING CASH VAULT DEPOSITS IN A NON PLASTIC DEPOSIT	8	Not Applicable		\$ 9.00	
100199	COIN DEPOSITED-ROLL-VLT	PER ROLL DEPOSITED	THE FEE FOR DEPOSITING ROLLED/Wrapped COIN THROUGH THE CASH VAULT.		\$ 0.06000	\$ -	\$ 2.00	
100501	DEPOSIT CORRECTION-CASH	PER ITEM			\$ 10.00000	\$ -	\$ 1.00	
100520	DUP DEP CORRECTION NOTICE	PER NOTICE	THE FEE FOR ISSUING A DUPLICATE COPY OF A DEPOSIT CORRECTION NOTICE.		\$ 10.00000	\$ -		
100044	COIN SUPP ROLL-BKG CTR	PER ROLL	THE FEE FOR SUPPLYING ROLLS OF COIN FROM A BANKING CENTER OR	1	\$ 0.15000	\$ 0.15	\$ 1.00	
100144	COIN SUPPLIED/ROLL-VLT	PER ROLL	THE FEE FOR SUPPLYING ROLLS OF COIN FROM A CASH VAULT.	68	\$ 0.07500	\$ 5.10	\$ 51.00	
100040	CHANGE ORDER BKG CTR	PER ORDER	THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR	7	\$ 5.00000	\$ 35.00	\$ 4.00	
100106	DEP CONDITIONING-SURCHG-VAULT *6	PER DEPOSIT	PER DEPOSIT CHG FOR DEPOSITS DELIVERED TO A VAULT WHICH DO NOT MEET	19	\$ 0.00190	\$ 0.04	\$ 39.00	
100049	CURR SUPP/\$100-BKG CTR *5	PER \$100	THE FEE FOR PROVIDING CURRENCY REQUESTED FROM THE BANKING CENTER	12	\$ 0.07500	\$ 0.90	\$ 9.00	
10014A	CURRENCY SUPP/\$100-STD-VLT *5	PER \$100	THE FEE FOR SUPPLYING CURRENCY IN STANDARD STRAP AMOUNTS (I.E.,100		\$ 0.07000	\$ -	\$ 4.00	
109999	FAX NOTIFICATION-RECEIPT-VLT *7	PER ITEM			\$ 1.00000	\$ -	\$ -	
109999	FAX NOTIFICATION-DCN RECEIPT	PER ITEM		282	\$ 1.00000	\$ 282.00	\$ 302.00	
100141	CHANGE ORDER-AUTO OR STNDG-VLT	PER ORDER	THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR	2	\$ 1.00000	\$ 2.00	\$ 2.00	
109999	MAIL NOTIF-DCN OR RECEIPT-VLT	PER DCN OR RECEIPT	THE FEE FOR MAILING DEPOSIT CORRECTION NOTICES (DCN'S) OR DEPOSIT	2	\$ 1.50000	\$ 3.00	\$ 2.00	
GENERAL ACH SERVICES								
259999	ACH STANDARD RPTS-ELECTRONIC *8	PER REPORT	A PER REPORT CHARGE TO DELIVER STANDARD ACH REPORTS ELECTRONICALLY.		\$ 25.00000	\$ -		
250701	ACH OPTIONAL REPORTS-FAX	PER REPORT	A PER REPORT CHARGE TO FAX OPTIONAL ACH REPORTS.	5	\$ 1.00000	\$ 5.00	\$ 7.00	
250640	ACH DELETE/REVERSAL	PER ITEM	PER ITEM CHARGE TO DELETE OR REVERSE AN ACH ITEM PREVIOUSLY	1	\$ 2.00000	\$ 2.00	\$ 12.00	
250302	ACH RETURN ITEM	PER ITEM	PER ITEM FEE TO PROCESS AN ITEM RETURNED BY THE RECEIVING BANK	11	\$ 0.05000	\$ 0.55	\$ 13.00	
250000	ACH MONTHLY MAINTENANCE	PER SET UP	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.	7	\$ 15.00000	\$ 105.00	\$ 7.00	
250504	ACH INPUT-ECHANNEL			9	\$ 2.00000	\$ 18.00	\$ 13.00	
250501	ACH INPUT-FILE	PER INPUT	PER FILE FEE TO PROCESS ACH ENTRIES THAT ARE DELIVERED TO BANK OF	5	\$ 2.00000	\$ 10.00	\$ 6.00	
250150	ACH BLOCKS AUTH INSTRUCTIONS	PER INSTRUCTION	A PER INSTRUCTION FEE TO HOUSE BLOCK OR AUTHORIZATION INSTRUCTIONS	16	\$ 5.00000	\$ 80.00	\$ 16.00	
251050	ACH BLOCKS AUTH MAINTENANCE	PER ACCOUNT	THE CHARGE TO MAINTAIN BLOCKS AND FILTERS INFORMATION ON THE ACH	10	\$ 2.50000	\$ 25.00	\$ 10.00	
251050	ACH BLOCKS AUTH ADD-CHANGE			1	No Charge			

AFP Code	Service Charge	September 2017	UNIT COST	Service Charge	October 2017	UNIT COST	Service Charge	Nov 2017	UNIT COST	Service Charge	Dec 2017	UNIT COST	Service Charge	Jan 2018	UNIT COST	Service Charge	Feb 2018	UNIT COST
050422	\$ -	\$ 265.00		\$ -	\$ 137.00		\$ -	\$ 184.00		\$ -	\$ 92.00		\$ -			\$ -		
050131	\$ -	\$ 72.00		\$ -	\$ 17.00		\$ -	\$ 19.00		\$ -	\$ 13.00		\$ -			\$ -		
050104	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
050120	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
050321	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050321	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
05011A	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050101	\$ -	\$ 50.00		\$ -	\$ 8.00		\$ -	\$ 9.00		\$ -	\$ 6.00		\$ -			\$ -		
05011R	\$ -	\$ 265.00		\$ -	\$ 137.00		\$ -	\$ 184.00		\$ -	\$ 92.00		\$ -			\$ -		
050101	\$ -	\$ 47.00		\$ -	\$ 8.00		\$ -	\$ 9.00		\$ -	\$ 6.00		\$ -			\$ -		
050101	\$ -	\$ 1.00		\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050101	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050405	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ -		\$ -			\$ -		
050405	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ -		\$ -			\$ -		
050405	\$ -	\$ 265.00		\$ -	\$ 137.00		\$ -	\$ 184.00		\$ -	\$ -		\$ -			\$ -		
050424	\$ -	\$ 1.00		\$ -			\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
050020	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
050424	\$ -	\$ 265.00		\$ -	\$ 137.00		\$ -	\$ 184.00		\$ -	\$ 92.00		\$ -			\$ -		
050530	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050530	\$ -	\$ 1.00		\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
050405	\$ -			\$ -			\$ -			\$ -	\$ 1.00		\$ -			\$ -		
050405	\$ -			\$ -			\$ -			\$ -	\$ 1.00		\$ -			\$ -		
050405	\$ -			\$ -			\$ -			\$ -	\$ 92.00		\$ -			\$ -		
COMMERCIAL	\$ -			\$ -														
10001A	\$ -			\$ -	\$ 7.00		\$ -	\$ 6.00		\$ -	\$ 12.00		\$ -			\$ -		
10001Z	\$ -	\$ 825.00		\$ -	\$ 845.00		\$ -	\$ 582.00		\$ -	\$ 566.00		\$ -			\$ -		
10011Z	\$ -	\$ 4,719.00		\$ -	\$ 5,904.00		\$ -	\$ 4,198.00		\$ -	\$ 4,243.00		\$ -			\$ -		
100111	\$ -	\$ 1.00		\$ -	\$ 2.00		\$ -	\$ 1.00		\$ -	\$ 2.00		\$ -			\$ -		
100148	\$ -	\$ 13.00		\$ -			\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -			\$ -		
109999	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
100199	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
100501	\$ -	\$ 2.00		\$ -	\$ 1.00		\$ -			\$ -	\$ 3.00		\$ -			\$ -		
100520	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
100044	\$ -	\$ 1.00		\$ -			\$ -			\$ -	\$ 10.00		\$ -			\$ -		
100144	\$ -	\$ 38.00		\$ -	\$ 57.00		\$ -	\$ 18.00		\$ -	\$ 10.00		\$ -			\$ -		
100040	\$ -	\$ 2.00		\$ -	\$ 1.00		\$ -			\$ -	\$ 1.00		\$ -			\$ -		
100106	\$ -	\$ 21.00		\$ -	\$ 5.00		\$ -	\$ 3.00		\$ -	\$ 10.00		\$ -			\$ -		
100049	\$ -	\$ 2.00		\$ -	\$ 1.00		\$ -			\$ -	\$ 2.00		\$ -			\$ -		
10014A	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
109999	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
109999	\$ -	\$ 280.00		\$ -	\$ 267.00		\$ -	\$ 263.00		\$ -	\$ 244.00		\$ -			\$ -		
100141	\$ -	\$ 2.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
109999	\$ -	\$ 1.00		\$ -	\$ 2.00		\$ -	\$ 3.00		\$ -	\$ 2.00		\$ -			\$ -		
GENERAL A																		
259999	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
250701	\$ -	\$ 6.00		\$ -	\$ 6.00		\$ -	\$ 4.00		\$ -	\$ 4.00		\$ -			\$ -		
250640	\$ -	\$ 2.00		\$ -	\$ 3.00		\$ -	\$ 1.00		\$ -	\$ -		\$ -			\$ -		
250302	\$ -	\$ 8.00		\$ -	\$ 5.00		\$ -	\$ 3.00		\$ -	\$ 8.00		\$ -			\$ -		
250000	\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -			\$ -		
250504	\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 11.00		\$ -	\$ 9.00		\$ -			\$ -		
250501	\$ -	\$ 7.00		\$ -	\$ 6.00		\$ -	\$ 5.00		\$ -	\$ 6.00		\$ -			\$ -		
250150	\$ -	\$ 16.00		\$ -	\$ 16.00		\$ -	\$ 16.00		\$ -	\$ 16.00		\$ -			\$ -		
251050	\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -			\$ -		
251050	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		

AFP Code	Service Charge	Mar 2018	UNIT COST	Service Charge	Apr 2018	UNIT COST	Service Charge	May 2018	UNIT COST	Service Charge	June 2018	UNIT COST	Service Charge	QUANTITY	\$\$	
050422	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 2,351.00	\$ 1.14	
050131	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 523.00	\$ -	
050104	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 5.00	\$ -	
050120	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
050321	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
050321	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
05011A	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
050101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 349.00	\$ -	
05011R	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 2,351.00	\$ 4.56	
050101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 298.00	\$ -	
050101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 12.00	\$ -	
050101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
050405	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 5.00	\$ 12.00	
050405	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 5.00	\$ -	
050405	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 2,259.00	\$ 2.28	
050424	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 5.00	\$ -	
050020	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ 75.00	
050424	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 2,351.00	\$ -	
050530	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
050530	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 3.00	\$ -	
050405	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1.00	\$ -	
050405	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1.00	\$ -	
050405	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 92.00	\$ -	
COMMERCIAL																
10001A	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 128.00	\$ 6.38	
10001Z	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 5,078.00	\$ 91.20	
10011Z	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 35,922.00	\$ 304.30	
100111	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 8.00	\$ 10.00	
100148	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 49.00	\$ 0.77	
109999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 17.00	\$ -	
100199	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 2.00	\$ -	
100501	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 7.00	\$ -	
100520	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
100044	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 13.00	\$ 0.15	
100144	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 242.00	\$ 5.10	
100040	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 15.00	\$ 35.00	
100106	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 97.00	\$ 0.04	
100049	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 26.00	\$ 0.90	
10014A	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 4.00	\$ -	
109999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
109999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1,638.00	\$ 282.00	
100141	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 9.00	\$ 2.00	
109999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 12.00	\$ 3.00	
GENERAL AID																
259999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
250701	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 32.00	\$ 5.00	
250640	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 19.00	\$ 2.00	
250302	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 48.00	\$ 0.55	
250000	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 42.00	\$ 105.00	
250504	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 62.00	\$ 18.00	
250501	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 35.00	\$ 10.00	
250150	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 96.00	\$ 80.00	
251050	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 60.00	\$ 25.00	
251050	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1.00	\$ -	

AFP Code	Service Code Description	Frequency	Definition	July 2017	UNIT COST	Service Charge	August 2017	UNIT COST
250120	ACH ORIGINATED ADDENDA	PER ITEM	PER ITEM FEE TO ORIGINATE ADDENDA RECORDS ACCOMPANYING AN ACH		\$ 0.02000	\$ -		
251070	ACH NOTIF OF CHANGE (NOC)	PER ITEM	PER ITEM FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) SENT BY THE	3	\$ 0.15000	\$ 0.45	\$ 1.00	
259999	ACH STANDARD REPORTS-FAX	PER REPORT	A PER REPORT CHARGE TO FAX A STANDARD REPORT.	5	\$ 1.00000	\$ 5.00	\$ 7.00	
259999	ACH STANDARD RPTS-ELECTRONIC *8			11	\$ 25.00000	\$ 275.00	\$ 7.00	
250101	ACH ON US CREDITS	PER ITEM	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED	2,034	\$ 0.02000	\$ 40.68	\$ 2,090.00	
250101	ACH OFF US CREDITS	PER ITEM	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED	6,740	\$ 0.02000	\$ 134.80	\$ 6,915.00	
250100	ACH ON US DEBITS	PER ITEM	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED	2	\$ 0.02000	\$ 0.04	\$ 2.00	
250100	ACH OFF US DEBITS	PER ITEM	PER ITEM FEE TO ORIGINATE ELIGIBLE ACH TRANSACTIONS DESTINED FOR AN	1,116	\$ 0.02000	\$ 22.32	\$ 1,111.00	
250101	ACH CORPORATE ON US CREDITS				\$ 0.02000	\$ -		
250101	ACH CORPORATE OFF US CREDITS				\$ 0.02000	\$ -		
250101	ACH ON US CREDITS – SAME DAY	PER ITEM	PER ITEM FEE TO ORIGINATE AN ACH CREDIT WHICH IS DESTINED FOR ANOTHER	294	\$ 0.03500	\$ 10.29	\$ 301.00	
250100	ACH ON US DEBITS – SAME DAY	PER ITEM	PER ITEM FEE TO ORIGINATE AN ACH DEBIT WHICH IS DESTINED FOR ANOTHER		\$ 0.03500	\$ -		
25999A	ONLINE ACH NOTIFICATIONS	PER NOTIFICATION	CHARGE TO RECEIVE NOTIFICATION THAT INFORMS THE CLIENTS OF VARIOUS	9	\$ 0.25000	\$ 2.25	\$ 12.00	
250201	ACH CREDIT RECEIVED ITEM	PER ITEM	PER ITEM FEE, CHARGED BY ACH, FOR AN ACH RECEIVED CREDIT.	1,248	\$ 0.02500	\$ 31.20	\$ 1,481.00	
250200	ACH DEBIT RECEIVED ITEM	PER ITEM	PER ITEM FEE, CHARGED BY ACH, FOR AN ACH RECEIVED DEBIT.	57	\$ 0.02500	\$ 1.43	\$ 61.00	
250312	ACH UNAUTHORIZED ENTRY	PER ITEM	A PER ITEM SURCHARGE FOR AN ACH DEBIT THAT HAS BEEN RETURNED DUE TO		\$ 5.00000	\$ -		
WIRE TRANSFER								
350000	ONLINE GP MTHLY MAINT	AMOUNT	CHARGE FOR USAGE OF GLOBAL PAYMENTS APPLICATION WHEN CLIENT SETUP	1	Not Applicable		\$ 1.00	
350103	ELEC WIRE OUT-DOMESTIC	PER WIRE	THE PER WIRE CHARGE FOR AN OUTGOING, ELECTRONICALLY INITIATED,	15	\$ 2.50000	\$ 37.50	\$ 20.00	
350113	ELEC WIRE OUT-USD INTL	PER WIRE	THE PER WIRE CHARGE FOR A US DOLLAR OUTGOING, ELECTRONICALLY		\$ 12.00000	\$ -		
350123	ELEC WIRE OUT-BOOK DB	PER WIRE	THE PER WIRE DEBIT FEE FOR AN OUTGOING, ELECTRONICALLY INITIATED WIRE	6	\$ 1.00000	\$ 6.00	\$ 4.00	
350541	ELEC WIRE OUT-DOMESTIC REPAIR	PER WIRE	THE PER WIRE CHARGE FOR AN OUTGOING, ELECTRONICALLY INITIATED,		\$ 5.00000	\$ -		
350300	INCOMING DOMESTIC WIRE	PER WIRE	THE PER WIRE CHARGE TO RECEIVE A FEDWIRE TRANSFER THAT WAS SENT	5	\$ 2.50000	\$ 12.50	\$ 7.00	
350599	ONLINE GP CUST MNT TEMP STORAGE	PER ITEM	NUMBER OF ELECTRONIC TEMPLATES THAT ARE CREATED AND MAINTAINED BY	50	Not Applicable		\$ 45.00	
350320	BOOK CREDIT	PER WIRE	THE PER WIRE CHARGE TO PROCESS A TRANSFER RECEIVED FROM A	1	\$ 1.00000	\$ 1.00		
ACCOUNT RECONCILIATION								
200020	ARP PARTIAL PPAY MAINT-SUPP	PER ACCOUNT	MONTHLY MAINTENANCE FOR THE PARTIAL RECONCILIATION SERVICE WITH	1	\$ 25.00000	\$ 25.00	\$ 1.00	
200120	ARP PARTIAL PPAY ITEM	PER ITEM	THE PER ITEM CHARGE FOR PROVIDING POSITIVE PAY WITH PARTIAL	36	\$ 0.02000	\$ 0.72	\$ 29.00	
200209	ARP VOID CANCEL ITEMS	PER ITEM	THE PER ITEM FEE FOR SUBMITTING CANCELS VIA TRANSMISSION OR CASHPRO.	51	\$ 0.02000	\$ 1.02	\$ 26.00	
150310	POSITIVE PAY EXCEPTIONS	PER ITEM	THE CHARGE FOR PAID NO ISSUE, CHECK VOIDED PRIOR TO PAYMENT AND	26	\$ 5.00000	\$ 130.00	\$ 11.00	
150030	ARP PPAY MAINT-NO RECON	PER ACCOUNT/PER MONTH	RECONCILIATION CHARGES FOR PROVIDING THE POSITIVE PAY SERVICE.	9	\$ 30.00000	\$ 270.00	\$ 10.00	
150322	ARP POS PAY RETURN DEFAULT	PER ITEM	THE PER ITEM CHARGE FOR EACH CHECK POSITIVE PAY EXCEPTION WHERE A	9	\$ 10.00000	\$ 90.00	\$ 2.00	
150322	ARP POSITIVE PAY RETURN-OTHER				\$ 10.00000		\$ 4.00	
150322	ARP POSITIVE PAY RETURN-OTHER	PER ITEM	PER ITEM CHARGE FOR THE RETURN OF PPY EXCEPTION ITEMS FOR A REASON	3	\$ 10.00000	\$ 30.00	\$ 1.00	
151099	ARP PPAY NO RECON INPUT ITEM	PER ITEM	THE PER ISSUE ITEM FEE FOR PROVIDING POSITIVE PAY SERVICES WITH NO	3,093	\$ 0.03000	\$ 92.79	\$ 2,701.00	
200299	TELLER PPAY ISSUE NOT FOUND>1%	PER ITEM	THE PER ITEM CHARGE FOR EACH ITEM NOT FOUND ERROR MESSAGE FOR		\$ -	\$ -	\$ 1.00	
INFORMATION SERVICES								
200305	ONLINE ARP ONLINE REPORTS	PER MONTH PER ACCOUNT	CHARGE FOR ANY/ALL RECONCILIATION REPORTS PASSED TO ONLINE,	8	\$ 10.00000	\$ 80.00	\$ 8.00	
159999	ONLINE ARP POSITIVE PAY NOTIF	PER NOTIFICATION	CHARGE TO RECEIVE THE POSITIVE PAY EXCEPTION/NO EXCEPTION	128	\$ 0.25000	\$ 32.00	\$ 186.00	
400299	ONLINE ONLINE SUBSCRIPTION	PER ID/ PER MONTH	CHARGED IF CLIENT IS USING ONE OR MORE TREASURY APPS	1	No Charge		\$ 1.00	
400299	ONLINE IR MAINTENANCE	PER CO ID / PER MONTH	INFORMATION REPORTING MAINTENANCE	1	No Charge		\$ 1.00	
400052	ONLINE PDR ACCOUNT	PER ACCOUNT / PER MONTH	MONTHLY MAINTENANCE CHARGE FOR EACH BOA (DOMESTIC OR INTERNATIONAL) ACCOUNT ENTITLED TO PDR.	19	\$ 20.00000	\$ 380.00	\$ 19.00	
400272	ONLINE PDR ITEM STORED		PER ITEM CHARGE FOR SUMMARY & DETAIL ITEMS (LOADED ONE TIME).	11,958	\$ 0.02000	\$ 239.16	\$ 14,029.00	
400055	ONLINE CDR ACCOUNT	PER ACCOUNT / PER MONTH	MONTHLY MAINTENANCE CHARGE FOR EACH BOA (DOMESTIC OR	9	\$ 20.00000	\$ 180.00	\$ 9.00	
400275	ONLINE CDR ITEM STORED	PER ITEM	PER ITEM CHARGE FOR SUMMARY & DETAIL ITEMS (LOADED ONE TIME).	5,822	\$ 0.02000	\$ 116.44	\$ 8,116.00	
400340	ONLINE RESEARCH ITEM	PER ITEM	CHARGE WHEN USING IR RESEARCH MODULE.	543	\$ 0.50000	\$ 271.50	\$ 70.00	
400340	ONLINE RESEARCH ITEM			100	\$ 0.50000	\$ 50.00	\$ 100.00	
400340	ONLINE PREM RESEARCH ITEM				Not Applicable			
400340	ONLINE PER IMAGE ACCESS		PER ITEM CHARGE WHEN CLICKING ON A CHECK IMAGE WITHIN STATEMENTS, IR	16	\$ 0.05000	\$ 0.80	\$ 6.00	
400340	ONLINE PER IMAGE ACCESS			10	\$ 0.05000	\$ 0.50	\$ 10.00	
010600	GCS TRANSACTION HISTORY	PER CALL	A PER CALL FEE FOR CLIENT SERVICES TO PROVIDE INFORMATION ON AN	1	\$ 10.00000	\$ 10.00		
010600	GCS MANUAL INFO REPORTING	PER CALL	A PER CALL FEE FOR CLIENT SERVICES TO PROVIDE BALANCE RELATED		\$ 10.00000	\$ -		
IMAGE						\$ -		

AFP Code	Service Charge	September 2017	UNIT COST	Service Charge	October 2017	UNIT COST	Service Charge	Nov 2017	UNIT COST	Service Charge	Dec 2017	UNIT COST	Service Charge	Jan 2018	UNIT COST	Service Charge	Feb 2018	UNIT COST
250120	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
251070	\$ -	\$ 5.00		\$ -	\$ 2.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
259999	\$ -	\$ 8.00		\$ -	\$ 4.00		\$ -	\$ 3.00		\$ -	\$ 6.00		\$ -			\$ -		
259999	\$ -	\$ 4.00		\$ -	\$ 9.00		\$ -	\$ 4.00		\$ -	\$ 2.00		\$ -			\$ -		
250101	\$ -	\$ 2,010.00		\$ -	\$ 2,795.00		\$ -	\$ 2,012.00		\$ -	\$ 1,986.00		\$ -			\$ -		
250101	\$ -	\$ 6,695.00		\$ -	\$ 9,313.00		\$ -	\$ 6,686.00		\$ -	\$ 6,619.00		\$ -			\$ -		
250100	\$ -	\$ 2.00		\$ -	\$ 2.00		\$ -	\$ 2.00		\$ -	\$ 2.00		\$ -			\$ -		
250100	\$ -	\$ 1,216.00		\$ -	\$ 1,120.00		\$ -	\$ 1,125.00		\$ -	\$ 1,222.00		\$ -			\$ -		
250101	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
250101	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
250101	\$ -	\$ -		\$ -	\$ 307.00		\$ -	\$ 304.00		\$ -	\$ -		\$ -			\$ -		
250100	\$ -	\$ 324.00		\$ -			\$ -			\$ -	\$ 325.00		\$ -			\$ -		
25999A	\$ -	\$ 11.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 9.00		\$ -			\$ -		
250201	\$ -	\$ 1,031.00		\$ -	\$ 1,275.00		\$ -	\$ 1,295.00		\$ -	\$ 1,369.00		\$ -			\$ -		
250200	\$ -	\$ 417.00		\$ -	\$ 58.00		\$ -	\$ 57.00		\$ -	\$ 57.00		\$ -			\$ -		
250312	\$ -	\$ 1.00		\$ -			\$ -			\$ -			\$ -			\$ -		
WIRE TRAN																		
350000	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
350103	\$ -	\$ 15.00		\$ -	\$ 17.00		\$ -	\$ 18.00		\$ -	\$ 24.00		\$ -			\$ -		
350113	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
350123	\$ -	\$ 4.00		\$ -	\$ 4.00		\$ -	\$ 2.00		\$ -	\$ 2.00		\$ -			\$ -		
350541	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
350300	\$ -	\$ 7.00		\$ -	\$ 3.00		\$ -	\$ 9.00		\$ -	\$ 13.00		\$ -			\$ -		
350599	\$ -	\$ 46.00		\$ -	\$ 46.00		\$ -	\$ 46.00		\$ -	\$ 46.00		\$ -			\$ -		
350320	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -	\$ 4.00		\$ -			\$ -		
ACCOUNT R																		
200020	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
200120	\$ -	\$ 36.00		\$ -	\$ 33.00		\$ -	\$ 36.00		\$ -	\$ 36.00		\$ -			\$ -		
200209	\$ -	\$ 32.00		\$ -	\$ 28.00		\$ -	\$ 35.00		\$ -	\$ 51.00		\$ -			\$ -		
150310	\$ -	\$ 9.00		\$ -	\$ 10.00		\$ -	\$ 6.00		\$ -	\$ 8.00		\$ -			\$ -		
150030	\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -			\$ -		
150322	\$ -			\$ -	\$ 3.00		\$ -			\$ -	\$ -		\$ -			\$ -		
150322	\$ -			\$ -	\$ 1.00		\$ -	\$ 5.00		\$ -	\$ -		\$ -			\$ -		
150322	\$ -			\$ -	\$ 2.00		\$ -			\$ -	\$ 6.00		\$ -			\$ -		
151099	\$ -	\$ 3,319.00		\$ -	\$ 2,837.00		\$ -	\$ 3,016.00		\$ -	\$ 2,865.00		\$ -			\$ -		
200299	\$ -			\$ -			\$ -	\$ 6.00		\$ -	\$ -		\$ -			\$ -		
INFORMATI																		
200305	\$ -	\$ 8.00		\$ -	\$ 8.00		\$ -	\$ 8.00		\$ -	\$ 8.00		\$ -			\$ -		
159999	\$ -	\$ 186.00		\$ -	\$ 213.00		\$ -	\$ 213.00		\$ -	\$ 204.00		\$ -			\$ -		
400299	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
400299	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
400052	\$ -	\$ 19.00		\$ -	\$ 20.00		\$ -	\$ 20.00		\$ -	\$ 20.00		\$ -			\$ -		
400272	\$ -	\$10,609.00		\$ -	\$ 10,431.00		\$ -	\$11,083.00		\$ -	\$11,016.00		\$ -			\$ -		
400055	\$ -	\$ 9.00		\$ -	\$ 9.00		\$ -	\$ 9.00		\$ -	\$ 9.00		\$ -			\$ -		
400275	\$ -	\$ 5,856.00		\$ -	\$ 5,687.00		\$ -	\$ 5,988.00		\$ -	\$ 5,981.00		\$ -			\$ -		
400340	\$ -	\$ 280.00		\$ -	\$ 231.00		\$ -	\$ 217.00		\$ -	\$ 91.00		\$ -			\$ -		
400340	\$ -	\$ 100.00		\$ -	\$ 100.00		\$ -	\$ 100.00		\$ -	\$ -		\$ -			\$ -		
400340	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
400340	\$ -	\$ 24.00		\$ -	\$ 14.00		\$ -	\$ 4.00		\$ -	\$ 8.00		\$ -			\$ -		
400340	\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -	\$ 10.00		\$ -			\$ -		
010600	\$ -			\$ -			\$ -	\$ 1.00		\$ -	\$ -		\$ -			\$ -		
010600	\$ -			\$ -			\$ -			\$ -	\$ -		\$ -			\$ -		
IMAGE																		

AFP Code	Service Charge	Mar 2018	UNIT COST	Service Charge	Apr 2018	UNIT COST	Service Charge	May 2018	UNIT COST	Service Charge	June 2018	UNIT COST	Service Charge	QUANTITY	\$\$	
250120	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
251070	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 13.00	\$ 0.45	
259999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 33.00	\$ 5.00	
259999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 37.00	\$ 275.00	
250101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 12,927.00	\$ 40.68	
250101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 42,968.00	\$ 134.80	
250100	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 12.00	\$ 0.04	
250100	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6,910.00	\$ 22.32	
250101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
250101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
250101	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1,206.00	\$ 10.29	
250100	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 649.00	\$ -	
25999A	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 61.00	\$ 2.25	
250201	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 7,699.00	\$ 31.20	
250200	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 707.00	\$ 1.43	
250312	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1.00	\$ -	
WIRE TRAN																
350000	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
350103	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 109.00	\$ 37.50	
350113	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
350123	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 22.00	\$ 6.00	
350541	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
350300	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 44.00	\$ 12.50	
350599	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 279.00	\$ -	
350320	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 7.00	\$ 1.00	
ACCOUNT R																
200020	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ 25.00	
200120	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 206.00	\$ 0.72	
200209	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 223.00	\$ 1.02	
150310	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 70.00	\$ 130.00	
150030	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 59.00	\$ 270.00	
150322	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 14.00	\$ 90.00	
150322																
150322	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 12.00	\$ 30.00	
151099	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 17,831.00	\$ 92.79	
200299	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 7.00	\$ -	
INFORMATI																
200305	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 48.00	\$ 80.00	
159999	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1,130.00	\$ 32.00	
400299	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
400299	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
400052	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 117.00	\$ 380.00	
400272	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 69,126.00	\$ 239.16	
400055	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 54.00	\$ 180.00	
400275	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 37,450.00	\$ 116.44	
400340	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1,432.00	\$ 271.50	
400340	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 500.00	\$ 50.00	
400340	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
400340	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 72.00	\$ 0.80	
400340	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 60.00	\$ 0.50	
010600	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 2.00	\$ 10.00	
010600	\$ -			\$ -			\$ -			\$ -			\$ -	\$ -	\$ -	
IMAGE																

AFP Code	Service Code Description	Frequency	Definition	July 2017	UNIT COST	Service Charge	August 2017	UNIT COST
151350	CD ROM MAINTENANCE	PER ACCOUNT	CD-ROM MONTHLY MAINTENANCE, PER ACCOUNT, FOR SOFTWARE EXPENSE,	7	\$ 25.00000	\$ 175.00	\$ 7.00	
151353	CD ROM PER IMAGE	PER ITEM	THE PER ITEM FEE FOR EACH POSTED ITEM THAT IS BURNED ON A CD ROM.	3,445	\$ 0.01500	\$ 51.68	\$ 3,080.00	
151353	CD ROM DISK	PER CD ROM	PER CD FEE FOR EACH CD ROM DISK CREATED.	6	\$ 15.00000	\$ 90.00	\$ 6.00	
151351	IMAGE ARCHIVE-90 DAYS	PER ITEM	THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE	2,094	Not Applicable		\$ 1,771.00	
151350	IMAGE MAINTENANCE ONLINE	PER ACCT/GRP	THE MONTHLY MAINTENANCE FEE FOR IMAGE ACCESS VIA CASHPRO ONLINE.	1	Not Applicable		\$ 1.00	
151350	IMAGE MAINTENANCE ONLINE			9	Not Applicable		\$ 9.00	
010305	DDA STATEMENT ON CD ROM	PER ACCOUNT	PER ACCOUNT PER MONTH FEE FOR PROVIDING DEMAND DEPOSIT ACCOUNT	1	Not Applicable		\$ 1.00	
151351	IMAGE RETRIEVAL	PER ITEM	A PER ITEM CHARGE FOR EACH TIME A USER VIEWS AN IMAGE ON CASHPRO	1	\$ 0.05000	\$ 0.05	\$ 1.00	
MISCELLANEOUS								
151342	PHOTOCOPY-MANUAL			15	\$ 15.00000	\$ 225.00		\$ 1.00
150500	NONRELATIONSHIP CUST CK CASHED *9	PER ITEM	A FEE ASSESSED FOR CASHING NON-CLIENT CHECKS IN BANKING CENTERS.	11	\$ -	\$ -	\$ 11.00	\$ -
010610	STATEMENT COPY	PER ITEM	THE PER ITEM CHARGE FOR PROVIDING A PHOTOCOPY OF A CLIENT'S DDA	1	\$ 12.00000	\$ 12.00		
						\$ 6,226.13		
						\$ 2,650.99		
						\$ 8,877.12		
*Footnotes:								
1. Wells Fargo monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis based on our rate of 0.1275 per thousand.								
2. Wells Fargo charges Checks Deposited as on On-Us priced at \$0.025 and Off-Us checks \$0.025.								
3. Wells Fargo uses the following calculation for Ledger Overdraft Per Day: <i>Negative balance x borrowing rate x number of days in the month / 360</i>								
4. Wells Fargo charges ICL/Wells Fargo Electronic Deposit per item based on On-Us priced at \$0.025 and Off-Us checks \$0.035.								
5. Wells Fargo charges per dollar and unit costs have been entered to reflect the per dollar charge. Service charge has been moved two decimal points.								
6. Wells Fargo charges per dollar and not per deposit.								
7. Wells Fargo recommends to retrieve Cash Vault detail/inquiries via CEO (free of charge). Cash Vault Optional Reports are charged per report.								
8. Wells Fargo charges a monthly subscription per account setup and a per item for items reported.								
9. Fee assessed for cashing non-client checks in any Wells Fargo Branch will be passed to payee. If Washoe County requests to assume the fee, the charge is \$0 per check cashed.								

AFP Code	Service Charge	September 2017	UNIT COST	Service Charge	October 2017	UNIT COST	Service Charge	Nov 2017	UNIT COST	Service Charge	Dec 2017	UNIT COST	Service Charge	Jan 2018	UNIT COST	Service Charge	Feb 2018	UNIT COST
151350	\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -	\$ 7.00		\$ -			\$ -		
151353	\$ -	\$ 2,641.00		\$ -	\$ 3,111.00		\$ -	\$ 2,998.00		\$ -	\$ 2,379.00		\$ -			\$ -		
151353	\$ -	\$ 6.00		\$ -	\$ 6.00		\$ -	\$ 6.00		\$ -	\$ 6.00		\$ -			\$ -		
151351	\$ -	\$ 1,598.00		\$ -	\$ 1,626.00		\$ -	\$ 1,628.00		\$ -	\$ 1,313.00		\$ -			\$ -		
151350	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
151350	\$ -	\$ 9.00		\$ -	\$ 9.00		\$ -	\$ 9.00		\$ -	\$ 9.00		\$ -			\$ -		
010305	\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -	\$ 1.00		\$ -			\$ -		
151351	\$ -			\$ -	\$ 1.00		\$ -	\$ 2.00		\$ -	\$ -		\$ -			\$ -		
MISCELLAN																		
151342	\$ -	\$ 2.00	\$ 1.00	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00		\$ 1.00	\$ -	\$ 1.00	\$ 1.00	\$ 1.00		\$ 1.00	\$ -		\$ 1.00
150500	\$ -	\$ 11.00	\$ -	\$ -	\$ 17.00	\$ -	\$ -	\$ 9.00	\$ -	\$ -	\$ 6.00	\$ -	\$ -		\$ -	\$ -		\$ -
010610	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
	\$ -			\$ 2.00			\$ 1.00			\$ -			\$ 1.00			\$ -		
	\$ 3,601.49			\$ 3,393.73			\$ 2,985.94			\$ 3,001.09			\$ 3,297.29			\$ -		
	\$ 3,601.49			\$ 3,395.73			\$ 2,986.94			\$ 3,001.09			\$ 3,298.29			\$ -		
*Footnotes:																		
1. Wells Far																		
2. Wells Far																		
3. Wells Far																		
4. Wells Far																		
5. Wells Far																		
6. Wells Far																		
7. Wells Far																		
8. Wells Far																		
9. Fee asses																		

AFP Code	Service Charge	Mar 2018	UNIT COST	Service Charge	Apr 2018	UNIT COST	Service Charge	May 2018	UNIT COST	Service Charge	June 2018	UNIT COST	Service Charge	QUANTITY	\$\$	
151350	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 42.00	\$ 175.00	
151353	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 17,654.00	\$ 51.68	
151353	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 36.00	\$ 90.00	
151351	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 10,030.00	\$ -	
151350	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
151350	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 54.00	\$ -	
010305	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 6.00	\$ -	
151351	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 5.00	\$ 0.05	
MISCELLAN																
151342	\$ -		\$ 1.00	\$ -		\$ 1.00	\$ -		\$ 1.00	\$ -		\$ 1.00	\$ -	\$ 19.00	\$ 229.00	
150500	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ 65.00	\$ -	
010610	\$ -			\$ -			\$ -			\$ -			\$ -	\$ 1.00	\$ 12.00	
	\$ -			\$ -			\$ -			\$ -			\$ -		\$ 6,230.13	
	\$ -			\$ -			\$ -			\$ -			\$ -		\$ 18,930.53	
	\$ -			\$ -			\$ -			\$ -			\$ -		\$ 25,160.66	
*Footnotes:																
1. Wells Far																
2. Wells Far																
3. Wells Far																
4. Wells Far																
5. Wells Far																
6. Wells Far																
7. Wells Far																
8. Wells Far																
9. Fee asses																

AFP Code	Service Code Description	Frequency	Definition	July 2016	UNIT COST	Service Charge	August 2016	UNIT COST
DEP INSURANCE - BANK ASSESSMENT								
0000230	BANK ASSESSMENT			1	\$4,171.93	\$ 4,171.93	1	\$9,210.23
DEPOSITORY SERVICES								
010000	ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.	16		\$ -		
100000	BANKING CENTER DEPOSIT	PER DEPOSIT	THE FEE FOR PRESENTING A DEPOSIT TO A TELLER IN A BANKING CENTER FOR CREDIT TO THE	321		\$ -		
100007	QBD/NIGHT DROP DEPOSIT	PER DEPOSIT	THE FEE FOR GIVING CONDITIONAL CREDIT FOR A DEPOSIT DELIVERED TO A BANKING	29		\$ -		
100100	VAULT DEPOSIT	PER DEPOSIT	PER DEPOSIT FEE FOR PROCESSING A DEPOSIT DELIVERED TO A CASH VAULT.	313		\$ -		
100200	CHECK DEPOSIT-PAPER	PER ITEM	FEE TO DEPOSIT A PAPER CHECK			\$ -		
010100	DEBITS POSTED-OTHER	PER ITEM	FEE TO POST PAPER DEBIT TRANSACTIONS WITH THE EXCEPTION OF CHECKS PAID.	3		\$ -		
100502	DEPOSIT CORRECTION-NON-CASH	PER CORRECTION	CHARGE FOR PROCESSING A DEBIT OR CREDIT ADJUSTMENT TO AN ACCOUNT RESULTING	1		\$ -		
150102	GENERAL CHECKS PAID TRUNCATED	PER ITEM	PER ITEM FEE FOR GENERAL CHECKS PAID TRUNCATED.	4,404		\$ -		
010310	PAPER DEPOSIT STATEMENT MAILED	PER ITEM	CHARGE FOR PAPER STATEMENT WHEN RECEIVING ELECTRONIC.	7		\$ -		
100499	RETURNS-E-MAIL IMAGES	PER ITEM	PER ITEM FOR EACH RETURN SENT TO CLIENT VIA EMAIL.	4		\$ -		
100400	RETURNS-CHARGEBACK	PER ITEM	PER ITEM CHARGE FOR A DEPOSITED CHECK WHICH IS RETURNED BY THE PAYER BANK AND	4		\$ -		
100402	RETURNS-RECLEAR	PER ITEM	THE CHARGE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAYER BANK	6		\$ -		
100402	RETURNS-RECLEAR SERVICES	PER MONTH	THE MONTHLY FEE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAYER	1		\$ -		
100401	RET ITEM OTHER SPECIAL INST	PER MONTH	MONTHLY MAINTENANCE FEE FOR CLIENTS USING OTHER SPECIAL INSTRUCTIONS OTHER			\$ -		
100430	RETURNS-MAKER REQUIRED	PER ITEM	FEE OCCURS WHEN NAME OF THE WRITER OF THE CHECK IS INCLUDED ON THE ADVICE.			\$ -		
10021Z	CKS DEP PRE-ENCODED ITEMS	PER ITEM	TRANSACTIONAL CHARGE FOR PROCESSING PRE-ENCODED CHECKS.	90		\$ -		
10022Z	CKS DEP UN-ENCODED ITEMS	PER ITEM	TRANSACTIONAL CHARGE FOR PROCESSING UNENCODED CHECKS.	3,113		\$ -		
100310	CKS DEPOSITED FOREIGN ITEMS	PER ITEM	DEPOSIT ITEMS DRAWN ON A FOREIGN BANK CHARGED PER ITEM.	1		\$ -		
150410	STOP PAY AUTOMATED<=12 MONTHS	PER STOP PLACED OR RE-ISSUED	STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO ONLINE WITH	0		\$ -		
150410	STOP PAY AUTOMATED> 12 MTHS	PER STOP PLACED OR RE-ISSUED	STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO ONLINE WITH	1		\$ -		
000202	LEDGER OVERDRAFT PER DAY	PER DAY	A CHARGE FOR EACH DAY AN ACCOUNT IS IN THE OVERDRAFT POSITION.			\$ -		
010100	DEBITS POSTED ELECTRONIC	PER ITEM	PER ITEM FEE, CHARGED BY THE DDA SYSTEM, FOR POSTING AN ELECTRONIC ITEM TO A DDA	76		\$ -		
010101	CREDITS POSTED-OTHER	PER ITEM	CHARGE ASSOCIATED WITH THE POSTING OF NON-ELECTRONIC CREDITS TO A DDA ACCOUNT			\$ -		
010101	CREDITS POSTED ELECTRONIC	PER ITEM	PER ITEM FEE FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.	1,062		\$ -		
010310	DEPOSIT ACCOUNT STATEMENTS	PER STATEMENT (OVER 1 PER MONTH)	THE PER STATEMENT CHARGE FOR ANY SCHEDULED STATEMENT MORE THAN ONE PER	9		\$ -		
150102	GEN DISB CKS PD IMAGE	PER CHECK	THE GENERAL DISBURSEMENT PER ITEM CHECKS PAID CHARGE FOR RECEIVING IMAGES ONLY	1		\$ -		
150420	STOP PAY MANUAL	PER STOP	CHARGE FOR ISSUING AN ORDER BY TELEPHONE, FAX, OR OTHER MANUAL MEANS TO STOP			\$ -		
100200	CHECK DEPOSIT-ICL or RDSO	PER DEPOSIT	RECEIPT OF A TRANSMISSION WHICH CONTAINS A DEPOSIT OF AN IMAGE CASH LETTER.	246		\$ -		
100229	IMAGE DEPOSITED ITEMS-ICL	PER ITEM	BUNDLED PRICING FOR ITEMS CLEARED VIA IMAGE EXCHANGE.	20,918		\$ -		
100209	TRANSMISSION MAINTENANCE	PER MONTH	FLAT MONTHLY MAINTENANCE CHARGE FOR MAINTAINING CLIENTS DATA ON OUR IMAGE	1		\$ -		
350120	ACCOUNT TRANSFER	PER TRANSACTION	CHARGE TO INITIATE A TRANSFER BETWEEN TWO BANK OF AMERICA ACCOUNTS FOR THE	1		\$ -		
010600	GCS-STOP PAYMENT	PER ITEM	A SURCHARGE CHARGE PER ITEM FOR PLACING A STOP PAYMENT THROUGH CLIENT			\$ -		
LOCKBOX SERVICES								
050100	WLBX PAPER PROC PER ITEM	PER ITEM		81		\$ -		
05011A	WLBX PAPER CHECK PRINT	PER ITEM		81		\$ -		
050400	WLBX REC MAINTENANCE	PER MONTH PER LOCKBOX	PER MONTH MAINTENANCE FEE TO ACCESS LOCKBOX IMAGES AND DETAIL INFORMATION			\$ -		
050300	WLBX DEPOSIT PREP PER DEPOSIT	PER DEPOSIT	PER DEPOSIT FEE TO ASSEMBLE CHECKS RECEIVED IN A CLIENT'S LOCKBOX.	9		\$ -		
05011P	WLBX WALK-IN COURIER PKG ITEM	PER ITEM	PER ITEM FEE FOR EACH ITEM WITHIN A PACKAGE/ENVELOPE DELIVERED TO LOCKBOX VIA A			\$ -		
050413	WLBX COURIER DELIVERY OF PKG	AMOUNT	PER AMOUNT FEE (BASED ON WEIGHT, PACKAGE SIZE, FROM/TO ZIP CODES) TO MAIL A	1		\$ -		
050410	WLBX USPS 1ST CLASS MAIL SHIP	AMOUNT BASED	AMOUNT BASED FEE FOR SHIPPING COSTS ASSOCIATED WITH MAILING REMITTANCE			\$ -		
05013F	WLBX SPECIAL BATCH SIZE	PER ITEM	PER ITEM FEE TO BUNDLE AND PROCESS ITEMS IN A NON-STANDARD BATCH SIZE.	2		\$ -		
050530	WLBX CORRESPONDENCE	PER ENVELOPE	PER ENVELOPE FEE TO HANDLE REMITTANCES CONTAINING ONLY	5		\$ -		
050401	WLBX DATA TRAN MAINT PER BOX	PER LOCKBOX PER MONTH	MONTHLY PER-BOX FEE TO GENERATE A DATA TRANSMISSION OF LOCKBOX DEPOSIT	1		\$ -		
050121	WLBX DATA TRANS PER ITEM	PER CHECK	PER CHECK FEE TO TRANSMIT CAPTURED DATA FROM CHECKS, ENVELOPES, AND	2		\$ -		
050126	WLBX DATA CAPTURE	PER CHARACTER	PER CHARACTER FEE TO CAPTURE DATA FROM THE CHECKS AND/OR REMITTANCE SUPPORT	299		\$ -		

AFP Code	Service Charge	September 2016	UNIT COST	Service Charge	October 2016	UNIT COST	Service Charge	Nov 2016	UNIT COST	Service Charge	Dec 2016	UNIT COST	Service Charge	Jan 2017	UNIT COST	Service Charge	Feb 2017	UNIT COST
DEP INSURANCE																		
0000230	\$ 9,210.23	1	6985.4500	\$ 6,985.45	1	5668.6400	\$ 5,668.64	1	3996.9300	\$ 3,996.93	1	3129.5100	\$ 3,129.51	1	3787.2500	\$ 3,787.25	1	2870.9900
DEPOSITORY S																		
010000	\$ -	16		\$ -	16		\$ -	17		\$ -	17		\$ -	17		\$ -	17	
100000	\$ -	209		\$ -	199		\$ -	182		\$ -	163		\$ -	174		\$ -	177	
100007	\$ -	15		\$ -	9		\$ -	12		\$ -	17		\$ -	6		\$ -	7	
100100	\$ -	350		\$ -	338		\$ -	313		\$ -	350		\$ -	323		\$ -	321	
100200	\$ -			\$ -	1		\$ -			\$ -			\$ -			\$ -		
010100	\$ -	2		\$ -	3		\$ -	3		\$ -	4		\$ -	1		\$ -	1	
100502	\$ -	4		\$ -	1		\$ -	2		\$ -			\$ -	3		\$ -		
150102	\$ -	4666		\$ -	4216		\$ -	5014		\$ -	4330		\$ -	4129		\$ -	3936	
010310	\$ -	7		\$ -	7		\$ -	7		\$ -	7		\$ -	7		\$ -	7	
100499	\$ -	22		\$ -	21		\$ -	20		\$ -	17		\$ -	21		\$ -	12	
100400	\$ -	23		\$ -	21		\$ -	21		\$ -	17		\$ -	21		\$ -	12	
100402	\$ -	10		\$ -	11		\$ -	2		\$ -	6		\$ -	25		\$ -	9	
100402	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
100401	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
100430	\$ -	2		\$ -	1		\$ -	8		\$ -	4		\$ -	2		\$ -		
10021Z	\$ -	138		\$ -	18		\$ -	33		\$ -	15		\$ -	59		\$ -	327	
10022Z	\$ -	3185		\$ -	3255		\$ -	2966		\$ -	3039		\$ -	2922		\$ -	2884	
100310	\$ -	2		\$ -	1		\$ -	3		\$ -	2		\$ -	2		\$ -	1	
150410	\$ -	1		\$ -	14		\$ -	1		\$ -	1		\$ -	8		\$ -		
150410	\$ -	8		\$ -	1		\$ -	1		\$ -			\$ -			\$ -		
000202	\$ -			\$ -			\$ -			\$ -			\$ -	2		\$ -	4	
010100	\$ -	64		\$ -	79		\$ -	75		\$ -	75		\$ -	73		\$ -	73	
010101	\$ -			\$ -	0		\$ -	1		\$ -			\$ -	1		\$ -		
010101	\$ -	1194		\$ -	1109		\$ -	1161		\$ -	1342		\$ -	1122		\$ -	1197	
010310	\$ -	9		\$ -	9		\$ -	10		\$ -	10		\$ -	10		\$ -	10	
150102	\$ -	3		\$ -	1		\$ -	47		\$ -	37		\$ -	24		\$ -	31	
150420	\$ -	1		\$ -			\$ -			\$ -			\$ -			\$ -	1	
100200	\$ -	266		\$ -	239		\$ -	283		\$ -	339		\$ -	297		\$ -	314	
100229	\$ -	23474		\$ -	21998		\$ -	13111		\$ -	23613		\$ -	21563		\$ -	18618	
100209	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
350120	\$ -	22		\$ -	1		\$ -	24		\$ -	23		\$ -	21		\$ -	23	
010600	\$ -	1		\$ -			\$ -			\$ -			\$ -			\$ -	1	
LOCKBOX SERV																		
050100	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
05011A	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050400	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050300	\$ -	20		\$ -	12		\$ -	11		\$ -	11		\$ -	11		\$ -	40	
05011P	\$ -			\$ -			\$ -	2		\$ -			\$ -	24		\$ -	34	
050413	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
050410	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
05013F	\$ -	83		\$ -	8		\$ -	12		\$ -	4		\$ -	2		\$ -	237	
050530	\$ -	3		\$ -	4		\$ -	3		\$ -	2		\$ -	3		\$ -	13	
050401	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
050121	\$ -	83		\$ -	8		\$ -	12		\$ -	4		\$ -	2		\$ -	237	
050126	\$ -	234		\$ -	66		\$ -	1331		\$ -	698		\$ -	2028		\$ -	3949	

AFP Code	Service Charge	Mar 2017	UNIT COST	Service Charge	Apr 2017	UNIT COST	Service Charge	May 2017	UNIT COST	Service Charge	June 2017	UNIT COST	Service Charge	QUANTITY	\$\$
DEP INSURANCE															
0000230	\$ 2,870.99	1	3109.4400	\$ 3,109.44	1	2950.2100	\$ 2,950.21	1	2491.2300	\$ 2,491.23	1	2861.3100	\$ 2,861.31		\$ 51,233.12
DEPOSITORY S															
010000	\$ -	17		\$ -	17		\$ -	17		\$ -	17		\$ -	184	\$ -
100000	\$ -	219		\$ -	212		\$ -	234		\$ -	331		\$ -	2,421	\$ -
100007	\$ -	14		\$ -			\$ -			\$ -	0		\$ -	109	\$ -
100100	\$ -	397		\$ -	350		\$ -	367		\$ -	363		\$ -	3,785	\$ -
100200	\$ -			\$ -			\$ -			\$ -			\$ -	1	\$ -
010100	\$ -	3		\$ -	3		\$ -	2		\$ -	1		\$ -	26	\$ -
100502	\$ -			\$ -	1		\$ -			\$ -	1		\$ -	13	\$ -
150102	\$ -	4405		\$ -	4030		\$ -	3737		\$ -	4084		\$ -	46,951	\$ -
010310	\$ -	7		\$ -	7		\$ -	7		\$ -	7		\$ -	77	\$ -
100499	\$ -	19		\$ -	12		\$ -	19		\$ -	14		\$ -	181	\$ -
100400	\$ -	20		\$ -	13		\$ -	19		\$ -	14		\$ -	185	\$ -
100402	\$ -	16		\$ -	1		\$ -	10		\$ -	7		\$ -	103	\$ -
100402	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
100401	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	10	\$ -
100430	\$ -			\$ -	2		\$ -	3		\$ -	3		\$ -	25	\$ -
10021Z	\$ -	154		\$ -	24		\$ -	31		\$ -	9		\$ -	898	\$ -
10022Z	\$ -	3649		\$ -	3142		\$ -	3126		\$ -	3211		\$ -	34,492	\$ -
100310	\$ -			\$ -			\$ -	1		\$ -			\$ -	13	\$ -
150410	\$ -	1		\$ -	2		\$ -	29		\$ -	1		\$ -	58	\$ -
150410	\$ -			\$ -			\$ -			\$ -	3		\$ -	14	\$ -
000202	\$ -			\$ -			\$ -			\$ -			\$ -	6	\$ -
010100	\$ -	91		\$ -	86		\$ -	86		\$ -	96		\$ -	874	\$ -
010101	\$ -			\$ -	1150		\$ -	1375		\$ -			\$ -	2,527	\$ -
010101	\$ -	1469		\$ -			\$ -			\$ -	1457		\$ -	11,113	\$ -
010310	\$ -	10		\$ -	10		\$ -	10		\$ -	10		\$ -	107	\$ -
150102	\$ -	32		\$ -	30		\$ -	41		\$ -	28		\$ -	275	\$ -
150420	\$ -			\$ -	1		\$ -			\$ -			\$ -	3	\$ -
100200	\$ -	366		\$ -	323		\$ -	355		\$ -	336		\$ -	3,364	\$ -
100229	\$ -	22599		\$ -	9181		\$ -	11429		\$ -	9528		\$ -	196,032	\$ -
100209	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
350120	\$ -	29		\$ -	26		\$ -	26		\$ -	30		\$ -	226	\$ -
010600	\$ -			\$ -	1		\$ -			\$ -			\$ -	3	\$ -
LOCKBOX SERV															
050100	\$ -			\$ -			\$ -			\$ -			\$ -	81	\$ -
05011A	\$ -			\$ -			\$ -			\$ -			\$ -	81	\$ -
050400	\$ -			\$ -	1		\$ -	1		\$ -	1		\$ -	3	\$ -
050300	\$ -	36		\$ -	14		\$ -	17		\$ -	7		\$ -	188	\$ -
05011P	\$ -	7		\$ -			\$ -			\$ -			\$ -	67	\$ -
050413	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
050410	\$ -	1		\$ -			\$ -			\$ -			\$ -	1	\$ -
05013F	\$ -	95		\$ -	16		\$ -	12		\$ -	2		\$ -	473	\$ -
050530	\$ -	3		\$ -	12		\$ -	2		\$ -			\$ -	50	\$ -
050401	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
050121	\$ -	95		\$ -	16		\$ -	12		\$ -	2		\$ -	473	\$ -
050126	\$ -	2991		\$ -	307		\$ -	1516		\$ -	441		\$ -	13,860	\$ -

AFP Code	Service Code Description	Frequency	Definition	July 2016	UNIT COST	Service Charge	August 2016	UNIT COST
05011L	WLBX DOCUMENT RETURN PKG PREP	PER ENVELOPE		1		\$ -		
05011P	WLBX CHECK DATE REVIEW	PER ITEM	PER ITEM FEE TO REVIEW AND REJECT A CHECK FOR POST-DATED OR STALE DATED ITEMS.	83		\$ -		
050100	WLBX LOCKBOX PROC PER ITEM	PER ITEM	PER ITEM FEE TO PROCESS A CHECK IN A WHOLESALE LOCKBOX.			\$ -		
05011A	WLBX IMAGE CHECK PRINT	PER ITEM						
05011F	WLBX DOCUMENTS RETURNED	PER ITEM		88		\$ -		
050112	WLBX SCANNABLE SORT PER ITEM	PER ITEM	PER ITEM FEE TO SORT ALL SCANNABLE AND WHOLESALE REMITTANCES PROCESSED THRU A	83		\$ -		
050112	WLBX SCANNABLE SORT MAINT	PER MONTH	PER MONTH BASE FEE FOR A SCANNABLE LOCKBOX TO SEPARATE WORK BY WITH/WITHOUT	1		\$ -		
050422	WLBX ONLINE RETENTION 3MO							
050131	WLBX PAYEE VALIDATION PER ITEM	PER CHECK (REGARDLESS OF THE N	PER ITEM FEE, REGARDLESS OF THE NUMBER OF ACCEPTABLE PAYEES SPECIFIED BY THE			\$ -		
050104	WLBX MINIMUM CHARGE	MINIMUM	PER MONTH FEE ASSESSED WHEN CERTAIN ITEM/CHECK BASED LOCKBOX FEES DO NOT	1		\$ -		
050120	WLBX DUAL SIDED IMAGE MAINT	PER LOCKBOX PER MONTH	PER MONTH FEE FOR A WHOLESALE LOCKBOX THAT REQUIRES IMAGES OF THE FRONT AND			\$ -		
050321	WLBX SPECIAL REPORTING							
05011A	WLBX SCANNABLE CHECK PRINT			2		\$ -		
050101	WLBX SCANNABLE PROC PER INV	PER INVOICE	PER INVOICE (OR COUPON) FEE TO PROCESS EACH OCR-READABLE COUPON FOR A	2		\$ -		
05011R	WLBX IMAGE DOCUMENTS IMAGED	PER IMAGE	PER IMAGE FEE TO CAPTURE IMAGES OF REMITTANCE DOCUMENTS FOR A WHOLESALE			\$ -		
050101	WLBX SCANNABLE PROC SINGLE	PER ITEM	PER CHECK FEE TO PROCESS SINGLE CHECKS AND SINGLE SCANNABLE COUPON RECEIVED			\$ -		
50101	WLBX SCANNABLE PROC MULTIPLES	PER ITEM	PER CHECK FEE TO PROCESS MULTIPLE CHECKS AND/OR MULTIPLE SCANNABLE COUPONS			\$ -		
050101	WLBX SCANNABLE PROC PER ITEM			2		\$ -		
050405	WLBX IMAGE CD-ROM PER DISC							
050405	WLBX IMAGE CD-ROM MAINTENANCE							
050405	WLBX IMAGE CD-ROM PER IMAGE							
050424	WLBX IMAGE PDF MAINTENANCE	PER MONTH	PER MONTH FEE TO DOWNLOAD IMAGES OF CHECKS, REMITTANCES, ENVELOPES AND			\$ -		
050020	WLBX SCANNABLE LBX MAINT	PER LOCKBOX PER MONTH	PER MONTH FEE TO MAINTAIN A WHOLESALE SCANNABLE LOCKBOX.	1		\$ -		
050424	WLBX REC PER IMAGE	PER IMAGE	PER IMAGE FEE TO ACCESS IMAGES OF CHECKS, INVOICES, SUPPORTING DOCUMENTS,			\$ -		
050530	WLBX NON-DEPOSITABLE TRANS							
050530	WLBX REJECTED ITEM	PER ITEM	PER TRANSACTION FEE FOR REJECTED CHECKS. CHECKS MAY BE REJECTED DURING			\$ -		
050405	WLBX CD-DVD MAINTENANCE	PER MONTH	PER MONTH MAINTENANCE FEE FOR SUBSCRIPTION TO WHOLESALE LOCKBOX CD/DVD			\$ -		
050405	WLBX CD-DVD PER DISC	PER CD	PER DISC FEE TO CREATE A CD/DVD WITH LOCKBOX IMAGES AND REMITTANCE DETAIL FOR			\$ -		
050405	WLBX CD-DVD PER IMAGE	PER IMAGE	PER IMAGE FEE FOR INCLUSION OF IMAGES OF CHECKS, INVOICES, SUPPORTING			\$ -		
COMMERCIAL DEPOSITS - CASH VAULT								
10001A	CURR/COIN DEP/\$100-QBD-ND	PER \$100	THE FEE FOR COUNTING THE CASH PORTION OF A POST-VERIFIED DEPOSIT DELIVERED TO A	155		\$ -		
10001Z	CURR/COIN DEP/\$100-BKG CTR	PER \$100	THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT THE TIME OF PROCESSING THE	1,030		\$ -		
10011Z	CURR/COIN DEP/\$100-VLT	PER \$100	THE FEE FOR PROCESSING THE CASH PORTION OF A DEPOSIT DELIVERED DIRECTLY TO CASH	6,464		\$ -		
100111	COIN DEPOSIT-NON STD BAG-VLT	PER BAG	THE FEE TO DEPOSIT BAGS OF LOOSE COIN IN LESS THAN FEDERAL RESERVE STANDARD			\$ -		
100148	CURRENCY SUPP/\$100-NONSTD-VLT	PER \$100	THE FEE FOR SUPPLYING CURRENCY IN NON-STANDARD STRAP AMOUNTS (I.E., LESS THAT	12		\$ -		
109999	NON STD BAG SURCHARGE	PER BAG	THE FEE FOR DELIVERING CASH VAULT DEPOSITS IN A NON PLASTIC DEPOSIT BAG. THE	2		\$ -		
100199	COIN DEPOSITED-ROLL-VLT	PER ROLL DEPOSITED	THE FEE FOR DEPOSITING ROLLED/WRAPPED COIN THROUGH THE CASH VAULT.	3		\$ -		
100501	DEPOSIT CORRECTION-CASH							
100520	DUP DEP CORRECTION NOTICE	PER NOTICE	THE FEE FOR ISSUING A DUPLICATE COPY OF A DEPOSIT CORRECTION NOTICE.			\$ -		
100044	COIN SUPP ROLL-BKG CTR	PER ROLL	THE FEE FOR SUPPLYING ROLLS OF COIN FROM A BANKING CENTER OR AUTOMATED			\$ -		
100144	COIN SUPPLIED/ROLL-VLT	PER ROLL	THE FEE FOR SUPPLYING ROLLS OF COIN FROM A CASH VAULT.	59		\$ -		
100040	CHANGE ORDER BKG CTR	PER ORDER	THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR CURRENCY IN A	6		\$ -		
100106	DEP CONDITIONING-SURCHG-VAULT	PER DEPOSIT	PER DEPOSIT CHG FOR DEPOSITS DELIVERED TO A VAULT WHICH DO NOT MEET STD VAULT	3		\$ -		
100049	CURR SUPP/\$100-BKG CTR	PER \$100	THE FEE FOR PROVIDING CURRENCY REQUESTED FROM THE BANKING CENTER OR	7		\$ -		
109999	FAX NOTIFICATION-RECEIPT-VLT			263		\$ -		
109999	FAX NOTIFICATION-DCN RECEIPT							
100141	CHANGE ORDER-AUTO OR STNDG-VLT	PER ORDER	THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR CURRENCY IN A	2		\$ -		
109999	MAIL NOTIF-DCN OR RECEIPT-VLT	PER DCN OR RECEIPT	THE FEE FOR MAILING DEPOSIT CORRECTION NOTICES (DCN'S) OR DEPOSIT RECEIPTS TO THE	2		\$ -		

AFP Code	Service Charge	September 2016	UNIT COST	Service Charge	October 2016	UNIT COST	Service Charge	Nov 2016	UNIT COST	Service Charge	Dec 2016	UNIT COST	Service Charge	Jan 2017	UNIT COST	Service Charge	Feb 2017	UNIT COST
05011L	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
05011P	\$ -	137		\$ -	18		\$ -	33		\$ -	15		\$ -	57		\$ -	324	
050100	\$ -	54		\$ -	10		\$ -	21		\$ -	11		\$ -	55		\$ -	87	
05011A	\$ -	137		\$ -	18		\$ -			\$ -			\$ -			\$ -		
05011F	\$ -	140		\$ -	22		\$ -			\$ -			\$ -			\$ -		
050112	\$ -	137		\$ -	18		\$ -	33		\$ -	15		\$ -	57		\$ -	324	
050112	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
050422																		
050131	\$ -			\$ -			\$ -			\$ -			\$ -	57		\$ -	324	
050104	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -		
050120	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -	1	
050321		1		\$ -	1		\$ -			\$ -			\$ -			\$ -		
05011A	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050101	\$ -	86		\$ -	8		\$ -	12		\$ -	4		\$ -	2		\$ -	274	
05011R	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050101	\$ -	81		\$ -	8		\$ -	12		\$ -	4		\$ -	2		\$ -	223	
50101	\$ -	2		\$ -			\$ -			\$ -			\$ -			\$ -	14	
050101	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050405	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
050405	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
050405	\$ -	375		\$ -	70		\$ -	111		\$ -	49		\$ -	207		\$ -	1421	
050424	\$ -			\$ -			\$ -			\$ -			\$ -	1		\$ -	1	
050020	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
050424	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050530	\$ -	1		\$ -			\$ -			\$ -			\$ -			\$ -		
050530	\$ -			\$ -	2		\$ -			\$ -			\$ -			\$ -	1	
050405	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050405	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050405	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
050405	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
COMMERCIAL																		
10001A	\$ -	71		\$ -	3		\$ -	12		\$ -	37		\$ -	3		\$ -	6	
10001Z	\$ -	624		\$ -	517		\$ -	479		\$ -	701		\$ -	484		\$ -	643	
10011Z	\$ -	4961		\$ -	4858		\$ -	3556		\$ -	4360		\$ -	5275		\$ -	4046	
100111	\$ -			\$ -			\$ -	1		\$ -	2		\$ -	1		\$ -	1	
100148	\$ -	12		\$ -	11		\$ -			\$ -	24		\$ -			\$ -	6	
109999	\$ -	7		\$ -	11		\$ -	11		\$ -	10		\$ -	12		\$ -	14	
100199	\$ -			\$ -			\$ -	3		\$ -			\$ -	35		\$ -		
100501	\$ -	2		\$ -	1		\$ -	1		\$ -	1		\$ -			\$ -	4	
100520	\$ -			\$ -			\$ -			\$ -	1		\$ -			\$ -		
100044	\$ -	14		\$ -			\$ -			\$ -	10		\$ -	1		\$ -		
100144	\$ -	60		\$ -	64		\$ -	35		\$ -	71		\$ -			\$ -	40	
100040	\$ -	3		\$ -	1		\$ -	1		\$ -	2		\$ -			\$ -	3	
100106	\$ -	3		\$ -	8		\$ -	10		\$ -	17		\$ -	30		\$ -	16	
100049	\$ -	2		\$ -	1		\$ -	1		\$ -	4		\$ -	1		\$ -	4	
109999	\$ -	301		\$ -	286		\$ -			\$ -	0		\$ -			\$ -		
109999											301		\$ -	279		\$ -	281	
100141	\$ -	2		\$ -	3		\$ -	1		\$ -	4		\$ -	1		\$ -	1	
109999	\$ -	3		\$ -	6		\$ -	2		\$ -	3		\$ -	1		\$ -	3	

AFP Code	Service Charge	Mar 2017	UNIT COST	Service Charge	Apr 2017	UNIT COST	Service Charge	May 2017	UNIT COST	Service Charge	June 2017	UNIT COST	Service Charge	QUANTITY	\$\$
05011L	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
05011P	\$ -	154		\$ -	23		\$ -	31		\$ -	9		\$ -	884	\$ -
050100	\$ -	59		\$ -	7		\$ -	19		\$ -	7		\$ -	330	\$ -
05011A	\$ -			\$ -			\$ -			\$ -			\$ -	155	\$ -
05011F	\$ -			\$ -			\$ -			\$ -			\$ -	250	\$ -
050112	\$ -	154		\$ -	23		\$ -	31		\$ -	9		\$ -	884	\$ -
050112	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
050422					128		\$ -	135		\$ -	34		\$ -	297	\$ -
050131	\$ -	154		\$ -	23		\$ -	31		\$ -	9		\$ -	598	\$ -
050104	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	10	\$ -
050120	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	5	\$ -
050321	\$ -			\$ -			\$ -			\$ -			\$ -	2	\$ -
05011A	\$ -			\$ -			\$ -			\$ -			\$ -	2	\$ -
050101	\$ -	97		\$ -	16		\$ -	12		\$ -	2		\$ -	515	\$ -
05011R	\$ -			\$ -	128		\$ -	135		\$ -	34		\$ -	297	\$ -
050101	\$ -	93		\$ -	16		\$ -	12		\$ -	2		\$ -	453	\$ -
50101	\$ -	2		\$ -			\$ -			\$ -			\$ -	18	\$ -
050101	\$ -			\$ -			\$ -			\$ -			\$ -	2	\$ -
050405	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	10	\$ -
050405	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	10	\$ -
050405	\$ -	588		\$ -	128		\$ -	135		\$ -	34		\$ -	3,118	\$ -
050424	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	6	\$ -
050020	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
050424	\$ -			\$ -	128		\$ -	135		\$ -	34		\$ -	297	\$ -
050530	\$ -			\$ -			\$ -			\$ -			\$ -	1	\$ -
050530	\$ -	1		\$ -			\$ -			\$ -			\$ -	4	\$ -
050405	\$ -			\$ -			\$ -			\$ -			\$ -	0	\$ -
050405	\$ -			\$ -			\$ -			\$ -			\$ -	0	\$ -
050405	\$ -			\$ -			\$ -			\$ -			\$ -	0	\$ -
COMMERCIAL															
10001A	\$ -	5		\$ -			\$ -			\$ -			\$ -	292	\$ -
10001Z	\$ -	927		\$ -	671		\$ -	672		\$ -	1202		\$ -	7,950	\$ -
10011Z	\$ -	6602		\$ -	4597		\$ -	4572		\$ -	3916		\$ -	53,207	\$ -
100111	\$ -	2		\$ -	4		\$ -	4		\$ -	4		\$ -	19	\$ -
100148	\$ -	14		\$ -	24		\$ -	17		\$ -	11		\$ -	131	\$ -
109999	\$ -	12		\$ -	15		\$ -	11		\$ -	12		\$ -	117	\$ -
100199	\$ -	5		\$ -	71		\$ -	19		\$ -	16		\$ -	152	\$ -
100501	\$ -	1		\$ -			\$ -	2		\$ -			\$ -	12	\$ -
100520	\$ -			\$ -			\$ -			\$ -			\$ -	1	\$ -
100044	\$ -			\$ -	0		\$ -			\$ -	1		\$ -	26	\$ -
100144	\$ -	78		\$ -	50		\$ -	34		\$ -	5		\$ -	496	\$ -
100040	\$ -	4		\$ -	1		\$ -	2		\$ -	5		\$ -	28	\$ -
100106	\$ -	28		\$ -	24		\$ -			\$ -	22		\$ -	161	\$ -
100049	\$ -	3		\$ -	1		\$ -			\$ -	10		\$ -	34	\$ -
109999	\$ -	336		\$ -			\$ -			\$ -			\$ -	1,186	\$ -
109999	\$ -			\$ -	294		\$ -	318		\$ -	311		\$ -	1,784	\$ -
100141	\$ -	3		\$ -	3		\$ -			\$ -	1		\$ -	21	\$ -
109999	\$ -	2		\$ -	2		\$ -	2		\$ -	1		\$ -	27	\$ -

AFP Code	Service Code Description	Frequency	Definition	July 2016	UNIT COST	Service Charge	August 2016	UNIT COST
GENERAL ACH SERVICES								
259999	ACH STANDARD RPTS-ELECTRONIC	PER REPORT	A PER REPORT CHARGE TO DELIVER STANDARD ACH REPORTS ELECTRONICALLY.	17		\$ -		
250701	ACH OPTIONAL REPORTS-FAX	PER REPORT	A PER REPORT CHARGE TO FAX OPTIONAL ACH REPORTS.	21		\$ -		
250640	ACH DELETE/REVERSAL	PER ITEM	PER ITEM CHARGE TO DELETE OR REVERSE AN ACH ITEM PREVIOUSLY ORIGINATED BY THE	1		\$ -		
250302	ACH RETURN ITEM	PER ITEM	PER ITEM FEE TO PROCESS AN ITEM RETURNED BY THE RECEIVING BANK	11		\$ -		
250000	ACH MONTHLY MAINTENANCE	PER SET UP	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.	7		\$ -		
250504	ACH INPUT-ECHANNEL							
250501	ACH INPUT-FILE	PER INPUT	PER FILE FEE TO PROCESS ACH ENTRIES THAT ARE DELIVERED TO BANK OF AMERICA VIA A	22		\$ -		
250150	ACH BLOCKS AUTH INSTRUCTIONS	PER INSTRUCTION	A PER INSTRUCTION FEE TO HOUSE BLOCK OR AUTHORIZATION INSTRUCTIONS TO BLOCK OR	11		\$ -		
251050	ACH BLOCKS AUTH MAINTENANCE	PER ACCOUNT	THE CHARGE TO MAINTAIN BLOCKS AND FILTERS INFORMATION ON THE ACH SYSTEMS.	8		\$ -		
251050	ACH BLOCKS AUTH ADD-CHANGE							
250120	ACH ORIGINATED ADDENDA	PER ITEM	PER ITEM FEE TO ORIGINATE ADDENDA RECORDS ACCOMPANYING AN ACH ITEM.	5,689		\$ -		
251070	ACH NOTIF OF CHANGE (NOC)	PER ITEM	PER ITEM FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) SENT BY THE RECEIVER'S	3		\$ -		
259999	ACH STANDARD REPORTS-FAX	PER REPORT	A PER REPORT CHARGE TO FAX A STANDARD REPORT.	11		\$ -		
259999	ACH STANDARD RPTS-ELECTRONIC			7		\$ -		
250101	ACH ON US CREDITS	PER ITEM	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER	1,630		\$ -		
250101	ACH OFF US CREDITS	PER ITEM	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN	5,175		\$ -		
250100	ACH ON US DEBITS	PER ITEM	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER	292		\$ -		
250100	ACH OFF US DEBITS	PER ITEM	PER ITEM FEE TO ORIGINATE ELIGIBLE ACH TRANSACTIONS DESTINED FOR AN ACCOUNT AT	1,046		\$ -		
250101	ACH CORPORATE ON US CREDITS			356		\$ -		
250101	ACH CORPORATE OFF US CREDITS			1,196		\$ -		
250101	ACH ON US CREDITS – SAME DAY	PER ITEM	PER ITEM FEE TO ORIGINATE AN ACH CREDIT WHICH IS DESTINED FOR ANOTHER BANK OF			\$ -		
250100	ACH ON US DEBITS – SAME DAY	PER ITEM	PER ITEM FEE TO ORIGINATE AN ACH DEBIT WHICH IS DESTINED FOR ANOTHER BANK OF			\$ -		
25999A	ONLINE ACH NOTIFICATIONS	PER NOTIFICATION	CHARGE TO RECEIVE NOTIFICATION THAT INFORMS THE CLIENTS OF VARIOUS ACH			\$ -		
250201	ACH CREDIT RECEIVED ITEM	PER ITEM	PER ITEM FEE, CHARGED BY ACH, FOR AN ACH RECEIVED CREDIT.	1,027		\$ -		
250200	ACH DEBIT RECEIVED ITEM	PER ITEM	PER ITEM FEE, CHARGED BY ACH, FOR AN ACH RECEIVED DEBIT.	58		\$ -		
WIRE TRANSFER								
350000	GP MTHLY MAINT	AMOUNT	CHARGE FOR USAGE OF GLOBAL PAYMENTS APPLICATION WHEN CLIENT SETUP WITH GPS	1		\$ -		
350103	ELEC WIRE OUT-DOMESTIC	PER WIRE	THE PER WIRE CHARGE FOR AN OUTGOING, ELECTRONICALLY INITIATED, DOMESTIC WIRE	19		\$ -		
350113	ELEC WIRE OUT-USD INTL	PER WIRE	THE PER WIRE CHARGE FOR A US DOLLAR OUTGOING, ELECTRONICALLY INITIATED,			\$ -		
350123	ELEC WIRE OUT-BOOK DB	PER WIRE	THE PER WIRE DEBIT FEE FOR AN OUTGOING, ELECTRONICALLY INITIATED WIRE BEING SENT	3		\$ -		
350541	ELEC WIRE OUT-DOMESTIC REPAIR	PER WIRE	THE PER WIRE CHARGE FOR AN OUTGOING, ELECTRONICALLY INITIATED, DOMESTIC WIRE			\$ -		
350300	INCOMING DOMESTIC WIRE	PER WIRE	THE PER WIRE CHARGE TO RECEIVE A FEDWIRE TRANSFER THAT WAS SENT FROM ANOTHER	4		\$ -		
350599	GP CUST MNT TEMP STORAGE	PER ITEM	NUMBER OF ELECTRONIC TEMPLATES THAT ARE CREATED AND MAINTAINED BY THE CLIENT	40		\$ -		
350320	BOOK CREDIT	PER WIRE	THE PER WIRE CHARGE TO PROCESS A TRANSFER RECEIVED FROM A CUSTOMER'S ACCOUNT	3		\$ -		
ACCOUNT RECONCILIATION								
200020	ARP PARTIAL PPAY MAINT-SUPP	PER ACCOUNT	MONTHLY MAINTENANCE FOR THE PARTIAL RECONCILIATION SERVICE WITH POSITIVE PAY	1		\$ -		
200120	ARP PARTIAL PPAY ITEM	PER ITEM	THE PER ITEM CHARGE FOR PROVIDING POSITIVE PAY WITH PARTIAL RECONCILIATION	39		\$ -		
200209	ARP VOID CANCEL ITEMS	PER ITEM	THE PER ITEM FEE FOR SUBMITTING CANCELS VIA TRANSMISSION OR CASHPRO.	34		\$ -		
150310	POSITIVE PAY EXCEPTIONS	PER ITEM	THE CHARGE FOR PAID NO ISSUE, CHECK VOIDED PRIOR TO PAYMENT AND PAYEE NOT	4		\$ -		
150030	ARP PPAY MAINT-NO RECON	PER ACCOUNT/PER MONTH	RECONCILIATION CHARGES FOR PROVIDING THE POSITIVE PAY SERVICE. CUSTOMER	7		\$ -		
150322	ARP POS PAY RETURN DEFAULT	PER ITEM	THE PER ITEM CHARGE FOR EACH CHECK POSITIVE PAY EXCEPTION WHERE A DEFAULT	2		\$ -		
150322	ARP POSITIVE PAY RETURN-OTHER	PER ITEM	PER ITEM CHARGE FOR THE RETURN OF PPY EXCEPTION ITEMS FOR A REASON OTHER THAN			\$ -		
151099	ARP PPAY NO RECON INPUT ITEM	PER ITEM	THE PER ISSUE ITEM FEE FOR PROVIDING POSITIVE PAY SERVICES WITH NO RECONCILIATION.	4,619		\$ -		
200299	TELLER PPAY ISSUE NOT FOUND>1%	PER ITEM	THE PER ITEM CHARGE FOR EACH ITEM NOT FOUND ERROR MESSAGE FOR TELLER POSITIVE	1		\$ -		
INFORMATION SERVICES								
200305	ARP ONLINE REPORTS	PER MONTH PER ACCOUNT	CHARGE FOR ANY/ALL RECONCILIATION REPORTS PASSED TO ONLINE, STANDARD &	8		\$ -		
159999	ARP POSITIVE PAY NOTIF	PER NOTIFICATION	CHARGE TO RECEIVE THE POSITIVE PAY EXCEPTION/NO EXCEPTION NOTIFICATION.	164		\$ -		

AFP Code	Service Charge	September 2016	UNIT COST	Service Charge	October 2016	UNIT COST	Service Charge	Nov 2016	UNIT COST	Service Charge	Dec 2016	UNIT COST	Service Charge	Jan 2017	UNIT COST	Service Charge	Feb 2017	UNIT COST
GENERAL ACH																		
259999	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
250701	\$ -	5		\$ -	4		\$ -	6		\$ -	4		\$ -	5		\$ -	4	
250640	\$ -	2		\$ -	1		\$ -	1		\$ -			\$ -			\$ -		
250302	\$ -	4		\$ -	6		\$ -	5		\$ -	4		\$ -	5		\$ -	4	
250000	\$ -	7		\$ -	7		\$ -	7		\$ -	7		\$ -	7		\$ -	7	
250504	\$ -	13		\$ -	9		\$ -	10		\$ -	14		\$ -	9		\$ -	9	
250501	\$ -	6		\$ -	5		\$ -	6		\$ -	6		\$ -	6		\$ -	5	
250150	\$ -	12		\$ -	12		\$ -	12		\$ -	12		\$ -	14		\$ -	14	
251050	\$ -	8		\$ -	8		\$ -	8		\$ -	8		\$ -	9		\$ -	9	
251050		1		\$ -	2		\$ -			\$ -			\$ -	2		\$ -		
250120	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
251070	\$ -	1		\$ -	1		\$ -	5		\$ -	2		\$ -	2		\$ -	2	
259999	\$ -	4		\$ -	5		\$ -	5		\$ -	3		\$ -	6		\$ -	4	
259999	\$ -	4		\$ -	5		\$ -	10		\$ -	3		\$ -	2		\$ -	4	
250101	\$ -	1608		\$ -	1615		\$ -	2404		\$ -	1939		\$ -	1973		\$ -	1953	
250101	\$ -	342		\$ -	10		\$ -	8756		\$ -	6375		\$ -	6399		\$ -	6438	
250100	\$ -	5162		\$ -	5125		\$ -	3		\$ -	3		\$ -	3		\$ -	3	
250100	\$ -	1276		\$ -	1184		\$ -	1058		\$ -	1156		\$ -	1079		\$ -	1078	
250101	\$ -	307		\$ -	3		\$ -	0		\$ -			\$ -			\$ -		
250101	\$ -	1131		\$ -	1043		\$ -	0		\$ -			\$ -			\$ -		
250101	\$ -	33		\$ -	324		\$ -	324		\$ -	26		\$ -	299		\$ -	298	
250100	\$ -			\$ -	292		\$ -	300		\$ -	318		\$ -	7		\$ -		
25999A	\$ -	26		\$ -	9		\$ -	9		\$ -	10		\$ -			\$ -	9	
250201	\$ -	1159		\$ -	1078		\$ -	1133		\$ -	1307		\$ -	1091		\$ -	1167	
250200	\$ -	50		\$ -	49		\$ -	47		\$ -	52		\$ -	54		\$ -	48	
WIRE TRANSFER																		
350000	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
350103	\$ -	14		\$ -	20		\$ -	22		\$ -	22		\$ -	16		\$ -	19	
350113	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -	1	
350123	\$ -	2		\$ -	5		\$ -	3		\$ -	3		\$ -	6		\$ -	3	
350541	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
350300	\$ -	11		\$ -	6		\$ -	4		\$ -	12		\$ -	9		\$ -	7	
350599	\$ -	41		\$ -	42		\$ -	42		\$ -	42		\$ -	42		\$ -	44	
350320	\$ -	3		\$ -	1		\$ -	2		\$ -			\$ -	1		\$ -	1	
ACCOUNT REC																		
200020	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
200120	\$ -	43		\$ -	36		\$ -	47		\$ -	33		\$ -	31		\$ -	42	
200209	\$ -	35		\$ -	26		\$ -	24		\$ -	54		\$ -	28		\$ -	28	
150310	\$ -	33		\$ -	36		\$ -	25		\$ -	61		\$ -	41		\$ -	45	
150030	\$ -	8		\$ -	8		\$ -	8		\$ -	8		\$ -	8		\$ -	9	
150322	\$ -	0		\$ -	2		\$ -	5		\$ -	1		\$ -	1		\$ -	1	
150322	\$ -	21		\$ -	4		\$ -	2		\$ -	2		\$ -	5		\$ -	8	
151099	\$ -	4829		\$ -	4171		\$ -	4073		\$ -	4597		\$ -	4157		\$ -	3850	
200299	\$ -	1		\$ -			\$ -	2		\$ -			\$ -	1		\$ -		
INFORMATION																		
200305	\$ -	8		\$ -	8		\$ -	8		\$ -	8		\$ -	8		\$ -	8	
159999	\$ -	160		\$ -	142		\$ -	148		\$ -	148		\$ -	133		\$ -	142	

AFP Code	Service Charge	Mar 2017	UNIT COST	Service Charge	Apr 2017	UNIT COST	Service Charge	May 2017	UNIT COST	Service Charge	June 2017	UNIT COST	Service Charge	QUANTITY	\$\$		
GENERAL ACH															0	\$	-
259999	\$ -			\$ -			\$ -			\$ -			\$ -	17	\$ -		
250701	\$ -	4		\$ -	4		\$ -	5		\$ -	4		\$ -	66	\$ -		
250640	\$ -			\$ -			\$ -			\$ -			\$ -	5	\$ -		
250302	\$ -	3		\$ -	4		\$ -	5		\$ -	6		\$ -	57	\$ -		
250000	\$ -	7		\$ -	7		\$ -	7		\$ -	7		\$ -	77	\$ -		
250504	\$ -	11		\$ -	10		\$ -	9		\$ -	13		\$ -	107	\$ -		
250501	\$ -	6		\$ -	5		\$ -	6		\$ -	6		\$ -	79	\$ -		
250150	\$ -	14		\$ -	15		\$ -	15		\$ -	15		\$ -	146	\$ -		
251050	\$ -	9		\$ -	10		\$ -	10		\$ -	10		\$ -	97	\$ -		
251050	\$ -			\$ -	1		\$ -			\$ -	1		\$ -	7	\$ -		
250120	\$ -			\$ -			\$ -			\$ -			\$ -	5,689	\$ -		
251070	\$ -	3		\$ -			\$ -	3		\$ -	3		\$ -	25	\$ -		
259999	\$ -	3		\$ -	2		\$ -	3		\$ -	5		\$ -	51	\$ -		
259999	\$ -	4		\$ -			\$ -	2		\$ -	6		\$ -	47	\$ -		
250101	\$ -	2001		\$ -	1964		\$ -	2774		\$ -	2048		\$ -	21,909	\$ -		
250101	\$ -	6578		\$ -	6483		\$ -	9121		\$ -	6753		\$ -	62,430	\$ -		
250100	\$ -	2		\$ -	2		\$ -	2		\$ -	2		\$ -	10,599	\$ -		
250100	\$ -	1170		\$ -	1086		\$ -	1129		\$ -	1205		\$ -	12,467	\$ -		
250101	\$ -			\$ -			\$ -			\$ -			\$ -	666	\$ -		
250101	\$ -			\$ -			\$ -			\$ -			\$ -	3,370	\$ -		
250101	\$ -			\$ -	296		\$ -	298		\$ -	318		\$ -	2,216	\$ -		
250100	\$ -	312		\$ -			\$ -			\$ -			\$ -	1,229	\$ -		
25999A	\$ -	10		\$ -	11		\$ -	9		\$ -	11		\$ -	104	\$ -		
250201	\$ -	1429		\$ -	1115		\$ -	1338		\$ -	1419		\$ -	13,263	\$ -		
250200	\$ -	62		\$ -	58		\$ -	60		\$ -	68		\$ -	606	\$ -		
WIRE TRANSFER																	
350000	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -		
350103	\$ -	18		\$ -	19		\$ -	19		\$ -	19		\$ -	207	\$ -		
350113	\$ -			\$ -			\$ -			\$ -			\$ -	1	\$ -		
350123	\$ -	4		\$ -	4		\$ -	4		\$ -	5		\$ -	42	\$ -		
350541	\$ -	1		\$ -			\$ -			\$ -			\$ -	1	\$ -		
350300	\$ -	6		\$ -	9		\$ -	10		\$ -	7		\$ -	85	\$ -		
350599	\$ -	45		\$ -	46		\$ -	46		\$ -	46		\$ -	476	\$ -		
350320	\$ -	4		\$ -	1		\$ -	1		\$ -	1		\$ -	18	\$ -		
ACCOUNT RECEIVABLE																	
200020	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -		
200120	\$ -	52		\$ -	42		\$ -	53		\$ -	47		\$ -	465	\$ -		
200209	\$ -	72		\$ -	28		\$ -	42		\$ -	163		\$ -	534	\$ -		
150310	\$ -	37		\$ -	19		\$ -	9		\$ -	22		\$ -	332	\$ -		
150030	\$ -	9		\$ -	9		\$ -	9		\$ -	9		\$ -	92	\$ -		
150322	\$ -			\$ -	3		\$ -			\$ -	8		\$ -	23	\$ -		
150322	\$ -	3		\$ -	2		\$ -	2		\$ -	3		\$ -	52	\$ -		
151099	\$ -	4347		\$ -	3557		\$ -	3524		\$ -	4560		\$ -	46,284	\$ -		
200299	\$ -			\$ -			\$ -			\$ -			\$ -	5	\$ -		
INFORMATION																	
200305	\$ -	8		\$ -	8		\$ -	8		\$ -	8		\$ -	88	\$ -		
159999	\$ -	162		\$ -	153		\$ -	148		\$ -	160		\$ -	1,660	\$ -		

AFP Code	Service Code Description	Frequency	Definition	July 2016	UNIT COST	Service Charge	August 2016	UNIT COST
400299	ONLINE SUBSCRIPTION	PER ID/ PER MONTH	CHARGED IF CLIENT IS USING ONE OR MORE TREASURY APPS	1		\$ -		
400299	IR MAINTENANCE	PER CO ID / PER MONTH	INFORMATION REPORTING MAINTENANCE	1		\$ -		
400052	PDR ACCOUNT	PER ACCOUNT / PER MONTH	MONTHLY MAINTENANCE CHARGE FOR EACH BOA (DOMESTIC OR INTERNATIONAL)	18		\$ -		
400272	PDR ITEM STORED		PER ITEM CHARGE FOR SUMMARY & DETAIL ITEMS (LOADED ONE TIME).	12,866		\$ -		
400055	CDR ACCOUNT	PER ACCOUNT / PER MONTH	MONTHLY MAINTENANCE CHARGE FOR EACH BOA (DOMESTIC OR INTERNATIONAL)	9		\$ -		
400275	ONLINE CDR ITEM STORED	PER ITEM	PER ITEM CHARGE FOR SUMMARY & DETAIL ITEMS (LOADED ONE TIME).	6,326		\$ -		
400340	ONLINE RESEARCH ITEM	PER ITEM	CHARGE WHEN USING IR RESEARCH MODULE.	87		\$ -		
400340	ONLINE RESEARCH ITEM							
400340	ONLINE PREM RESEARCH ITEM			100		\$ -		
400340	ONLINE PER IMAGE ACCESS		PER ITEM CHARGE WHEN CLICKING ON A CHECK IMAGE WITHIN STATEMENTS, IR REPORTS,	26		\$ -		
400340	ONLINE PER IMAGE ACCESS			10		\$ -		
010600	GCS TRANSACTION HISTORY	PER CALL	A PER CALL FEE FOR CLIENT SERVICES TO PROVIDE INFORMATION ON AN INDIVIDUAL			\$ -		
IMAGE								
151350	CD ROM MAINTENANCE	PER ACCOUNT	CD-ROM MONTHLY MAINTENANCE, PER ACCOUNT, FOR SOFTWARE EXPENSE, ONGOING	6		\$ -		
151353	CD ROM PER IMAGE	PER ITEM	THE PER ITEM FEE FOR EACH POSTED ITEM THAT IS BURNED ON A CD ROM.	4,276		\$ -		
151353	CD ROM DISK	PER CD ROM	PER CD FEE FOR EACH CD ROM DISK CREATED.	5		\$ -		
151351	IMAGE ARCHIVE-90 DAYS	PER ITEM	THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO	2,525		\$ -		
151350	IMAGE MAINTENANCE ONLINE	PER ACCT/GRP	THE MONTHLY MAINTENANCE FEE FOR IMAGE ACCESS VIA CASHPRO ONLINE.	1		\$ -		
151350	IMAGE MAINTENANCE ONLINE	PER ACCT/GRP	THE MONTHLY MAINTENANCE FEE FOR IMAGE ACCESS VIA CASHPRO ONLINE.	8		\$ -		
010305	DDA STATEMENT ON CD ROM	PER ACCOUNT	PER ACCOUNT PER MONTH FEE FOR PROVIDING DEMAND DEPOSIT ACCOUNT (DDA)			\$ -		
151351	IMAGE RETRIEVAL	PER ITEM	A PER ITEM CHARGE FOR EACH TIME A USER VIEWS AN IMAGE ON CASHPRO ONLINE.			\$ -		
MISCELLANEOUS								
151342	PHOTOCOPY-MANUAL			1		\$ -		
150500	NONRELATIONSHIP CUST CK CASHED	PER ITEM	A FEE ASSESSED FOR CASHING NON-CLIENT CHECKS IN BANKING CENTERS.	9		\$ -		

AFP Code	Service Charge	September 2016	UNIT COST	Service Charge	October 2016	UNIT COST	Service Charge	Nov 2016	UNIT COST	Service Charge	Dec 2016	UNIT COST	Service Charge	Jan 2017	UNIT COST	Service Charge	Feb 2017	UNIT COST
400299	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -			\$ -	1	
400299	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
400052	\$ -	18		\$ -	18		\$ -	18		\$ -	19		\$ -	19		\$ -	19	
400272	\$ -	11686		\$ -	11670		\$ -	11044		\$ -	12346		\$ -	10403		\$ -	10892	
400055	\$ -	9		\$ -	9		\$ -	9		\$ -	9		\$ -	9		\$ -	9	
400275	\$ -	5480		\$ -	5326		\$ -	5796		\$ -	6252		\$ -	4819		\$ -	5362	
400340	\$ -	140		\$ -	285		\$ -	469		\$ -	218		\$ -	421		\$ -	184	
400340											100		\$ -	100		\$ -	100	
400340	\$ -	100		\$ -	100		\$ -	100		\$ -			\$ -			\$ -		
400340	\$ -	18		\$ -	17		\$ -	32		\$ -	19		\$ -	38		\$ -	13	
400340	\$ -	10		\$ -	10		\$ -	10		\$ -	10		\$ -	10		\$ -	10	
010600	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
IMAGE																		
151350	\$ -	6		\$ -	6		\$ -	6		\$ -	6		\$ -	7		\$ -	7	
151353	\$ -	4441		\$ -	4082		\$ -	4755		\$ -	4198		\$ -	3996		\$ -	3797	
151353	\$ -	5		\$ -	5		\$ -	5		\$ -	5		\$ -	6		\$ -	6	
151351	\$ -	3073		\$ -	2857		\$ -	2899		\$ -	2841		\$ -	2948		\$ -	2549	
151350	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	1	
151350	\$ -	8		\$ -	8		\$ -	8		\$ -	9		\$ -	9		\$ -	9	
010305	\$ -			\$ -			\$ -			\$ -			\$ -	1		\$ -	1	
151351	\$ -	1		\$ -			\$ -	3		\$ -	1		\$ -			\$ -	1	
MISCELLANEOUS																		
151342	\$ -	2		\$ -	4		\$ -	4		\$ -			\$ -	2		\$ -	1	
150500	\$ -	11		\$ -	10		\$ -	16		\$ -	13		\$ -	12		\$ -	11	
	\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		
	\$ 9,210.23			\$ 6,985.45			\$ 5,668.64			\$ 3,996.93			\$ 3,129.51			\$ 3,787.25		
	\$ 9,210.23			\$ 6,985.45			\$ 5,668.64			\$ 3,996.93			\$ 3,129.51			\$ 3,787.25		

AFP Code	Service Charge	Mar 2017	UNIT COST	Service Charge	Apr 2017	UNIT COST	Service Charge	May 2017	UNIT COST	Service Charge	June 2017	UNIT COST	Service Charge	QUANTITY	\$\$
400299	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	10	\$ -
400299	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
400052	\$ -	19		\$ -	19		\$ -	19		\$ -	19		\$ -	205	\$ -
400272	\$ -	11663		\$ -	13163		\$ -	10303		\$ -	11694		\$ -	127,730	\$ -
400055	\$ -	9		\$ -	9		\$ -	9		\$ -	9		\$ -	99	\$ -
400275	\$ -	5375		\$ -	6660		\$ -	5808		\$ -	6108		\$ -	63,312	\$ -
400340	\$ -	197		\$ -	520		\$ -	132		\$ -	42		\$ -	2,695	\$ -
400340	\$ -	100		\$ -	100		\$ -	100		\$ -	100		\$ -	700	\$ -
400340	\$ -			\$ -			\$ -			\$ -			\$ -	400	\$ -
400340	\$ -	65		\$ -	36		\$ -	32		\$ -	51		\$ -	347	\$ -
400340	\$ -	10		\$ -	10		\$ -	10		\$ -	10		\$ -	110	\$ -
010600	\$ -			\$ -	1		\$ -			\$ -			\$ -	1	\$ -
IMAGE															
151350	\$ -	7		\$ -	7		\$ -	7		\$ -	7		\$ -	72	\$ -
151353	\$ -	4222		\$ -	3941		\$ -	3570		\$ -	3971		\$ -	45,249	\$ -
151353	\$ -	6		\$ -	6		\$ -	6		\$ -	6		\$ -	61	\$ -
151351	\$ -	2841		\$ -	2743		\$ -	1839		\$ -	2488		\$ -	29,603	\$ -
151350	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	11	\$ -
151350	\$ -	9		\$ -	9		\$ -	9		\$ -	9		\$ -	95	\$ -
010305	\$ -	1		\$ -	1		\$ -	1		\$ -	1		\$ -	6	\$ -
151351	\$ -	4		\$ -			\$ -			\$ -			\$ -	10	\$ -
MISCELLANEOUS															
151342	\$ -	1		\$ -	2		\$ -	5		\$ -	3		\$ -	25	\$ -
150500	\$ -	15		\$ -	10		\$ -	12		\$ -	7		\$ -	126	\$ -
	\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
	\$ 2,870.99			\$ 3,109.44			\$ 2,950.21			\$ 2,491.23			\$ 2,861.31		\$ 51,233.12
	\$ 2,870.99			\$ 3,109.44			\$ 2,950.21			\$ 2,491.23			\$ 2,861.31		\$ 51,233.12



Wells Fargo Treasury Management Proposal

Washoe County

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
Image Delivery				
64104	151350	IFI MAINTENANCE PER PRODUCT	Customer ID	50.00000
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	Image	0.01500
27707	400340	CEO SEARCH	Inquiry	0.50000
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	Image retrieved	0.05000
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	Company	25.00000
22015	151353	WELLSIMAGE PAID CHECK PER CD	CD ROM	15.00000
64112	109999	IFI DEPOSITED ITEM - IMAGE	Image	0.02000
ACH Fraud Filter				
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	Account	5.00000
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	Transaction filtered	2.50000
ACH Origination				
ES280	250000	ACH MONTHLY BASE	Subscription	15.00000
ES210	250102	ACH TWO DAY ITEM	Transaction	0.02000
ES216	250102	ACH SAME DAY	Transaction	0.03500
ES206	250120	ACH ORIGINATED - ADDENDA REC	Addenda record	0.02000
ES362	250311	ACH RETURN ITEM - DISHONORED	Transaction	0.05000
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	Batch/file	2.00000
ES801	250501	ACH TRANSMISSION CHARGE	Batch/file	2.00000
ES237	250710	ACH FAX SERVICE	Page	1.00000
ES230	250620	ACH DELETE - ITEM	Delete	2.00000
ES481	250302	ACH NOC - INFO REPORTING ADVICE	Transaction	0.15000
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	Account/company ID	25.00000
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE	Return	5.00000
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	Inquiry	0.00000
ACH Receive				
ES344	250202	ACH RECEIVED ITEM	Transaction	0.02500
ES349	250220	ACH RECEIVED ADDENDA	Addenda record	0.00000
Account Reconciliation				
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM	Check paid	0.02000
12061	200020	ARP MONTHLY BASE - PARTIAL	Account	25.00000
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	Account	10.00000
34337	200201	CEO CHECK ISSUES-ITEM	Check issued	0.02000
12604	200306	ARP OPTIONAL REPORTS	Report	7.50000
12430	200301	ARP OUTPUT - TRANSMISSION	Transmission	4.00000
12694	200100	OUTGOING TRANSMISSION - PER ITEM	Item reported	0.02500
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	Transaction	0.02500
Branch Services				
CK161	100006	CASH DEPOSITED IN WF BRANCH	Dollar	0.00075
CK199	10001A	POST VERIFY CASH DEP IN WF BRANCH	Dollar	0.00075
CK197	100040	CASH ORDER FEE IN A WF BRANCH	Transaction	5.00000
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	Coin roll	0.15000
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	Dollar	0.00075
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	Check cashed	0.00000
08052	100006	BRANCH DEPOSIT	Deposit	0.30000
22723	10001A	BRANCH DEPOSIT POST VERIFY	Deposit bag	0.00000
22812	019999	NON ACCT HOLDER CHK CASHING - PAYEE	Check cashed	0.00000

WF Code	AFP Code	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
Cash Vault				
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	Deposit	0.20000
08506	100520	CASH VAULT ADJ ADVICE - FAX	Advice/notification	1.00000
08504	100520	CASH VAULT ADJ ADVICE - US MAIL	Advice/notification	1.50000
08188	100142	CASH VAULT CASH ORDER-STANDING INST	Cash order	1.00000
08070	100112	CASH VAULT COIN DEP-SUBJ TO COUNT	Coin bag	12.00000
08110	100144	CASH VAULT COIN FURNISHED - ROLLED	Coin roll	0.07500
08400	100148	CASH VAULT CURRENCY FURN-NONSTD	Dollar	0.00070
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	Dollar	0.00050
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT	Adjustment	10.00000
08130	100106	CASH VAULT DEPOSIT CONDITIONING	Dollar	0.00190
08360	100701	CASH VAULT DEPOSIT REPORT-FAX	Report	150.00000
08008	100110	VAULT DEPOSITED COIN - ROLLED	Coin roll	0.06000
08416	100199	CASH VAULT CURRENCY FURNISHED	Dollar	0.00070
08132	100100	CASH VAULT MONTHLY BASE	Location	10.00000
08174	100100	CASH VAULT DEPOSIT CASH AND CHECK	Deposit	0.50000
Desktop Deposit/Electronic Check				
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	Check deposited	0.02500
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM	Check deposited	0.03500
General Account Services				
22051	010000	ACCT MAINTENANCE	Account	8.00000
CK021	010100	DEBITS POSTED	Debit	0.03500
CK191	010310	DDA STATEMENT - FREQUENT CYCLE	Statement	10.00000
22990	401001	PHOTOCOPY CUSTOMER SERVICE - ITEM	Photocopy	15.00000
CK018	250201	ELECTRONIC CREDITS POSTED	Credit	0.02500
CK049	010310	DDA STATEMENT - PAPER	Statement	0.00000
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	Statement	0.00000
08025	100015	MISCELLANEOUS CREDITS POSTED	Transaction	0.30000
12697	15133Z	DDA STATEMENT W/IMAGE CLASSIC-ITEM	Image	0.04000
CK184	010610	DDA STATEMENT PHOTOCOPY	Photocopy	12.00000
General Disbursement Services				
CK051	150420	STOP PAYMENT	Stop payment	12.00000
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	4.00000
12677	150300	MICR CHECK REJECTS >1% THROUGH 2%	Reject	0.00000
12671	150420	STOP PAYMENT - OPERATOR ASSISTED	Stop payment	12.00000
22202	150100	DDA CHECKS PAID	Check paid	0.02000
12678	150300	MICR CHECK REJECTS OVER 2%	Reject	0.00000
12676	150300	MICR CHECK REJECTS THROUGH 1%	Reject	0.00000
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	Account	0.60000
Global Check Clearing				
IL151	609999	DEPOSITED CHECK ON FOREIGN BANK	Check deposited	5.00000
Incoming Wire Transfers				
ES030	350300	WIRE IN - DOMESTIC	Transfer	2.50000
Information Reporting				
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL	Email	0.25000
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	Item reported	0.02000
34120	400055	CEO INTRADAY REPORTING MAINTENANCE	Account	20.00000
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED	Item loaded	0.02000
34100	400052	CEO PREV DAY REPORTING MAINTENANCE	Account	20.00000
34252	400800	INFO REPORTING HISTORY STORAGE 90	Item loaded	0.02000

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
MSC-TM				
03303	050410	WLBX PKG US MAIL DELIVERY	\$ pass through	1.00000 *
03306	050413	WLBX PKG COURIER DELIVERY	\$ pass through	2.50000
48340	050410	WTLBX FIRST CLASS POSTAGE PKG	\$ pass through	1.00000
22222	150810	PRINTING & SUPPLIES-VENDOR	Account	0.01000
Paper Checks Deposited				
001	100220	DEPOSITED CHECKS - ON US	Check deposited	0.02500
002	100225	DEPOSITED CHECK	Check deposited	0.02500
321	100220	DEPOSITED CHECKS LBX - ON US	Check deposited	0.02500
322	100225	RETAIL LOCKBOX - DEPOSITED CHECK	Check deposited	0.02500
Positive Pay				
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	Check returned	10.00000
12682	150120	POSITIVE PAY ONLY - ITEM	Check issued	0.03000
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	Account	30.00000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	Exception	5.00000
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	Image retrieved	0.20000
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	Check	0.00000
12907	150030	POSITIVE PAY MONTHLY BASE	Account	10.00000
Returned Items				
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	Transaction	3.50000
CK061	100400	RETURN ITEM - CHARGEBACK	Transaction	1.50000
CK084	100430	RETURN ITEM WITH MAKER NAME	Transaction	0.12000
CK075	100402	RETURN ITEM REDEPOSITED	Transaction	0.60000
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	Account	7.50000
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	Transaction	0.25000
USD Account Services				
G1013	F60120	CUSTOMER SERVICE INVESTIGATION	Investigation	10.00000
Wholesale Lockbox				
52035	050425	WLBX IMAGE FILE IMPORT-IMAG	Image	0.01500
48200	050020	WTLBX MONTHLY BASE	Lockbox	75.00000
48205	050401	WTLBX TRANSMISSION MONTHLY BASE	Transmission	75.00000
48220	050122	WTLBX TOTAL PAYMENTS PROCESSED	Coupon	0.20000
48307	059999	WTLBX STD ITEM PROCESSED NON SCAN	Check	0.30000
48221	050122	WTLBX MULTI PAYMENT	Coupon	0.10000
48222	050002	WTLBX PARTIAL PAYMENT	Coupon	0.04000
48241	059999	WTLBX REMIT PROCESSED EXPR MAIL	Transaction	1.50000
48244	050530	WTLBX CORRESPONDENCE / REJECTS	Envelope	0.25000
48234	050101	WTLBX IMAGING - SCANNABLE	Image produced	0.02000
48326	059999	WTLBX IMAGING NON-SCANNABLE	Image	0.02000
48249	050424	WTLBX 7 YEAR B/W IMAGE ARCHIVE	Image archived	0.02000
48318	059999	WTLBX VALUE ADDED KEYING - NON SCAN	Keystroke	0.01800
48230	050301	WTLBX DAILY DEPOSIT CUT	Deposit	1.50000
48254	05011E	WTLBX POST OFFICE RETURNED MAIL	Envelope	3.75000
48501	050401	WTBX TRANSMISSION ITEM	Remittance	0.00000
03302	050400	WLBX TRANSMISSION BASE	Lockbox	75.00000
36709	05011R	WLBX MONTHLY BASE	Lockbox	75.00000
03613	050000	WLBX REMIT PROC COURIER / WALK IN	Occurrence	10.00000
03641	050131	WLBX MULTIPLE PAYEE > 40	Remittance	0.50000
36731	050530	WLBX CORRESPONDENCE / REJECTS	Envelope	0.15000
36755	050100	WLBX STANDARD ITEM PROCESSED	Remittance	0.22000
03905	05011R	WLBX DOCUMENT SCANNED	Remittance	0.02000
36780	050600	WLBX 90 DAY ARCHIVE BW	Image archived	0.00500
36727	050600	WLBX 7 YR ARCHIVE BW	Image	0.02000
36737	05011A	WLBX CHECK PHOTOCOPY	Check	0.10000
52032	050423	WLBX IMAGE DVD	CD ROM	25.00000
52033	050423	WLBX IMAGE DVD IMAGE	Image	0.01000
36722	050405	WLBX CD ROM	CD ROM	12.00000
36723	050405	WLBX CD ROM PER IMAGE	Check	0.01000
36745	050129	WLBX VALUE ADDED KEYING	Keystroke	0.00600
36606	05011F	WLBX PAPER RETURN	Transaction	0.06000
36724	050301	WLBX DAILY DEPOSIT CUT	Deposit	1.00000

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
03073	050331	WLBX CUSTOM / DUPLICATE REPORT	Report	5.00000
36732	05011P	WLBX RESTRICTIVE/SPECIAL PROCESSING	Transaction	0.20000
03231	059999	WLBX CUSTOM PROCESSING	\$ pass through	0.85000
36739	0501IE	WLBX POST OFFICE RETURNED MAIL	Transaction	2.50000
34222	05031Z	LOCKBOX CEO SUBSCRIPTION PER ITEM	Item accessed	0.04000
48267	050413	WTLBX REMIT PROC COURIER/WALK-IN	Occurrence	30.00000
48236	050127	WTLBX MICR DATA CAPTURE	Check	0.00700
48317	059999	WTLBX MICR CAPTURE NON-SCANNABLE	Check	0.00500
48261	050600	WLBX 90 DAY B/W IMAGE	Image archived	0.01000
48212	05011A	WTLBX CHECK PHOTOCOPY	Check	0.30000
<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
48237	050129	WTLBX VALUE - ADDED KEYING	Keystroke	0.01800
48316	059999	WTLBX PAPER RETURN - NON SCAN	Transaction	0.04700
48211	050101	WTLBX CHECK REVIEW	Check	0.24000
34220	05031Z	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	Account	25.00000
Wires Origination and Reporting				
ES141	350120	WIRE BOOK TRANSFER - CEO	Transfer	1.00000
ES139	350100	WIRE OUT DOMESTIC - CEO	Transfer	2.50000
ES147	350113	WIRE OUT XBDR USD - CEO	Transfer	12.00000
18031	350541	WIRE OUT REPAIR SURCHARGE	Exception	5.00000
Other Non TM				
IAMTH	000230	RECOUPMENT MONTHLY	Deposit assessment	0.12750
Sweep				
34110	450405	SWEEP ACCOUNT POSITION REPORT	Sweep master account	40.00000
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	Statement	0.00000
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	Account	250.00000
Setup Charges				
64100	151357	IFI SETUP PER PRODUCT	Customer ID	0.00000
06094	251001	ACH FRAUD FILTER - SET UP	Account	0.00000
12022	200410	ARP SET UP - PARTIAL	Account	100.00000
48271	050801	WTLBX SET UP FEE	Occurrence	0.00000
03850	050138	WLBX SET UP	Lockbox	0.00000
03082	050137	WLBX PROGRAMMING	Hour	60.00000
36774	050020	WLBX PO BOX ANNUAL RENTAL	Lockbox	225.00000
48240	050137	WTLBX PROGRAMMING CHARGES	Hour	60.00000
48258	050002	WTLBX PO BOX RENTAL/ANNUAL	Lockbox	225.00000

Balances and ECR may also be applied against Balance Based Setup Charges.

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Zero Volume Elements - Elements with zero volume are not included in the estimated monthly analysis fee but are included for disclosure purposes.

03040, 03041, 03082, 03083, 03100, 03102, 03131, 03201, 03211, 03611, 03711, 06092, 06511, 08062, 08063, 08064, 08066, 08067, 08071, 08072, 08115, 08116, 08124, 08174, 08182, 08189, 08190, 08192, 08196, 08351, 08354, 08357, 08363, 08366, 08374, 08377, 08502, 08505, 08630, 09633, 12021, 12023, 12060, 12377, 12379, 12430, 12601, 12602, 12604, 12609, 12676, 12678, 12684, 12694, 12707, 12813, 12815, 12907, 12908, 18030, 18326, 18602, 18603, 18901, 22002, 22010, 22011, 22012, 22017, 22019, 22063, 22222, 22225, 22235, 22245, 22421, 22962, 322, 34122, 34211, 34212, 34213, 34222, 34250, 34251, 34253, 34285, 34286, 34336, 34337, 34340, 34342, 34375, 34376, 34377, 34420, 34421, 34702, 36707, 36712, 36713, 36714, 36728, 36742, 36774, 36781, 36784, 36785, 36786, 36791, 48200, 48205, 48211, 48212, 48220, 48221, 48222, 48230, 48232, 48234, 48235, 48236, 48237, 48239, 48240, 48241, 48244, 48247, 48249, 48250, 48252, 48254, 48257, 48258, 48260, 48261, 48265, 48267, 48268, 48271, 48307, 48312, 48315, 48316, 48317, 48318, 48319, 48323, 48326, 48328, 48330, 48331, 48333, 48334, 48335, 48336, 48338, 48500, 48501, 52034, 52035, 64112, 64113, 64115, ACH1D, ACH2D, ACHYD, CK049, CK069, CK364, CK771, CS502, CS504, DS001, DS191, DS192, DS193, DS194, DS510, DS585, ES073, ES075, ES076, ES152, ES167, ES191, ES349, MD091, RC501

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

Optional Services

WF	AFP			
<u>Code</u>	<u>Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
22421	010310	SUB ACCT STATEMENT FEE	Account	10.00000
DS585	010021	SUBACCOUNT MAINTENANCE	Subaccount	5.00000
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	Account	8.00000
DS001	010021	ZERO BALANCE MONTHLY BASE	Account	8.00000
12602	010310	ARP STATEMENT - FREQUENT CYCLE	Statement	50.00000
22962	010600	BALANCE INQUIRY CUSTOMER SERV-ITEM	Call	10.00000
22063	010000	DDA STMT W/IMAGE CLASSIC-MTHLY BASE	Account	20.00000
36786	050002	WLBX CALLER BOX ANNUAL FEE	Lockbox	1.00000
03711	050136	WLBX WEEKEND TRANSMISSION BASE	Transmission	275.00000
36707	050500	WLBX ONLINE DECISION MONTHLY BASE	Lockbox	75.00000
03102	050000	WLBX REMIT PROCESSED CASH	Remittance	9.00000
03211	050131	WLBX MULTIPLE PAYEE 10-39	Remittance	0.30000
03611	050000	WLBX REMIT PROCESSED EXPR MAIL	Remittance	0.00000
36712	050127	WLBX MICR DATA CAPTURE PER LINE	Transaction	0.00700
03041	050112	WLBX ROUGH SORT 5 OR LESS	Remittance	0.00000
03040	050114	WLBX FINE SORT 6 OR MORE	Remittance	0.08000
36713	050500	WLBX ONLINE DEC EXCEPTIONS POST	Occurrence	0.10000
36714	050500	WLBX ONLINE DECISION ITEMS REJECT	Reject	2.00000
36781	050600	WLBX 90 DAY ARCHIVE COLOR	Image archived	0.01500
36728	050600	WLBX 1 YR ARCHIVE BW	Image	0.02000
36784	050600	WLBX 2 YR ARCHIVE BW	Image archived	0.01000
36791	050600	WLBX 7 YR ARCHIVE COLOR	Image archived	0.02000
03131	050000	WLBX ADDITIONAL CHECK PHOTOCOPY	Photocopy	0.40000
03201	050000	WLBX PHOTOCOPY MANUAL	Photocopy	1.50000
52034	050423	WLBX IMAGE DVD RECREATED	CD ROM	100.00000
36785	050116	WLBX MANUAL TYPING	Image archived	0.40000
03083	050000	WLBX RESEARCH	Hour	15.00000
03100	059999	WLBX SPECIAL REQUEST	\$ pass through	1.50000
36742	050134	WLBX CLOSED BOX FEE / MAIL FORWARD	Occurrence	75.00000
48239	050136	WTLBX WEEKEND REPORTING BASE	Transmission	225.00000
48330	059999	WTLBX SECURE EMAIL NOTIF MTHLY BASE	Lockbox	150.00000
48331	059999	WTLBX WLI MONTHLY BASE	Lockbox	0.00000
48333	059999	WTLBX ONLINE DECISION MTHLY BASE	Lockbox	150.00000
48252	05011L	WTLBX NON-TRUNCATE PKG PREP MO BASE	Lockbox	45.00000
48336	059999	WTLBX REMIT PROCESSED CASH	Transaction	5.00000
48323	059999	WTLBX MULTIPLE PAYEE 40 OR MORE	Transaction	0.14000
48250	050530	WTLBX OCR SCANLINE REJECTS	Coupon	0.26000
48235	050114	WTLBX ROUGH SORTS 5 OR LESS	Remittance	0.17000
48268	059999	WHTL FINE SORTS - 6 OR MORE	Transaction	0.24000
48319	059999	WTLBX ROUGH SORT 5 OR LESS-NON SCAN	Remittance	0.10000
48312	059999	WTLBX FINE SORT 6 OR MORE-NON SCAN	Remittance	0.23000
48334	059999	WTLBX ONLINE DECISION EXCEPTN POST	Transaction	0.20000
48335	059999	WTLBX ONLINE DECISION ITEMS REJECT	Reject	0.25000
48260	050600	WTLBX IMAGE 90 DAY COLOR	Image archived	0.01000
48265	050600	WLBX 7 YR COLOR IMAGE ARCHIVE	Image archived	0.02000
48247	050413	WTLBX COURIER CHARGES	\$ pass through	1.05000
48338	050133	WTLBX MULTIPLE MAILING	Lockbox	10.00000
48232	050134	WTLBX CLOSED BOX FEE/MAIL FWD	Occurrence	300.00000
48257	050899	WTLBX MARK SENSE/ADDRESS CHANGE	Coupon	0.06000
48315	059999	WTLBX RESTRICTIVE / SPEC PROCESSING	Transaction	0.35000
48328	059999	WTLBX DUPLICATE OR CUSTOM REPORT	Report	15.00000
48500	050211	WTBX MANUAL MAIL OPEN	Envelope	0.03000
09633	101010	CASH VAULT ARMORED CAR-COURIER SERV	\$ pass through	1.00000
CK771	100010	LOOSE COIN DEPOSITED IN BRANCH	Coin bag	10.00000
RC501	100416	IFI RETURNED ITEMS - IMAGE	Image	2.50000
CK364	100202	ATM CHARGES	\$ pass through	1.20000
08062	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T1	Dollar	0.00075
08063	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T2	Dollar	0.00200
08064	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T3	Dollar	0.00200
08066	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T4	Dollar	0.00075
08505	100515	CASH VAULT ADJ ADVICE - EMAIL	Advice/notification	0.00000

WF Code	AFP Code	Service Description	Charge Basis	Price
08351	100511	CASH VAULT ADJUSTMENT REPORT-EMAIL	Report	100.00000
08354	100511	CASH VAULT ADJUSTMENT REPORT-FAX	Report	150.00000
08190	100140	CASH VAULT CASH ORDER-CALL IN	Cash order	4.00000
08196	100140	CASH VAULT CASH ORDER-FAX SURCHARGE	Cash order	6.50000
08192	100143	CASH VAULT CASH ORDER-SPECIAL	Cash order	100.00000
08189	100141	CASH VAULT CASH ORDER-TOUCHTONE	Cash order	1.00000
08182	100141	CASH VAULT CASH ORDERS-CEO	Transaction	1.00000
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG	Coin bag	10.00000
08072	100113	CASH VAULT COIN DEP-STD HALF BAG	Coin bag	5.00000
08067	100113	CASH VAULT COIN DEPOSIT-STD BAG	Coin bag	3.50000
08116	100145	CASH VAULT COIN FURN-STD HALF BOX	Coin box	3.00000
08630	100147	CASH VAULT COIN FURNISHED - FED BAG	Coin bag	3.00000
08115	100146	CASH VAULT COIN FURNISHED-STD BOX	Coin box	2.50000
08124	100000	CASH VAULT CURRENCY FURN-BUNDLE	Dollar	0.00004
08357	100701	CASH VAULT DEPOSIT REPORT-EMAIL	Report	100.00000
08363	100700	CASH VAULT ORDER REPORT-EMAIL	Report	100.00000
08366	100700	CASH VAULT ORDER REPORT-FAX	Report	150.00000
08374	100701	CASH VAULT TRANS RECAP RPT-EMAIL	Report	100.00000
08377	100701	CASH VAULT TRANS RECAP RPT-FAX	Report	150.00000
08502	100701	COUNTERFEIT ACTIVITY REPORT-EMAIL	Subscription	100.00000
DS193	150299	PAYEE VALIDATION CUSTOM MTHLY BASE	Account	50.00000
DS192	150299	PAYEE VALIDATION CUSTOM-ITEM	Check	0.04500
DS194	150299	PAYEE VALIDATION MANUAL REVIEW/ITEM	Check	0.25000
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check	0.01000
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	Image retrieved	2.50000
22225	150240	CHECK CASHING THRESHOLD MO BASE	Account	0.00000
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE	Account	0.00000
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	Account	0.00000
12813	151351	WELLSIMAGE MEDIA HISTORICAL-ITEM	Image retrieved	0.14000
22012	151353	WELLSIMAGE - SETUP ADDL ACCT	Account	0.00000
22019	151353	WELLSIMAGE PAID CHECK DELUXE-ITEM	Image	0.00750
22017	151353	WELLSIMAGE PAID CHECK DVD	CD ROM	75.00000
22011	151353	WELLSIMAGE SET UP - 1ST ACCT	Account	0.00000
64115	151353	WELLSIMAGE RECREATE	CD ROM	100.00000
12601	200325	ARP DUPLICATE STATEMENT	Statement	35.00000
12377	200201	ARP FULL RECON-ITEM	Check issued	0.02000
12060	200010	ARP MONTHLY BASE - FULL	Account	10.00000
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY	Statement	20.00000
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	Account	20.00000
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	Check issued	0.01500
12021	200410	ARP SET UP - FULL	Account	0.00000
12023	200410	ARP SETUP - DEPOSIT LOCATION RPTG	Account	0.00000
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	Item accessed	0.02000
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	ACH company ID	10.00000
34377	250000	ACH PAYMENTS BASE FEE	Company ID	25.00000
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM	Transaction	0.10000
ACHYD	250102	ACH PAYMENTS SAME DAY ITEM	Transaction	0.25000
34376	251120	ACH PAYMENTS SET UP FEE	Setup	0.00000
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM	Transaction	0.07000
34375	251120	CEO ACH ORIG NEW CO ID SETUP	Setup	75.00000
06092	251001	ACH ORIGINATION NEW COMP ID-SET UP	Setup	0.00000
ES073	359999	WIRE MONTHLY DDA BASE - VOICE	Account	5.00000
ES167	359999	WIRE SECURITY PIN MONTHLY BASE	Account	1.50000
ES191	350320	WIRE IN VIA CORRESPONDENT BK-USD/FX	Transfer	5.00000
ES076	350310	WIRE IN XBDR - USD OR FX	Transfer	7.00000
ES152	350115	WIRE OUT SWIFT XBDR FX	Transfer	18.00000
18901	350115	WIRE OUT XBDR FX - CEO	Transfer	12.00000
ES075	350551	WIRE TEMPLATE STORAGE MONTHLY BASE	Instruction	0.03000
18603	350580	WIRE CANCELLED	Transaction	0.00000
18030	350330	WIRE IN REPAIR SURCHARGE	Exception	5.00000

WF <u>Code</u>	AFP <u>Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
18602	350560	WIRE INVESTIGATION	Investigation	55.00000
18326	359999	WIRE OUT - RETURNED TO ORIGINATOR	Transfer	0.00000
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	Transaction	0.03000
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE	Account	25.00000
34213	400340	CEO INTRADAY WIRE ITEM HYPERLINK	Inquiry	0.00000
34286	400271	CEO PREV DAY EXT DETAIL ITEMS RPTD	Item reported	0.00000
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM	Inquiry	1.00000
34702	400055	CFA ACCT MONTHLY BASE	Account	25.00000
34122	400234	CFA INFO REPORTING INTRADAY/ITEM	Transaction	0.30000
34253	400800	INFO REPORTING HISTORY STORAGE 120	Item loaded	0.02500
34250	400800	INFO REPORTING HISTORY STORAGE 30	Item loaded	0.01000
34251	400800	INFO REPORTING HISTORY STORAGE 60	Item loaded	0.01000
CS502	400002	BAI MONTHLY BASE	Account	20.00000
CS504	400221	BAI TRANSACTIONS REPORTED	Item reported	0.01500
22010	400221	ELECTRONIC BANK STATEMENT TRANS ITM	Item reported	0.08500
22002	400002	ELECTRONIC BANK STMT MONTHLY BASE	Account	100.00000
64113	400830	IFI CUSTOM PROGRAMMING - HOUR	Hour	0.00000
34211	400832	WIRE INACTIVE TEMPLATE - CEO	Occurrence	0.00000



Wells Fargo Element Definitions

Washoe County

Definition of each element

WF	AFP	Description
Code	Code	
IAMTH	000230	RECOUPMENT MONTHLY Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
22051	010000	ACCT MAINTENANCE Monthly maintenance charge for DDA with non return of checks (CheXstor) - one account statement included
22421	010310	SUB ACCT STATEMENT FEE Charge for providing supplemental Sub Acct statement
DS585	010021	SUBACCOUNT MAINTENANCE Monthly charge per subaccount.
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT Monthly account maintenance fee for ZBA Master accounts.
DS001	010021	ZERO BALANCE MONTHLY BASE Per account charge for Zero and Target Balance accounts.
CK021	010100	DEBITS POSTED Per item charge for debit items, other than checks or drafts, posted to an account.
CK049	010310	DDA STATEMENT - PAPER Charge for paper bank statement on Demand Deposit Account.
CK191	010310	DDA STATEMENT - FREQUENT CYCLE Charge for each DDA account statement generated beyond one per month
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER Charge for receiving a paper analysis statement for each customer.
CK184	010610	DDA STATEMENT PHOTOCOPY Per item charge for photocopy of bank statement request received in Customer Service.
12602	010310	ARP STATEMENT - FREQUENT CYCLE Charge for each paper ARP account statement generated beyond one per month
22962	010600	BALANCE INQUIRY CUSTOMER SERV-ITEM Per item charge for balance information provided by customer service
22063	010000	DDA STMT W/IMAGE CLASSIC-MTHLY BASE Monthly fee for DDA statement with images. Classic design = 10 images per page - front of check only.
22812	019999	NON ACCT HOLDER CHK CASHING - PAYEE This charge is for non customers cashing checks drawn on Wells Fargo Bank. Payee pays for the full fee. This is a no price/ no print element. Per Finance this is a cost only element.
03850	050138	WLBX SET UP One time set-up fee for new lockboxes
03082	050137	WLBX PROGRAMMING Wholesale lockbox per hour charge for programming
36786	050002	WLBX CALLER BOX ANNUAL FEE Wholesale lockbox caller box annual fee with the United States Post Office
36774	050020	WLBX PO BOX ANNUAL RENTAL Wholesale LBX annual rental fee per unique zip box. Charged in April.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
03302	050400	WLBX TRANSMISSION BASE Wholesale lockbox monthly charge for transmission of accounts receivable information.
03711	050136	WLBX WEEKEND TRANSMISSION BASE Monthly charge for weekend transmissions of detailed remittance information. Customer will be charged a volume of 1 for a Saturday or Sunday transmission. Customer will be charged a volume of 2 for Saturday and Sunday transmissions.
36707	050500	WLBX ONLINE DECISION MONTHLY BASE Monthly maintenance fee per box for online exception processing (Online Decisioning).
36709	05011R	WLBX MONTHLY BASE Monthly wholesale lockbox maintenance fee
03102	050000	WLBX REMIT PROCESSED CASH Wholesale lockbox per occurrence charge for processing remittances received with cash.
03211	050131	WLBX MULTIPLE PAYEE 10-39 Per item charge for comparing payee to payee list when customer submits 10-39 acceptable payees
03611	050000	WLBX REMIT PROCESSED EXPR MAIL Wholesale lockbox per transaction charge for processing remittances received via accountable mail (express, courier or certified) same day received. Item must be received by 12:00PM local time and customer deadline window must be at least 2 hours
03613	050000	WLBX REMIT PROC COURIER / WALK IN Wholesale Lockbox per occurrence charge for processing remittances that have been walked in or sent by courier to the site
03641	050131	WLBX MULTIPLE PAYEE > 40 Per item charge for comparing payee to payee list when customer submits 40 or more acceptable payees
36712	050127	WLBX MICR DATA CAPTURE PER LINE Per MICR line fee if capturing for transmission/report.
36731	050530	WLBX CORRESPONDENCE / REJECTS Wholesale lockbox item rejected as unprocessable and/or correspondence item
36755	050100	WLBX STANDARD ITEM PROCESSED Per item charge for processing wholesale lockbox remittances.
03041	050112	WLBX ROUGH SORT 5 OR LESS Wholesale Lockbox per item charge for sorting items processed into 5 or less sorts
03040	050114	WLBX FINE SORT 6 OR MORE Per item charge for sorting items processed into 6 or more sort groups
36713	050500	WLBX ONLINE DEC EXCEPTIONS POST Per item fee for each exception posted to the online portal for review and decisioning.
36714	050500	WLBX ONLINE DECISION ITEMS REJECT Fee assessed per item for each check presented to the client and subsequently rejected by the client via Online Decision.
03905	05011R	WLBX DOCUMENT SCANNED Fee to image LBX checks & documents. Applies to all delivery channels (CEO, IFI, Media) but charged only once. Each front is counted as one image and each back is counted as one image
36780	050600	WLBX 90 DAY ARCHIVE BW Wholesale lockbox per image fee to store black and white images of checks and remittances for 90 days
36781	050600	WLBX 90 DAY ARCHIVE COLOR Wholesale lockbox per image fee to store color images of checks and remittances for 90 days
36728	050600	WLBX 1 YR ARCHIVE BW Per image fee to store black and white images of checks and remittances for 1 year.
36784	050600	WLBX 2 YR ARCHIVE BW Wholesale lockbox per image fee to store black and white images of checks and remittances for 2 years
36727	050600	WLBX 7 YR ARCHIVE BW Per image fee to store black and white images of checks and remittances for 7 years.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
36791	050600	WLBX 7 YR ARCHIVE COLOR Wholesale lockbox per image fee to store color images of checks and remittances for 7 years
36737	05011A	WLBX CHECK PHOTOCOPY Photocopy of original check provided in the daily remittance package
03131	050000	WLBX ADDITIONAL CHECK PHOTOCOPY Per item charge for an additional automated photocopy of a check
03201	050000	WLBX PHOTOCOPY MANUAL Per item charge for a manual photocopy of checks, invoices, and other remittance documents
52032	050423	WLBX IMAGE DVD Charge for each DVD produced for a customer. DVD's may be defined at the lockbox level depending upon the customer set up of optional data entry fields.
52033	050423	WLBX IMAGE DVD IMAGE Volume of images captured on each calendar month DVD from the Wholesale Lockbox service.
52034	050423	WLBX IMAGE DVD RECREATED Non-recurring charge for additional copies of a customers DVD, does not include original DVD count or normal duplicate copies.
36722	050405	WLBX CD ROM Per CD charge for customers receiving lockbox images via CD ROM
36723	050405	WLBX CD ROM PER IMAGE Number of documents imaged and included on a customer's CD Rom.
52035	050425	WLBX IMAGE FILE IMPORT-IMAG Volume of images transmitted from the lockbox to the customer for storage on their internally managed archive or using the WellsImage Viewer software. Each front is counted as one image and each back is counted as one image.
36745	050129	WLBX VALUE ADDED KEYING Fee per keystroke or character captured and delivered to the customer from a check, invoice or envelope.
36606	05011F	WLBX PAPER RETURN Wholesale Lockbox per document fee for returning all paper attachments including the envelope except the check that are received for an image lockbox. The paper is not re-associated.
03303	050410	WLBX PKG US MAIL DELIVERY Wholesale lockbox postage related to the outgoing remittance package
03306	050413	WLBX PKG COURIER DELIVERY Per delivery charge for preparation of outgoing remittance information delivered via courier
36724	050301	WLBX DAILY DEPOSIT CUT Wholesale LBX fee assessed for each daily deposit cut.
03073	050331	WLBX CUSTOM / DUPLICATE REPORT Wholesale Lockbox fee for mailing additional hard copy reports or custom report. Fee is per box / per report / per day
36732	05011P	WLBX RESTRICTIVE/SPECIAL PROCESSING Per item charge for the process of reviewing invoice information against unique criteria. Eg. Stamping specific information on the face of a check, invoice or envelope as directed by a customer or special review to not accept a payee.
36785	050116	WLBX MANUAL TYPING Wholesale lockbox per item fee to manually identify a check and the associated white paper included in the transaction as an invoice or correspondence
03083	050000	WLBX RESEARCH Per hour charge for research requests
03100	059999	WLBX SPECIAL REQUEST Miscellaneous charges associated with lockbox processing
03231	059999	WLBX CUSTOM PROCESSING Per item charge for non-standard or exception processing
36739	0501IE	WLBX POST OFFICE RETURNED MAIL Fee assessed when lockbox is used for return mail from the post office.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
36742	050134	WLBX CLOSED BOX FEE / MAIL FORWARD Fee to forward mail on a closed box. Standard is three months, so the volume for this Element ID in the month it closes will be "3". More than 3 months requires product approval.
48271	050801	WTLBX SET UP FEE Wholesale lockbox one-time fee to setup new wholesale lockbox
34222	05031Z	LOCKBOX CEO SUBSCRIPTION PER ITEM Per Item accessed charged - per detail transaction (i.e. Deposits on the Availability report and Individual checks on the Detail report).
48240	050137	WTLBX PROGRAMMING CHARGES Wholesale lockbox fee for programming to meet customer requirements on new lockbox setup or modification to existing lockbox. Fee is per hour of programming
48258	050002	WTLBX PO BOX RENTAL/ANNUAL Annual rental fee per unique zip box.
48200	050020	WTLBX MONTHLY BASE Monthly wholesale lockbox maintenance fee
48205	050401	WTLBX TRANSMISSION MONTHLY BASE Wholesale lockbox monthly fee for transmission of data file. Fee is per month, per transmission, per lockbox.
48239	050136	WTLBX WEEKEND REPORTING BASE Wholesale lockbox monthly fee for weekend reporting and/or transmissions of detailed remittance information. Monthly volume of 1 for a Saturday or Sunday transmission. Volume of 2 for Saturday AND Sunday transmissions
48330	059999	WTLBX SECURE EMAIL NOTIF MTHLY BASE Wholesale lockbox monthly fee to provide lockbox deposit information during current day via secured email
48331	059999	WTLBX WLI MONTHLY BASE Wholesale lockbox monthly fee for maintenance of image archive
48333	059999	WTLBX ONLINE DECISION MTHLY BASE Wholesale lockbox monthly fee for maintenance of online exception processing OLD
48252	05011L	WTLBX NON-TRUNCATE PKG PREP MO BASE Wholesale LBX Lockbox Monthly fee per box to prepare daily remittance packages for clients who require the return of their check photocopies and original remittance documents.
48220	050122	WTLBX TOTAL PAYMENTS PROCESSED Wholesale lockbox fee to process transactions received with scannable coupon. Volume equals the sum total of single, matched payments, multiple payments and partial payments
48307	059999	WTLBX STD ITEM PROCESSED NON SCAN Wholesale lockbox per item fee to process remittances received as non-scannable transactions
48221	050122	WTLBX MULTI PAYMENT Wholesale lockbox surcharge fee to process scannable transactions which include multiple checks and / or multiple coupons in the transaction.
48222	050002	WTLBX PARTIAL PAYMENT Wholesale lockbox surcharge fee to process scannable transactions which include partial payments; amount of check does not equal amount due on coupon
48336	059999	WTLBX REMIT PROCESSED CASH Wholesale lockbox fee for handling remittances received with cash
48241	059999	WTLBX REMIT PROCESSED EXPR MAIL Wholesale lockbox fee to process remittances received via accountable mail (express, courier or certified) same day received. Item must be received by 12:00PM local time and customer deadline window must be at least 2 hours. Fee is per transaction.
48267	050413	WTLBX REMIT PROC COURIER/WALK-IN Wholesale lockbox fee for processing remittances received at the lockbox site as walk in payments either from the customer or courier. Fee is per transaction included in courier package
48236	050127	WTLBX MICR DATA CAPTURE Wholesale lockbox fee to capture check MICR line for scannable transactions. MICR line data is included in customer data transmission file and/or report

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
48317	059999	WTLBX MICR CAPTURE NON-SCANNABLE Wholesale lockbox fee to capture check MICR line for non-scannable transactions. MICR line data is included in customer data transmission file and/or report
48323	059999	WTLBX MULTIPLE PAYEE 40 OR MORE Wholesale LBX per item charge for comparing payee to payee list when customer submits 40 or more acceptable payees
48244	050530	WTLBX CORRESPONDENCE / REJECTS Wholesale lockbox fee to out sort and forward unprocessable payments and/or correspondence items (no check included) in outgoing remittance package.
48250	050530	WTLBX OCR SCANLINE REJECTS Wholesale lockbox fee to correct and process OCR scanline rejects when reject rate exceeds 3% of volume in a given month. Fee is applied to all OCR scanline rejects
48235	050114	WTLBX ROUGH SORTS 5 OR LESS Wholesale LBX Lockbox Per item charge for sorting items processed into less than 5 sorts
48268	059999	WHTL FINE SORTS - 6 OR MORE Wholesale LBX lockbox per item charge for sorting items processed into more than 5 sorts
48319	059999	WTLBX ROUGH SORT 5 OR LESS-NON SCAN Wholesale LBX per item charge for sorting items processed into 5 or less sorts
48312	059999	WTLBX FINE SORT 6 OR MORE-NON SCAN Wholesale LBX per item charge for sorting items processed into more than 5 sorts
48334	059999	WTLBX ONLINE DECISION EXCEPTN POST Wholesale lockbox per item fee for each exception item posted to online exception process (OLD) for review, correction and/or decisioning
48335	059999	WTLBX ONLINE DECISION ITEMS REJECT Wholesale lockbox fee for each exception item posted to online exception processing (OLD) and subsequently decisions by the customer as reject, do not process
48234	050101	WTLBX IMAGING - SCANNABLE Wholesale lockbox fee to image check and coupon/document included in scannable transaction. Applies to all delivery channels (CEO, IFI, Media). The front of each item counts as one image and the back of each item counts as one image
48326	059999	WTLBX IMAGING NON-SCANNABLE Wholesale lockbox fee to image check and document included in non-scannable transaction. Applies to all delivery channels (CEO, IFI, Media). The front of each item counts as one image and the back of each item counts as one image
48261	050600	WLBX 90 DAY B/W IMAGE Wholesale lockbox per image fee to store black and white images of checks and remittances for 90 days
48260	050600	WTLBX IMAGE 90 DAY COLOR Wholesale lockbox per image fee to store color images of checks and remittances for 90 days
48249	050424	WTLBX 7 YEAR B/W IMAGE ARCHIVE Wholesale lockbox per image fee to store black and white images of checks and remittances for 7 years
48265	050600	WLBX 7 YR COLOR IMAGE ARCHIVE Wholesale lockbox per image fee to store color images of checks and remittances for 7 years
48212	05011A	WTLBX CHECK PHOTOCOPY Wholesale lockbox fee to generate paper copy of processed check received with scannable coupon
48237	050129	WTLBX VALUE - ADDED KEYING Wholesale lockbox fee to capture data from check and/or coupon for scannable transactions, Fee is per keystroke
48318	059999	WTLBX VALUE ADDED KEYING - NON SCAN Wholesale lockbox fee for data capture of information from check and/or invoice documents for inclusion in customer file and/or reports. Only non-scannable transactions are included
48316	059999	WTLBX PAPER RETURN - NON SCAN Wholesale lockbox per item fee to forward original processed payment documents in outgoing remittance package. Only non-scannable transaction documents will be included

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
48340	050410	WTLBX FIRST CLASS POSTAGE PKG Wholesale lockbox fee for mailing outgoing remittance package via US Postal service. Fee is pass thru of postage cost
48247	050413	WTLBX COURIER CHARGES Wholesale lockbox fee for preparation and delivery cost to send outgoing remittance package via courier. Fee is pass-thru amount from courier
48338	050133	WTLBX MULTIPLE MAILING Wholesale lockbox fee to provide duplicate outgoing remittance information and send to multiple locations
48230	050301	WTLBX DAILY DEPOSIT CUT Wholesale LBX lockbox fee assessed for each daily deposit cut
48211	050101	WTLBX CHECK REVIEW Wholesale lockbox fee to review check for negotiability that is received as non-scannable transaction
48232	050134	WTLBX CLOSED BOX FEE/MAIL FWD Wholesale lockbox fee to forward mail received for a closed lockbox to the client
48254	0501IE	WTLBX POST OFFICE RETURNED MAIL Wholesale lockbox fee to out-sort and forward USPS returned mail to customer. Customers are encouraged to use street address instead of post office box as return address
48257	050899	WTLBX MARK SENSE/ADDRESS CHANGE Wholesale lockbox fee to detect and outsort coupons which include mark sense in specific location to indicate change of information. Fee is per coupon processed.
48315	059999	WTLBX RESTRICTIVE / SPEC PROCESSING Wholesale lockbox per item fee for reviewing and processing invoice/coupon information following customer specific instructions
48328	059999	WTLBX DUPLICATE OR CUSTOM REPORT Wholesale lockbox fee to generate and mail additional report copy or custom report. Fee is per lockbox / per report / per day
48500	050211	WTBX MANUAL MAIL OPEN Wholesale lockbox fee to manually extract incoming mail from non-standard envelope
48501	050401	WTBX TRANSMISSION ITEM Wholesale lockbox fee associated with outgoing transmission of detailed remittance information. Fee is per remittance transaction
34220	05031Z	LOCKBOX CEO SUBSCRIPTION MTHLY BASE Monthly Maintenance charge per account for the Lockbox Availability report and per Lockbox on the Lockbox Detail report.
CK161	100006	CASH DEPOSITED IN WF BRANCH Cash deposited in Wells Fargo branch verified by teller at the time of deposit.
09633	101010	CASH VAULT ARMORED CAR-COURIER SERV Armored Car-Courier Service
08174	100100	CASH VAULT DEPOSIT CASH AND CHECK Fee for customers depositing cash and checks on one deposit.
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT Per deposit fee for cash only deposits processed
CK199	10001A	POST VERIFY CASH DEP IN WF BRANCH Cash deposited at Wells Fargo branch in tamper evident dual pouch bag post verified after deposit is made.
CK771	100010	LOOSE COIN DEPOSITED IN BRANCH Coin deposited in a Wells Fargo branch with a declared value and sent to a cash vault for processing.
CK197	100040	CASH ORDER FEE IN A WF BRANCH Per order fee for cash order in a Wells Fargo branch.
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH Per roll charge for each roll of coin furnished by a Wells Fargo branch.
CK141	100040	CURRENCY FURNISHED BY WF BRANCH Per dollar fee for currency furnished by Wells Fargo branch.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE Fee for each retrieved image of a returned item within CEO Returned Item Services
CK061	100400	RETURN ITEM - CHARGEBACK Per item fee for each deposited item that is returned and charged back to depository customer
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS Per item fee for returned items special processing instructions which include: Individual Debits vs. Lump Sum, Alternate Charge Account, Alternate Mailing Address, Courier Pickup, and/or Overnight Mail.
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE Per account fee for Special Instructions monthly base fee. Special Instructions include: Individual Debits for Items, Alternate Charge Account, Alternate Mailing Address, Courier Pickup, and/or Overnight Mail.
CK084	100430	RETURN ITEM WITH MAKER NAME Per item fee for keying maker name for each returned item
CK075	100402	RETURN ITEM REDEPOSITED Per item fee for each deposited item that has been returned by the paying back and is redeposited in an attempt to collect funds
64112	109999	IFI DEPOSITED ITEM - IMAGE Charge for each item in the index file with an associated image that the bank has created to deliver to the customer. Customer charged a volume of one for each item. Check front and back count as one item. Deposit slip front and back count as one item.
RC501	100416	IFI RETURNED ITEMS - IMAGE Charge for each returned item in the index file with an associated image that the bank has created to deliver to the customer. Customer is charged a volume of one for each item. Front and back of check are counted as one item.
CK364	100202	ATM CHARGES non standard service - ATM Charges - Product Manager Approval required
08052	100006	BRANCH DEPOSIT Per deposit fee for deposit in Wells Fargo branch balanced and verified by teller at the time of deposit.
22723	10001A	BRANCH DEPOSIT POST VERIFY Per deposit fee for Wells Fargo branch deposit made in tamper evident dual pouch bag
08062	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T1 Cash deposited in WF Stores that is prepared in a dual pouch deposit bag. Cash is post verified in a Cash Vault, not in the presence of the customer. Deposit ranging up to \$1,499.99.
08063	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T2 Cash deposited in WF Stores that is prepared in a dual pouch deposit bag. Cash is post verified in a Cash Vault, not in the presence of the customer. Deposit ranging from \$1,500 to \$2,999.99.
08064	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T3 Cash deposited in WF Stores that is prepared in a dual pouch deposit bag. Cash is post verified in a Cash Vault, not in the presence of the customer. Deposit ranging from \$3,000 to \$4,999.99.
08066	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T4 Cash deposited in WF Stores that is prepared in a dual pouch deposit bag. Cash is post verified in a Cash Vault, not in the presence of the customer. Deposit over \$5,000.
08505	100515	CASH VAULT ADJ ADVICE - EMAIL Per adjustment advice charge for adjustment detail at a location level delivered via email.
08506	100520	CASH VAULT ADJ ADVICE - FAX Per adjustment advice charge for adjustment detail at a location level delivered via fax.
08504	100520	CASH VAULT ADJ ADVICE - US MAIL Per adjustment advice charge for adjustment detail at a location level delivered via US mail.
08351	100511	CASH VAULT ADJUSTMENT REPORT-EMAIL Per report charge for a cash vault daily adjustment report delivered via e-mail.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
08354	100511	CASH VAULT ADJUSTMENT REPORT-FAX Per report charge for a cash vault daily adjustment report delivered via fax.
08190	100140	CASH VAULT CASH ORDER-CALL IN Per order charge for a custom coin/currency order placed by speaking with a vault representative
08196	100140	CASH VAULT CASH ORDER-FAX SURCHARGE Per order charge for fax orders where customers require Wells Fargo to send back a confirmation number. This is a non-standard service.
08192	100143	CASH VAULT CASH ORDER-SPECIAL Per order charge for currency/coin order placed after the deadline for next day delivery or one that requires same day delivery
08188	100142	CASH VAULT CASH ORDER-STANDING INST Per order charge for a pre-defined currency/coin order with a set delivery schedule
08189	100141	CASH VAULT CASH ORDER-TOUCHTONE Per order charge for custom currency/coin order made via touch-tone telephone
08182	100141	CASH VAULT CASH ORDERS-CEO Per order charge for a coin/currency order placed on CEO.
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG Per deposit charge for a loose coin deposit that does not conform to the Federal Reserve's specifications for a "standard bag". A partial/mixed coin bag contains either a non-standard amount of one denomination or mixed denominations.
08072	100113	CASH VAULT COIN DEP-STD HALF BAG Per deposit charge for a loose coin deposit of one denomination containing one half the number of coins in a standard bag of coin
08070	100112	CASH VAULT COIN DEP-SUBJ TO COUNT Per deposit charge for a loose coin deposit that has no declared value listed on its deposit ticket. The bank must count the coin and prepare a deposit ticket.
08067	100113	CASH VAULT COIN DEPOSIT-STD BAG Per bag charge for a loose coin deposit containing a specific number of coins of one denomination - the number of coins in a standard bag is set by the Federal Reserve. The deposit is usually verified by the weight of the bag.
08116	100145	CASH VAULT COIN FURN-STD HALF BOX Per box charge for a half box of coin which contains 25 rolls of one denomination
08630	100147	CASH VAULT COIN FURNISHED - FED BAG Per bag charge for a full bag of coin which contains 100 rolls / 2 boxes of one denomination.
08110	100144	CASH VAULT COIN FURNISHED - ROLLED Per roll charge for individual rolls of coin furnished by a WFSC vault
08115	100146	CASH VAULT COIN FURNISHED-STD BOX Per box charge for a full box of coin which contains 50 rolls of one denomination
08124	100000	CASH VAULT CURRENCY FURN-BUNDLE Currency furnished in bundles of 1000 unstrapped notes to stock ATMs. Billed per dollar ordered based on the RAU selection made at the time the order is placed
08400	100148	CASH VAULT CURRENCY FURN-NONSTD Currency furnished in straps of less than 100 bills of the same denomination by a WFSC vault. Billed on a per dollar furnished basis.
08416	100199	CASH VAULT CURRENCY FURNISHED Currency furnished in straps of 100 bills of the same denomination by a WFSC vault. Billed on a per dollar furnished basis.
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED Processing and verification charge for currency and/or coin deposited in a WFSC cash vault. Billed on a per dollar deposited basis.
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT Per adjustment charge for each adjustment made to depository account when verified cash total does not equal the declared cash total on deposit ticket.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
08130	100106	CASH VAULT DEPOSIT CONDITIONING Deposit conditioning is a preparation or clean up fee assessed to deposits that do not meet the standard deposit guidelines and requires special handling before processing.
08357	100701	CASH VAULT DEPOSIT REPORT-EMAIL Per report charge for a cash vault daily deposit report delivered via e-mail
08360	100701	CASH VAULT DEPOSIT REPORT-FAX Per report charge for a cash vault daily deposit report delivered via fax
08132	100100	CASH VAULT MONTHLY BASE Cash Vault base fee per profile active in the billing month
08363	100700	CASH VAULT ORDER REPORT-EMAIL Per report charge for a cash vault daily order report delivered via e-mail
08366	100700	CASH VAULT ORDER REPORT-FAX Per report charge for a cash vault daily order report delivered via fax
08374	100701	CASH VAULT TRANS RECAP RPT-EMAIL Per report charge for a cash vault daily recap report delivered via e-mail.
08377	100701	CASH VAULT TRANS RECAP RPT-FAX Per report charge for a cash vault daily recap report delivered via fax.
08502	100701	COUNTERFEIT ACTIVITY REPORT-EMAIL Per Subscription charge for cash vault monthly counterfeit activity report delivered via email.
08025	100015	MISCELLANEOUS CREDITS POSTED Charge for miscellaneous deposits not made through the Cash Vault or branch channels, i.e.: Bank by Mail.
08008	100110	VAULT DEPOSITED COIN - ROLLED Per roll de-wrapping fee for deposits containing coin rolls wrapped in paper or plastic
12707	100610	DEPOSIT LOCATION REPORTING - ITEM Per item charge for the reporting of deposits and deposit related transactions from multiple locations to a single account.
001	100220	DEPOSITED CHECKS - ON US Deposited paper checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank
002	100225	DEPOSITED CHECK Deposited checks drawn on U.S. banks, including Wells Fargo.
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS Charge per item for electronically deposited checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank 1210-0024-8 routing/transit number via Electronic Cash Letter.
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM Encoded electronically deposited checks deposited via Electronic Cash Letter drawn on banks in other parts of the U.S. outside the region where deposited.
321	100220	DEPOSITED CHECKS LBX - ON US Deposited checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank
322	100225	RETAIL LOCKBOX - DEPOSITED CHECK Deposited checks drawn on U.S. banks, including Wells Fargo.
DS193	150299	PAYEE VALIDATION CUSTOM MTHLY BASE Per account volume for each account flagged for custom payee validation service.
DS192	150299	PAYEE VALIDATION CUSTOM-ITEM Per check charge for each Payee Validation check reviewed over the custom dollar threshold.
DS194	150299	PAYEE VALIDATION MANUAL REVIEW/ITEM An additional charge per check for the manual review of payee names for accounts whose check images cannot be read digitally.
DS191	150122	PAYEE VALIDATION STANDARD-ITEM Per check charge for each check posted to account with payee validation services.
CK051	150420	STOP PAYMENT Per item charge for stop payments initiated via non-automated process

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
22810	150500	WF CHK CASHED FOR NONACCT HOLDER This charge is for non customers cashing checks drawn on Wells Fargo Bank. Wholesale customer (account holder) absorbs full fee and no cost is passed on to payee.
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM The charge for creating an image of each physical item requested by the customer - includes indexing by the basic MICR fields as well as posting date. Paid Checks.
22030	150412	STOP PAYMENT - AUTO RENEWAL Per item charge for automated stop payment renewal on DDA, ARP or Controlled Disbursement account.
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE Per item charge for Image Positive Pay images retrieved via CEO
22222	150810	PRINTING & SUPPLIES-VENDOR Pass thru charge from third party supply vendor (i.e., Superior Press, Harland Clarke) for check or deposit ticket printing or other vendor supplies
12677	150300	MICR CHECK REJECTS >1% THROUGH 2% Charge for processing more than 1% through 2% of the checks presented for payment that require special handling due to insufficient MICR line integrity.
12678	150300	MICR CHECK REJECTS OVER 2% Charge for processing more than 2% of the checks presented for payment that require special handling due to insufficient MICR line integrity.
12676	150300	MICR CHECK REJECTS THROUGH 1% Charge for processing up to and including 1% of the checks presented for payment that require special handling due to insufficient MICR line integrity.
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM Charge for each image retrieved from the bank's image database and delivered online < 90 days old.
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM Charge for each image viewed on -line from the bank's image archive older than 90 days
22225	150240	CHECK CASHING THRESHOLD MO BASE Charge for providing fraud control service setting maximum check cashing dollar thresholds at the branches.
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE Charge for providing fraud control service disallowing cashing of checks to individuals at the branches.
22235	150240	OTC DEBIT BLOCK MONTHLY BASE Charge for providing fraud control service disallowing over the counter withdrawals at the branches.
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD Charge for positive pay checks that are presented without matching issue information on file.
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND Per item charge for Positive Pay exception returned per customer request - includes stale-dated items that have been returned
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM Per item charge for Positive Pay Exceptions
12907	150030	POSITIVE PAY MONTHLY BASE Monthly fee per account for Positive Pay service.
12682	150120	POSITIVE PAY ONLY - ITEM Per item charge for the receipt and posting of check issue data received on Positive Pay Only accounts. Includes customer, vendor, NDM, and CEO Fraud Manager originated. PPO does not include reconciliation services.
12681	150030	POSITIVE PAY ONLY MONTHLY BASE Monthly charge for providing positive pay services on accounts that do not have Account Reconciliation services
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE Monthly per account fee when accounts are setup for the Payment Authorization Max Check \$ option.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
12671	150420	STOP PAYMENT - OPERATOR ASSISTED Per item charge for operator assisted stop payment.
12813	151351	WELLSIMAGE MEDIA HISTORICAL-ITEM Per item charge for historical paid check and lockbox images processed prior to WellsImage start date provided on CDROM or DVD.
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE Fixed monthly maintenance charge per CD/DVD setup on Paid Check WellsImage Media.
12697	15133Z	DDA STATEMENT W/IMAGE CLASSIC-ITEM Per item fee for DDA statement with images. Simple design = 10 images per page - front of check only.
22202	150100	DDA CHECKS PAID Per item charge for checks or drafts presented for payment on an account, including checks that are presented electronically.
22012	151353	WELLSIMAGE - SETUP ADDL ACCT One time setup fee for WellsImage service for paid checks for 2+ accounts in relationship
22019	151353	WELLSIMAGE PAID CHECK DELUXE-ITEM Additional charge to provide issue date and ARP miscellaneous information in addition to the standard index information for each item. Deluxe service is a premium service that provides additional information to the standard service. The deluxe service is
22017	151353	WELLSIMAGE PAID CHECK DVD Charge for each DVD produced per customer - may contain more than one account depending on volume and customer setup
22015	151353	WELLSIMAGE PAID CHECK PER CD Charge for each CD ROM produced per CD - may contain more than one account depending on volume and customer setup. Paid Checks.
22011	151353	WELLSIMAGE SET UP - 1ST ACCT One time setup fee for WellsImage service for paid checks for first account in relationship
64104	151350	IFI MAINTENANCE PER PRODUCT Monthly maintenance fee for Image File Import service per product (Posted Items, Electronic Deposits, Returned Items, Wholesale Lockbox, and Retail Lockbox) offered per customer CEO ID. This change is in lieu of a per transmission fee.
64100	151357	IFI SETUP PER PRODUCT Charge for the initial product setup on Image File Import for the effort in implementation to set up the options and preferences for a customer regardless of the number of accounts.
64115	151353	WELLSIMAGE RECREATE Charge for recreating a CDROM or DVD for paid checks
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM Per item charge for the reconciliation of each check posted to Partial ARP accounts.
34337	200201	CEO CHECK ISSUES-ITEM Per item charge for all records entered manually or imported via CEO Fraud Manager
12601	200325	ARP DUPLICATE STATEMENT Charge for generation of each duplicate Full or Partial ARP statement
12377	200201	ARP FULL RECON-ITEM Per item charge for the receipt and posting of check issue data received on Full ARP accounts. Includes items originated by customer, vendor, NDM, and CEO Fraud Manager.
12060	200010	ARP MONTHLY BASE - FULL Monthly charge per account for providing full reconciliation service
12061	200020	ARP MONTHLY BASE - PARTIAL Monthly charge per account for providing partial reconciliation service
12604	200306	ARP OPTIONAL REPORTS Charge for each ARP report produced that is not contained in the standard service package.
12430	200301	ARP OUTPUT - TRANSMISSION Per transmission charge for delivery of check reconciliation information via direct transmission, NDM or to a vendor.
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY Delivery and handling charges for each paper ARP statement mailed

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE Monthly maintenance fee for producing ARP statements and/or reports in paper format.
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM Per item charge for the receipt and posting of check issue data on Partial Positive Pay accounts. Includes items originated by customer, vendor, NDM, and CEO Fraud Manager.
12021	200410	ARP SET UP - FULL One time charge to add Full ARP services to account
12022	200410	ARP SET UP - PARTIAL One time charge to add Partial ARP services to account
12023	200410	ARP SETUP - DEPOSIT LOCATION RPTG One time surcharge to add deposit location reporting to a Partial or Full ARP account
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE Monthly base fee per account for receiving ARP statements and/or optional reports delivered via CEO in PDF format. This includes Positive Pay Only accounts receiving optional reports in PDF format.
12694	200100	OUTGOING TRANSMISSION - PER ITEM Charge for each item included on an ARP outgoing transmission. This is in addition to per file transmission and optional report fees. NOTE: this does not include volume associated with the ARP File Confirmation summary or detail report.
CK018	250201	ELECTRONIC CREDITS POSTED Per item charge for electronic and non-paper credits posted.
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM Per item(Transaction + Addenda) charge for ACH return and notification of change reporting in the ACH Return Subscription
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT Monthly Maintenance Charge per ACH Company ID for ACH Return and Notification of change reporting in the ACH Return subscription.
ES280	250000	ACH MONTHLY BASE Monthly base charge for ACH Direct Origination services.
ES210	250102	ACH TWO DAY ITEM Per item charge for originated ACH transit two day items. Volumes are received from DDAES210, DDAES214, DDAES215 and DDAES221.
ES216	250102	ACH SAME DAY Per ACH Same day originated items. Volumes are received from DDAES216 and DDAES217.
ES206	250120	ACH ORIGINATED - ADDENDA REC Per addenda record charge for remittance data in originated ACH addenda records
ES349	250220	ACH RECEIVED ADDENDA Per addenda record charge for remittance data in received ACH addenda records
ES344	250202	ACH RECEIVED ITEM Per item charged for ACH received item (credit and debit)
ES362	250311	ACH RETURN ITEM - DISHONORED Per item charge for dishonored ACH returns
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE Per item charge for processing unauthorized ACH return items to cover the NACHA Unauthorized Entry Fee.
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE Fee for each batch the customer releases to the bank for processing
ES801	250501	ACH TRANSMISSION CHARGE Per file charge for ACH transmission input
ES237	250710	ACH FAX SERVICE Per page of faxed reports
ES230	250620	ACH DELETE - ITEM Per item charge for processing manual and CEO online ACH item delete requests
34377	250000	ACH PAYMENTS BASE FEE Monthly base fee assessed for each Company ID set up on ACH Payments

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM Charge per any one day item originated through ACH Payments. The volume for this element is determined by summing elements DDA34381, DDA34382, DDA34387 & DDA34388
ACHYD	250102	ACH PAYMENTS SAME DAY ITEM Charge per any same day item originated through ACH Payments. The volume for this element is determined by summing elements DDA34379, DDA34380, DDA34385, and DDA34386
34376	251120	ACH PAYMENTS SET UP FEE One time customer set up fee for ACH Payments service
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM Charge per any two day item originated through ACH Payments. The volume for this element is determined by summing elements DDA34383, DDA34384, DDA34389, & DDA34390
34375	251120	CEO ACH ORIG NEW CO ID SETUP Setup fee for additional ACH Company Ids for the CEO ACH Payments channel
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE Monthly base charge for CEO ACH Fraud Filter Review Service.
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM Per item charge for CEO Fraud Filter Review Items (cr / dr)
ES481	250302	ACH NOC - INFO REPORTING ADVICE Per item charge for non Wells Fargo generated ACH Notice of Change - information reporting advice
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT Monthly maintenance charge per report in Treasury Information Reporting. Fee is charged per enrolled ACH Company ID for ACH Origination/Reject report. Customer is charged per enrolled account for both ACH Customer Activity and ACH Receive reports.
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM Per item charge for retrieval of detailed ACH information via hyperlink in CEO Transaction Search and CEO Treasury Information Reporting.
06094	251001	ACH FRAUD FILTER - SET UP Per account set up charge for ACH Fraud Filter Service
06092	251001	ACH ORIGINATION NEW COMP ID-SET UP New ACH COID setup charge for ACH Origination
ES073	359999	WIRE MONTHLY DDA BASE - VOICE Monthly per account maintenance for voice wire customers. This applies to any Wells Fargo US account (Hogan) that has a voice wire user set up for any reason including business continuation purposes.
ES167	359999	WIRE SECURITY PIN MONTHLY BASE Monthly maintenance per user setup with a PIN for wire initiation via the Wells Fargo Wire system Voice/ VRU wire channel.
ES030	350300	WIRE IN - DOMESTIC Incoming domestic wire sent to a Wells Fargo US account, this includes incoming wires from a Wells Fargo originated wire not designated as a book transfer.
ES191	350320	WIRE IN VIA CORRESPONDENT BK-USD/FX Incoming wire US Dollar or Foreign Currency, received from Wells Fargo correspondent relationships and subject to correspondent fees.
ES076	350310	WIRE IN XBDR - USD OR FX Incoming Cross border wire in US dollar or Foreign Currency crediting a Wells Fargo US account.
ES152	350115	WIRE OUT SWIFT XBDR FX Crossborder Foreign Currency wire initiated via the Swift network from a Wells Fargo US account processed on our Wells Fargo wire system.
18901	350115	WIRE OUT XBDR FX - CEO Outgoing cross border foreign currency wire (freeform or templated) initiated via CEO Wires settling on the Wells Fargo US account system. This element DOES NOT include USD cross-border wires.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
ES075	350551	WIRE TEMPLATE STORAGE MONTHLY BASE Monthly charge per repetitive template stored on the Wells Fargo wire system. This includes standing transfer order wires and voice wires. This does NOT include templates stored within CEO Wires.
ES141	350120	WIRE BOOK TRANSFER - CEO Wire between two WF accounts that are within one CEO ID, entitled to book transfer, and initiated via a CEO Wires book transfer workflow (i.e. select templated or freeform book transfer option, or write "book" in the payment field for imported data file)
ES139	350100	WIRE OUT DOMESTIC - CEO Outgoing domestic wire (freeform/templated/import) initiated via CEO Wires. Includes wires completed in the Create Wire screen or Create Template screen (for Wire, Drawdown, Federal Tax, or Federal Tax Bulk templates), or wires imported as a payment.
ES147	350113	WIRE OUT XBDR USD - CEO Outgoing Cross Border USD wire (freeform or templated) initiated from a Wells Fargo US account via CEO Wires. This element does not include foreign currency wires via CEO or Foreign Exchange Online (FXOL).
18603	350580	WIRE CANCELLED Per Wire Requested to be cancelled
18030	350330	WIRE IN REPAIR SURCHARGE Per wire fee for incoming repair - domestic and international wires.
18602	350560	WIRE INVESTIGATION Per wire fee per investigation which can include: tracers/recalls/returns/amendments/photocopy requests.
18326	359999	WIRE OUT - RETURNED TO ORIGINATOR Customer originated outgoing wire that wire has been returned to Wells Fargo. This is for the processing and handling associated with the incoming returned wire.
18031	350541	WIRE OUT REPAIR SURCHARGE Per wire fee for outgoing repair - domestic and international wires.
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM Treasury Information Reporting (TIR) ARP report spreadsheet output per transaction loaded.
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE TIR ARP will allow user to download ARP statements and/or optional reports in different output formats. This includes Positive Pay Only accounts downloading optional reports. Monthly base charges per account authorized for the services.
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL Charge for each email notification delivered by the CEO Event Messaging service.
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD Charge for each detail item reported in the Intraday Composite report in CEO Treasury Information Reporting for USA-based accounts (Wells Fargo or non-Wells Fargo). Each detail transaction reported is counted as an item.
34120	400055	CEO INTRADAY REPORTING MAINTENANCE Monthly maintenance charge for intraday reporting of USA-based Wells Fargo Bank and non-Wells Fargo data exchange accounts in CEO Treasury Information Reporting.
34213	400340	CEO INTRADAY WIRE ITEM HYPERLINK Per item charge for retrieval of detailed Wire information via hyperlink in CEO Treasury Information Reporting or CEO Transaction Search.
34286	400271	CEO PREV DAY EXT DETAIL ITEMS RPTD Charge for each detail transaction reported with extended item detail in the Previous Day Composite report in CEO Treasury Information Reporting. Item Detail Inquiry Service allows extended detail to be reported for wires and received ACH.
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED Charge for previous day subscription items loaded for USA-based accounts (Wells Fargo and non-Wells Fargo). Each individual balance or transaction loaded each day counts as 1 item.
34100	400052	CEO PREV DAY REPORTING MAINTENANCE Monthly maintenance charge for previous day reporting of USA-based Wells Fargo Bank and non-Wells Fargo data exchange accounts in CEO Treasury Information Reporting.

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
27707	400340	CEO SEARCH Charge for CEO search results viewed in increments of 1-100 items. For example, if a search returns 400 items and 250 items are viewed, a volume of 3 will be charged (100 items + 100 items + 50 items viewed).
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM Per item charge for retrieval of detailed wire information via CEO Transaction Search or CEO Treasury Information Reporting.
34702	400055	CFA ACCT MONTHLY BASE Per account fee for cash flow analysis; cash positioning information reporting services
34122	400234	CFA INFO REPORTING INTRADAY/ITEM Intraday transactions loaded through Cash Flow Analysis
34253	400800	INFO REPORTING HISTORY STORAGE 120 Charge for each item loaded for 120 days of historical data storage for Previous Day Balances and Transaction Details. Each individual balance or transaction each day counts as 1 item. For most accounts, at least 13 balances are loaded daily.
34250	400800	INFO REPORTING HISTORY STORAGE 30 Charge for each item loaded for 30 days of historical data storage for Previous Day Balances and Transaction Details and Intraday Transaction Details. Each individual balance or transaction each day counts as 1 item. Most accounts load 13 balances daily.
34251	400800	INFO REPORTING HISTORY STORAGE 60 Charge for each item loaded for 60 days of historical data storage for Previous Day Balances and Transaction Details and Intraday Transaction Details. Each individual balance or transaction each day counts as 1 item. Most accounts load 13 balances daily
34252	400800	INFO REPORTING HISTORY STORAGE 90 Charge for each item loaded for 90 days of historical data storage for Previous Day Balances and Transaction Details and Intraday Transaction Details. Each individual balance or transaction each day counts as 1 item. Most accounts load 13 balances daily
CS502	400002	BAI MONTHLY BASE Monthly maintenance charge for USA-based Wells Fargo and non-Wells Fargo data exchange accounts in Direct Transmission BAI.
CS504	400221	BAI TRANSACTIONS REPORTED Charge for each detail item reported in Direct Transmission BAI for USA-based accounts (Wells Fargo or non-Wells Fargo). Each detail transaction reported is counted as an item.
22010	400221	ELECTRONIC BANK STATEMENT TRANS ITM Charge for each detail item reported in Direct Transmission Electronic Bank Statement for USA-based accounts (Wells Fargo or non-Wells Fargo). Each detail transaction reported is counted as an item
22002	400002	ELECTRONIC BANK STMT MONTHLY BASE Monthly maintenance charge for USA-based Wells Fargo and non-Wells Fargo data exchange accounts in Direct Transmission Electronic Bank Statement.
64113	400830	IFI CUSTOM PROGRAMMING - HOUR Charge per hour for programming to support custom format and/or frequency
22990	401001	PHOTOCOPY CUSTOMER SERVICE - ITEM Per item charge for photocopy or image request initiated by Customer Service.
34211	400832	WIRE INACTIVE TEMPLATE - CEO Per CEO Wire template which has not had an action taken in the last 24 months. Template actions include initial creation, modification or approving a template or using the template to originate a payment
34110	450405	SWEEP ACCOUNT POSITION REPORT Monthly charge per relationship for the CEO TIR Stagecoach Sweep Money Market Mutual Fund previous day activity report
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC Electronic delivery of the Stagecoach Sweep Money Market Mutual Fund monthly statement
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE Monthly base charge per Stagecoach Sweep Money Market Mutual Fund account

<u>WF Code</u>	<u>AFP Code</u>	<u>Description</u>
IL151	609999	DEPOSITED CHECK ON FOREIGN BANK Foreign currency or US dollar check drawn on a foreign bank, deposited at Wells Fargo. Excludes Canadian items.
G1013	F60120	CUSTOMER SERVICE INVESTIGATION Fee assessed for customer service investigation provided.

Government Money Market Funds

Wells Fargo Fund	Institutional Class
Wells Fargo Government Money Market Fund	GVIXX
Wells Fargo Treasury Plus Money Market Fund	PISXX
Wells Fargo 100% Treasury Money Market Fund	WOTXX

Together we'll go far



As with all mutual funds, the U.S. Securities and Exchange Commission ("SEC") has not approved or disapproved these securities or passed upon the accuracy or adequacy of this Prospectus. Anyone who tells you otherwise is committing a crime.

Fund shares are NOT deposits or other obligations of, or guaranteed by, Wells Fargo Bank, N.A., its affiliates or any other depository institution. Fund shares are not insured or guaranteed by the U.S. Government, the Federal Deposit Insurance Corporation or any other government agency and may lose value.

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Government Money Market Fund Summary

Investment Objective

The Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases (as a percentage of offering price)	None
Maximum deferred sales charge (load) (as a percentage of offering price)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)¹

Management Fees	0.13%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.09%
Total Annual Fund Operating Expenses	0.22%
Fee Waivers	(0.02)%
Total Annual Fund Operating Expenses After Fee Waiver²	0.20%

1. Expenses have been adjusted as necessary from amounts incurred during the Fund's most recent fiscal year to reflect current fees and expenses.
2. The Manager has contractually committed through May 31, 2018, to waive fees and/or reimburse expenses to the extent necessary to cap the Fund's Total Annual Fund Operating Expenses After Fee Waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses and extraordinary expenses are excluded from the cap. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a \$10,000 initial investment, 5% annual total return, and that fees and expenses remain the same as in the tables above. To the extent that the Manager is waiving fees or reimbursing expenses, the example assumes that such waiver or reimbursement will only be in place through the date noted above. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	\$20
3 Years	\$69
5 Years	\$122
10 Years	\$278

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

These investments may have fixed, floating, or variable rates of interest.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

Principal Investment Risks

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time. The Fund is primarily subject to the risks briefly summarized below.

Credit Risk. The issuer or guarantor of a debt security may be unable or perceived to be unable to pay interest or repay principal when they become due, which could cause the value of an investment to decline and a Fund to lose money.

Interest Rate Risk. When interest rates rise, the value of debt securities tends to fall. When interest rates decline, interest that a Fund is able to earn on its investments in debt securities may also decline, but the value of those securities may increase.

Management Risk. Investment decisions, techniques, analyses or models implemented by a Fund's manager or sub-adviser in seeking to achieve the Fund's investment objective may not produce the returns expected, may cause the Fund's shares to lose value or may cause the Fund to underperform other funds with similar investment objectives.

Market Risk. The values of, and/or the income generated by, securities held by a Fund may decline due to general market conditions or other factors, including those directly involving the issuers of such securities. Security markets are volatile and may decline significantly in response to adverse issuer, regulatory, political, or economic developments. Different sectors of the market and different security types may react differently to such developments.

Money Market Fund Risk. The Fund's yield will change based on changes in interest rates and other market conditions. Because the Fund invests in short-term instruments, the Fund's dividend yields are expected to be low when short-term market interest rates are low.

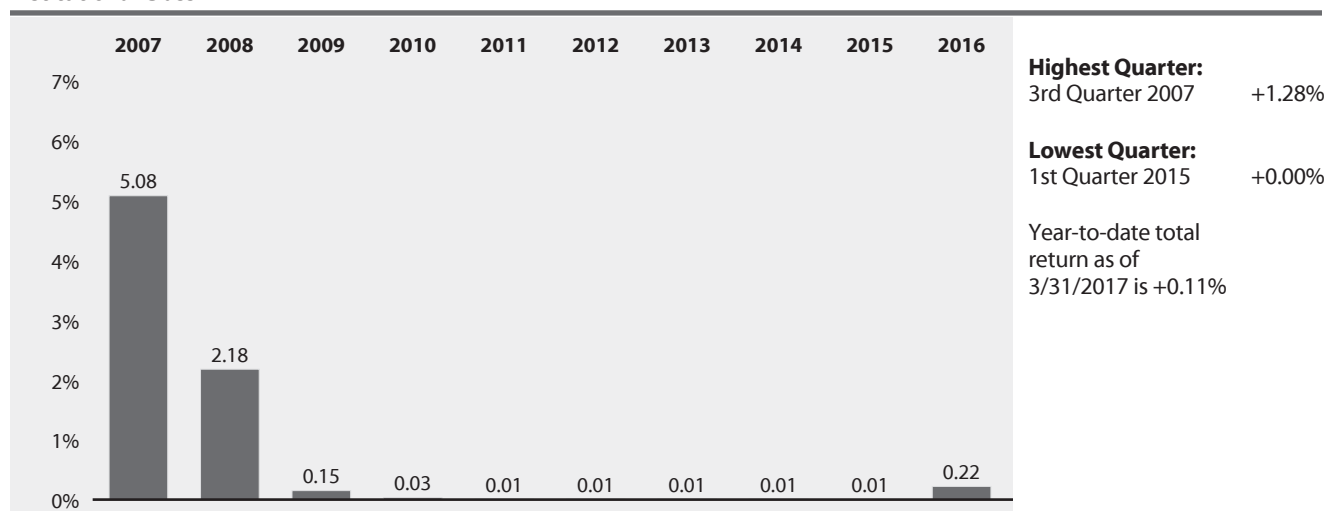
Repurchase Agreement Risk. In the event that the counterparty to a repurchase agreement is unwilling or unable to fulfill its contractual obligations to repurchase the underlying security, a Fund may lose money, suffer delays, or incur costs arising from holding or selling the underlying security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and securities issued or guaranteed by U.S. Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's website at wellsfargofunds.com. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year Institutional Class



Average Annual Total Returns for the periods ended 12/31/2016

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	7/28/2003	0.22%	0.05%	0.76%

Fund Management

Manager	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Purchase and Sale of Fund Shares

Institutional Class shares are generally available through intermediaries for the accounts of their customers and directly to institutional investors and individuals. Institutional investors may include corporations; private banks and trust companies; endowments and foundations; defined contribution, defined benefit and other employer sponsored retirement plans; institutional retirement plan platforms; insurance companies; registered investment advisor firms; bank trusts; 529 college savings plans; family offices; and fund of funds including those managed by Funds Management. In general, you can buy or sell shares of the Fund online or by mail, phone or wire on any day the New York Stock Exchange is open for regular trading. You also may buy and sell shares through a financial professional.

Minimum Investments	To Buy or Sell Shares
Minimum Initial Investment Institutional Class: \$10 million (certain eligible investors may not be subject to a minimum initial investment)	Mail: Wells Fargo Funds P.O. Box 8266 Boston, MA 02266-8266 Online: wellsfargofunds.com Phone or Wire: 1-800-222-8222
Minimum Additional Investment Institutional Class: None	Contact your investment representative.

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan. However, subsequent withdrawals from such a tax advantaged investment plan may be subject to federal income tax. You should consult your tax adviser about your specific tax situation.

Payments to Intermediaries

If you purchase a Fund through an intermediary, the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the intermediary and your financial professional to recommend the Fund over another investment. Consult your financial professional or visit your intermediary's website for more information.

Treasury Plus Money Market Fund Summary

Investment Objective

The Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases (as a percentage of offering price)	None
Maximum deferred sales charge (load) (as a percentage of offering price)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.14%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.09%
Total Annual Fund Operating Expenses	0.23%
Fee Waivers	(0.03)%
Total Annual Fund Operating Expenses After Fee Waiver¹	0.20%

1. The Manager has contractually committed through May 31, 2018, to waive fees and/or reimburse expenses to the extent necessary to cap the Fund's Total Annual Fund Operating Expenses After Fee Waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses and extraordinary expenses are excluded from the cap. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a \$10,000 initial investment, 5% annual total return, and that fees and expenses remain the same as in the tables above. To the extent that the Manager is waiving fees or reimbursing expenses, the example assumes that such waiver or reimbursement will only be in place through the date noted above. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	\$20
3 Years	\$71
5 Years	\$126
10 Years	\$290

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury obligations.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

Principal Investment Risks

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time. The Fund is primarily subject to the risks briefly summarized below.

Credit Risk. The issuer or guarantor of a debt security may be unable or perceived to be unable to pay interest or repay principal when they become due, which could cause the value of an investment to decline and a Fund to lose money.

Interest Rate Risk. When interest rates rise, the value of debt securities tends to fall. When interest rates decline, interest that a Fund is able to earn on its investments in debt securities may also decline, but the value of those securities may increase.

Management Risk. Investment decisions, techniques, analyses or models implemented by a Fund's manager or sub-adviser in seeking to achieve the Fund's investment objective may not produce the returns expected, may cause the Fund's shares to lose value or may cause the Fund to underperform other funds with similar investment objectives.

Market Risk. The values of, and/or the income generated by, securities held by a Fund may decline due to general market conditions or other factors, including those directly involving the issuers of such securities. Security markets are volatile and may decline significantly in response to adverse issuer, regulatory, political, or economic developments. Different sectors of the market and different security types may react differently to such developments.

Money Market Fund Risk. The Fund's yield will change based on changes in interest rates and other market conditions. Because the Fund invests in short-term instruments, the Fund's dividend yields are expected to be low when short-term market interest rates are low.

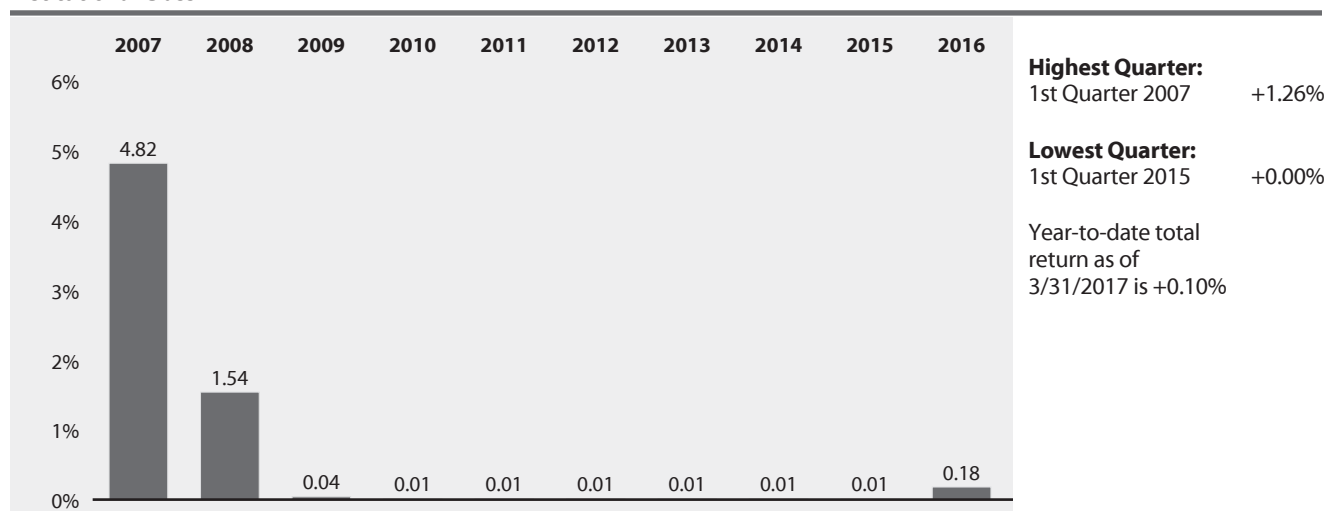
Repurchase Agreement Risk. In the event that the counterparty to a repurchase agreement is unwilling or unable to fulfill its contractual obligations to repurchase the underlying security, a Fund may lose money, suffer delays, or incur costs arising from holding or selling the underlying security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and securities issued or guaranteed by U.S. Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's website at wellsfargofunds.com. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year Institutional Class



Average Annual Total Returns for the periods ended 12/31/2016

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	8/11/1995	0.18%	0.04%	0.65%

Fund Management

Manager	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Purchase and Sale of Fund Shares

Institutional Class shares are generally available through intermediaries for the accounts of their customers and directly to institutional investors and individuals. Institutional investors may include corporations; private banks and trust companies; endowments and foundations; defined contribution, defined benefit and other employer sponsored retirement plans; institutional retirement plan platforms; insurance companies; registered investment advisor firms; bank trusts; 529 college savings plans; family offices; and fund of funds including those managed by Funds Management. In general, you can buy or sell shares of the Fund online or by mail, phone or wire on any day the New York Stock Exchange is open for regular trading. You also may buy and sell shares through a financial professional.

Minimum Investments	To Buy or Sell Shares
Minimum Initial Investment Institutional Class: \$10 million (certain eligible investors may not be subject to a minimum initial investment)	Mail: Wells Fargo Funds P.O. Box 8266 Boston, MA 02266-8266 Online: wellsfgofunds.com Phone or Wire: 1-800-222-8222
Minimum Additional Investment Institutional Class: None	Contact your investment representative.

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan. However, subsequent withdrawals from such a tax advantaged investment plan may be subject to federal income tax. You should consult your tax adviser about your specific tax situation.

Payments to Intermediaries

If you purchase a Fund through an intermediary, the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the intermediary and your financial professional to recommend the Fund over another investment. Consult your financial professional or visit your intermediary's website for more information.

100% Treasury Money Market Fund Summary

Investment Objective

The Fund seeks current income exempt from most state and local individual income taxes, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases (as a percentage of offering price)	None
Maximum deferred sales charge (load) (as a percentage of offering price)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)¹

Management Fees	0.31%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.09%
Total Annual Fund Operating Expenses	0.40%
Fee Waivers	(0.20)%
Total Annual Fund Operating Expenses After Fee Waiver²	0.20%

1. Expenses have been adjusted as necessary from amounts incurred during the Fund's most recent fiscal year to reflect current fees and expenses.
2. The Manager has contractually committed through May 31, 2018, to waive fees and/or reimburse expenses to the extent necessary to cap the Fund's Total Annual Fund Operating Expenses After Fee Waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses and extraordinary expenses are excluded from the cap. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a \$10,000 initial investment, 5% annual total return, and that fees and expenses remain the same as in the tables above. To the extent that the Manager is waiving fees or reimbursing expenses, the example assumes that such waiver or reimbursement will only be in place through the date noted above. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	\$20
3 Years	\$108
5 Years	\$204
10 Years	\$486

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Treasury obligations.

Our security selection is based on several factors, including yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

Principal Investment Risks

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time. The Fund is primarily subject to the risks briefly summarized below.

Credit Risk. The issuer or guarantor of a debt security may be unable or perceived to be unable to pay interest or repay principal when they become due, which could cause the value of an investment to decline and a Fund to lose money.

Interest Rate Risk. When interest rates rise, the value of debt securities tends to fall. When interest rates decline, interest that a Fund is able to earn on its investments in debt securities may also decline, but the value of those securities may increase.

Management Risk. Investment decisions, techniques, analyses or models implemented by a Fund's manager or sub-adviser in seeking to achieve the Fund's investment objective may not produce the returns expected, may cause the Fund's shares to lose value or may cause the Fund to underperform other funds with similar investment objectives.

Market Risk. The values of, and/or the income generated by, securities held by a Fund may decline due to general market conditions or other factors, including those directly involving the issuers of such securities. Security markets are volatile and may decline significantly in response to adverse issuer, regulatory, political, or economic developments. Different sectors of the market and different security types may react differently to such developments.

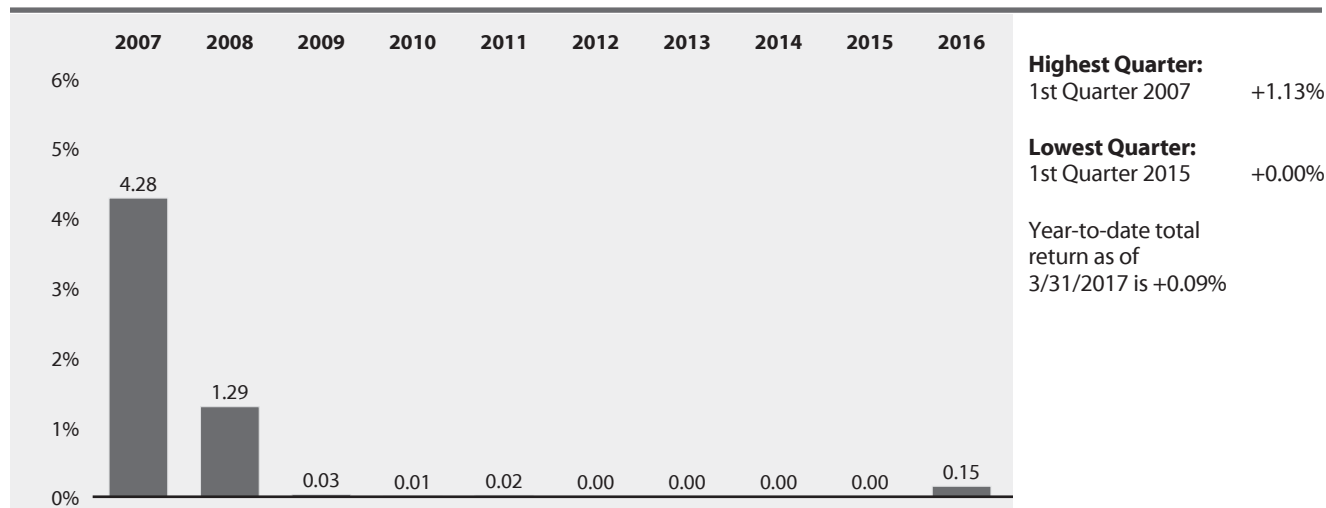
Money Market Fund Risk. The Fund's yield will change based on changes in interest rates and other market conditions. Because the Fund invests in short-term instruments, the Fund's dividend yields are expected to be low when short-term market interest rates are low.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and securities issued or guaranteed by U.S. Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's website at wellsfargofunds.com. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year Institutional Class¹



Average Annual Total Returns for the periods ended 12/31/2016¹

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	10/31/2014	0.15%	0.03%	0.57%

1. Historical performance shown for Institutional Class shares prior to their inception reflects the performance of Administrator Class shares, and includes the higher expenses applicable to Administrator Class shares. If these expenses had not been included, returns would be higher.

Fund Management

Manager	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Purchase and Sale of Fund Shares

Institutional Class shares are generally available through intermediaries for the accounts of their customers and directly to institutional investors and individuals. Institutional investors may include corporations; private banks and trust companies; endowments and foundations; defined contribution, defined benefit and other employer sponsored retirement plans; institutional retirement plan platforms; insurance companies; registered investment advisor firms; bank trusts; 529 college savings plans; family offices; and fund of funds including those managed by Funds Management. In general, you can buy or sell shares of the Fund online or by mail, phone or wire on any day the New York Stock Exchange is open for regular trading. You also may buy and sell shares through a financial professional.

Minimum Investments	To Buy or Sell Shares
Minimum Initial Investment Institutional Class: \$10 million (certain eligible investors may not be subject to a minimum initial investment)	Mail: Wells Fargo Funds P.O. Box 8266 Boston, MA 02266-8266 Online: wellsfargofunds.com Phone or Wire: 1-800-222-8222
Minimum Additional Investment Institutional Class: None	Contact your investment representative.

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan. However, subsequent withdrawals from such a tax advantaged investment plan may be subject to federal income tax. You should consult your tax adviser about your specific tax situation.

Payments to Intermediaries

If you purchase a Fund through an intermediary, the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the intermediary and your financial professional to recommend the Fund over another investment. Consult your financial professional or visit your intermediary's website for more information.

Key Fund Information

This Prospectus contains information about one or more Funds within the Wells Fargo Funds family and is designed to provide you with important information to help you with your investment decisions. Please read it carefully and keep it for future reference.

In this Prospectus, "we" generally refers to Wells Fargo Funds Management, LLC ("Funds Management"), the relevant sub-adviser(s), if applicable, or the portfolio manager(s). "We" may also refer to a Fund's other service providers. "You" refers to the shareholder or potential investor.

Investment Objective and Principal Investment Strategies

The investment objective of each Fund in this Prospectus is non-fundamental; that is, it can be changed by a vote of the Board of Trustees ("Board") alone. The objective and strategies description for each Fund tells you:

- what the Fund is trying to achieve;
- how we intend to invest your money; and
- what makes the Fund different from the other Funds offered in this Prospectus.

This section also provides a summary of each Fund's principal investment policies and practices. Unless otherwise indicated, these investment policies and practices apply on an ongoing basis. Percentages of "the Fund's net assets" are measured as percentages of net assets plus borrowings for investment purposes.

Principal Investment Risks

This section lists the principal investment risks for each Fund. A complete description of these and other risks is found in the "Description of Principal Investment Risks" section. It is possible to lose money by investing in a Fund.

About Wells Fargo Government Money Market Funds

All Wells Fargo Government Money Market Funds seek to provide current income, while preserving capital and liquidity by investing in a portfolio of money market instruments. A Fund may have additional investment objectives or restrictions.

Money market instruments are high quality, short-term investments that present minimal credit risk and may include securities such as U.S. Government obligations, bank obligations, corporate bonds, commercial paper, municipal securities, asset- and mortgage-backed securities, and repurchase agreements. All Wells Fargo Government Money Market Funds are managed to meet the requirements of Rule 2a-7 under the Investment Company Act of 1940, as amended ("1940 Act"), which provides that:

- Each Fund will seek to maintain a net asset value of \$1.00 per share.
- Each Fund will only buy securities that have remaining maturities of 397 days or less as determined under Rule 2a-7.
- The dollar-weighted average maturity of each Fund will be 60 days or less.
- The dollar-weighted average life of each Fund will be 120 days or less.
- Each Fund will invest only in U.S. dollar-denominated securities.
- Each Fund will value its assets based on the total market value of all the securities it holds using the amortized cost method.

In order to obtain a rating from a rating organization, some Funds may observe additional investment restrictions.

Government Money Market Fund

Investment Objective

The Fund seeks current income, while preserving capital and liquidity.

The Fund's Board of Trustees can change this investment objective without a shareholder vote.

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

These investments may have fixed, floating, or variable rates of interest.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

The Fund may temporarily hold a greater portion of assets in uninvested cash for purposes of maintaining liquidity or for short-term defensive purposes when we believe it is in the best interest of shareholders to do so. During these periods, the Fund may not achieve its objective.

Principal Investment Risks

The Fund is primarily subject to the risks mentioned below.

■ Credit Risk	■ Money Market Fund Risk
■ Interest Rate Risk	■ Repurchase Agreement Risk
■ Management Risk	■ U.S. Government Obligations Risk
■ Market Risk	

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Treasury Plus Money Market Fund

Investment Objective

The Fund seeks current income, while preserving capital and liquidity.

The Fund's Board of Trustees can change this investment objective without a shareholder vote.

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury obligations.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

The Fund may temporarily hold a greater portion of assets in uninvested cash for purposes of maintaining liquidity or for short-term defensive purposes when we believe it is in the best interest of shareholders to do so. During these periods, the Fund may not achieve its objective.

Principal Investment Risks

The Fund is primarily subject to the risks mentioned below.

■ Credit Risk	■ Money Market Fund Risk
■ Interest Rate Risk	■ Repurchase Agreement Risk
■ Management Risk	■ U.S. Government Obligations Risk
■ Market Risk	

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

100% Treasury Money Market Fund

Investment Objective

The Fund seeks current income exempt from most state and local individual income taxes, while preserving capital and liquidity.

The Fund's Board of Trustees can change this investment objective without a shareholder vote.

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Treasury obligations.

Our security selection is based on several factors, including yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

The Fund may temporarily hold a greater portion of assets in uninvested cash for purposes of maintaining liquidity or for short-term defensive purposes when we believe it is in the best interest of shareholders to do so. During these periods, the Fund may not achieve its objective.

Principal Investment Risks

The Fund is primarily subject to the risks mentioned below.

■ Credit Risk	■ Market Risk
■ Interest Rate Risk	■ Money Market Fund Risk
■ Management Risk	■ U.S. Government Obligations Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Description of Principal Investment Risks

Understanding the risks involved in mutual fund investing will help you make an informed decision that takes into account your risk tolerance and preferences. The risks that are most likely to have a material effect on a particular Fund as a whole are called "principal risks." The principal risks for each Fund have been previously identified and are described below. Additional information about the principal risks is included in the Statement of Additional Information.

Credit Risk. The issuer or guarantor of a debt security may be unable or perceived to be unable to pay interest or repay principal when they become due. In these instances, the value of an investment could decline and the Fund could lose money. Credit risk increases as an issuer's credit quality declines.

Interest Rate Risk. When interest rates rise, the value of debt securities tends to fall. The longer the terms of the debt securities held by a Fund, the more the Fund is subject to this risk. If interest rates decline, interest that the Fund is able to earn on its investments in debt securities may also decline, which could cause the Fund to reduce the dividends it pays to shareholders, but the value of those securities may increase. Some debt securities give the issuers the option to call, redeem or prepay the securities before their maturity dates. If an issuer calls, redeems or prepays a debt security during a time of declining interest rates, the Fund might have to reinvest the proceeds in a security offering a lower yield, and therefore might not benefit from any increase in value as a result of declining interest rates. Changes in market conditions and government policies may lead to periods of heightened volatility in the debt securities market, reduced liquidity for certain Fund investments and an increase in Fund redemptions. Interest rate changes and their impact on the Fund and its share price can be sudden and unpredictable.

Management Risk. Investment decisions, techniques, analyses or models implemented by a Fund's manager or sub-adviser in seeking to achieve the Fund's investment objective may not produce the returns expected, may cause the Fund's shares to lose value or may cause the Fund to underperform other funds with similar investment objectives.

Market Risk. The values of, and/or the income generated by, securities held by a Fund may decline due to general market conditions or other factors, including those directly involving the issuers of such securities. Security markets are volatile and may decline significantly in response to adverse issuer, regulatory, political, or economic developments. Different sectors of the market and different security types may react differently to such developments.

Money Market Fund Risk. The Fund's yield will change based on changes in interest rates and other market conditions. Because the Fund invests in short-term instruments, the Fund's dividend yields are expected to be low when short-term market interest rates are low.

Repurchase Agreement Risk. In the event that the counterparty to a repurchase agreement is unwilling or unable to fulfill its contractual obligations to repurchase the underlying security, a Fund may lose money, suffer delays, or incur costs arising from holding or selling the underlying security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and securities issued or guaranteed by U.S. Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S. Government. If a government-sponsored entity is unable to meet its obligations or its creditworthiness declines, the performance of a Fund that holds securities issued or guaranteed by the entity will be adversely impacted.

Portfolio Holdings Information

A description of the Wells Fargo Funds' policies and procedures with respect to disclosure of the Wells Fargo Funds' portfolio holdings is available in the Funds' Statement of Additional Information. In addition, Funds Management will, from time to time, include portfolio holdings information in periodic commentaries for certain Funds. The substance of the information contained in such commentaries will also be posted to the Funds' website at wellsfargofunds.com.

Pricing Fund Shares

A Fund's NAV is the value of a single share. The NAV is calculated each business day at the times reflected below, although a Fund may deviate from these calculation times under unusual or unexpected circumstances. The NAV is calculated separately for each class of shares of a multiple-class Fund. The most recent NAV for each class of a Fund is available at wellsfargofunds.com. To calculate the NAV of a Fund's shares, the Fund's assets are valued and totaled, liabilities are subtracted, and the balance, called net assets, is divided by the number of shares outstanding.

We calculate the NAV at the following times each business day:

Government Money Market Fund Treasury Plus Money Market Fund	9:00a.m., 10:00a.m., 11:00a.m., 12:00p.m., 1:00p.m., 2:00p.m., 3:00p.m., 4:00p.m. and 5:00p.m. (ET)
100% Treasury Money Market Fund	9:00a.m., 10:00a.m., 11:00a.m., 12:00p.m., 1:00p.m. and 4:00p.m. (ET)

Generally, NAV is not calculated, and purchase and redemption requests are not processed, on days that the New York Stock Exchange ("NYSE") is closed for trading; however, a Fund may elect to remain open even on days that the NYSE is closed if the Securities Industry and Financial Markets Association ("SIFMA") recommends that the bond markets remain open. If the markets close early or if SIFMA recommends that the markets close early, a Fund may close early and may calculate its NAV at earlier times under these circumstances. The price at which a purchase or redemption request for Fund shares is processed is based on the next NAV calculated after the request is received in good order. In the case of an exchange order, the exchange order is deemed to be a request for the redemption of shares of one Fund and for the purchase of shares of another Fund, and will be processed at the next time that both Funds calculate their NAVs at the same time. Information on the timing of dividend accrual and settlement in connection with a purchase or redemption of shares can be found in the section of this Prospectus entitled "Buying and Selling Fund Shares."

A Fund's assets are valued using the amortized cost method, in accordance with Rule 2a-7 under the Investment Company Act of 1940, as amended (the "1940 Act"). Portfolio securities are valued at their acquisition cost, adjusted for discounts or premiums reflected in their purchase price regardless of the impact of fluctuating interest rates on the market value of the instrument. This method of valuation is designed to enable a Fund to price its shares at \$1.00 per share, although the value of the Fund's shares based on the mark-to-market valuation method may be more or less than \$1.00 per share.

The Board of Trustees has established procedures designed to monitor a Fund's price per share. The Manager monitors the value of the Fund's shares based on the mark-to-market valuation method and will promptly notify the Board when the Fund's mark-to-market value deviates more than 0.25% from the Fund's established NAV of \$1.00 per share. In the event that the Board determines that a deviation exists that may result in material dilution or other unfair results to shareholders, the Fund will take such corrective action as it deems necessary, which may include, among other things, establishing a NAV of less than or more than \$1.00 per share by using available market quotations or suspending the redemption of shares and liquidating the Fund under Rule 22e-3 under the 1940 Act. See the Statement of Additional Information for additional details regarding the determination of NAVs.

The Manager

Wells Fargo Funds Management, LLC ("Funds Management"), headquartered at 525 Market Street, San Francisco, CA 94105, provides advisory and Fund-level administrative services to the Funds pursuant to an investment management agreement (the "Management Agreement"). Funds Management is a wholly owned subsidiary of Wells Fargo & Company, a publicly traded diversified financial services company that provides banking, insurance, investment, mortgage and consumer financial services. Funds Management is a registered investment adviser that provides advisory services for registered mutual funds, closed-end funds and other funds and accounts.

Funds Management is responsible for implementing the investment objectives and strategies of the Funds. Funds Management's investment professionals review and analyze the Funds' performance, including relative to peer funds, and monitor the Funds' compliance with their investment objectives and strategies. Funds Management is responsible for reporting to the Board on investment performance and other matters affecting the Funds. When appropriate, Funds Management recommends to the Board enhancements to Fund features, including changes to Fund investment objectives, strategies and policies. Funds Management also communicates with shareholders and intermediaries about Fund performance and features.

Funds Management is also responsible for providing Fund-level administrative services, which include, among others, providing such services in connection with the Funds' operations; developing and implementing procedures for monitoring compliance with regulatory requirements and compliance with the Funds' investment objectives, policies and restrictions; and providing any other Fund-level administrative services reasonably necessary for the operation of the Funds other than those services that are provided by the Funds' transfer and dividend disbursing agent, custodian, and fund accountant.

To assist Funds Management in implementing the investment objectives and strategies of the Funds, Funds Management may contract with one or more sub-advisers to provide day-to-day portfolio management services to the Funds. Funds Management employs a team of investment professionals who identify and recommend the initial hiring of any sub-adviser and supervise and monitor the activities of any sub-adviser on an ongoing basis. Funds Management retains overall responsibility for the investment activities of the Funds.

A discussion regarding the basis for the Board's approval of the Management Agreement and any applicable sub-advisory agreements for each Fund is available in the Fund's annual report for the period ended January 31st.

For each Fund's most recent fiscal year end, the management fee paid to Funds Management pursuant to the Management Agreement, net of any applicable waivers and reimbursements, was as follows:

Management Fees Paid

	As a % of average daily net assets
Government Money Market Fund	0.07%
Treasury Plus Money Market Fund	0.08%
100% Treasury Money Market Fund	0.00%

The Sub-Adviser

The following sub-adviser provides day-to-day portfolio management services to the Funds. These services include making purchases and sales of securities and other investment assets for the Funds, selecting broker-dealers, negotiating brokerage commission rates and maintaining portfolio transaction records. The sub-adviser is compensated for its services by Funds Management from the fees Funds Management receives for its services as adviser to the Funds.

Wells Capital Management Incorporated ("Wells Capital Management") is a registered investment adviser located at 525 Market Street, San Francisco, CA 94105. Wells Capital Management, an affiliate of Funds Management and indirect wholly owned subsidiary of Wells Fargo & Company, is a multi-boutique asset management firm committed to delivering superior investment services to institutional clients, including mutual funds.

Multi-Manager Arrangement

The Funds and Funds Management have obtained an exemptive order from the SEC that permits Funds Management, subject to Board approval, to select certain sub-advisers and enter into or amend sub-advisory agreements with them, without obtaining shareholder approval. The SEC order extends to sub-advisers that are not otherwise affiliated with Funds Management or the Funds, as well as sub-advisers that are wholly-owned subsidiaries of Funds Management or of a company that wholly owns Funds Management ("Multi-Manager Sub-Advisers").

Pursuant to the order, Funds Management, with Board approval, may hire or replace Multi-Manager Sub-Advisers for each Fund that is eligible to rely on the order. Funds Management, subject to Board oversight, has the responsibility to oversee Multi-Manager Sub-Advisers and to recommend their hiring, termination and replacement. If a new sub-adviser is hired for a Fund pursuant to the order, the Fund is required to notify shareholders within 90 days. The Funds are not required to disclose the individual fees that Funds Management pays to a Multi-Manager Sub-Adviser.

Share Class Eligibility

Institutional Class shares are generally available through intermediaries for the accounts of their customers and directly to institutional investors and individuals. Institutional investors may include corporations; private banks and trust companies; endowments and foundations; defined contribution, defined benefit and other employer sponsored retirement plans; institutional retirement plan platforms; insurance companies; registered investment advisor firms; bank trusts; 529 college savings plans; family offices; and fund of funds including those managed by Funds Management. The following investors may purchase Institutional Class shares without investing a minimum initial investment amount, except as noted below:

- Employee benefit plan programs;
- Broker-dealer managed account or wrap programs that charge an asset-based fee;
- Registered investment adviser mutual fund wrap programs or other accounts that are charged a fee for advisory, investment, consulting or similar services;
- Private bank and trust company managed account or wrap programs that charge an asset-based fee;
- Internal Revenue Code Section 529 college savings plan accounts;
- Fund of Funds including those advised by Funds Management;
- Affiliated Funds using the Fund to invest cash;
- Investment Management and Trust Departments of Wells Fargo & Company purchasing shares on behalf of their clients;
- Money market trading platforms;
- Any other institutions or customers of intermediaries who invest a minimum initial investment amount of \$10 million in a Fund;
- Individual investors who invest a minimum initial investment amount of \$10 million directly with a Fund; and
- Certain investors and related accounts as detailed in the Fund's Statement of Additional Information.

Any of the minimum initial investment amount waivers listed above may be modified or discontinued at any time.

Your Fund may offer other classes of shares in addition to those offered through this Prospectus. You may be eligible to invest in one or more of these other classes of shares. Each share class bears varying expenses and may differ in other features. Consult your financial professional for more information regarding a Fund's available share classes.

The information in this Prospectus is not intended for distribution to, or use by, any person or entity in any non-U.S. jurisdiction or country where such distribution or use would be contrary to any law or regulation, or which would subject Fund shares to any registration requirement within such jurisdiction or country.

Compensation to Financial Professionals and Intermediaries

In addition to dealer reallowances and payments made by certain classes of each Fund for distribution and shareholder servicing, the Fund's manager, the distributor or their affiliates make additional payments ("Additional Payments") to certain financial professionals and intermediaries for selling shares and providing shareholder services, which include broker-dealers and 401(k) service providers and record keepers. These Additional Payments, which may be significant, are paid by the Fund's manager, the distributor or their affiliates, out of their revenues, which generally come directly or indirectly from Fund fees.

In return for these Additional Payments, each Fund's manager and distributor expect the Fund to receive certain marketing or servicing considerations that are not generally available to mutual funds whose sponsors do not make such payments. Such considerations are expected to include, without limitation, placement of the Fund on a list of mutual funds offered as investment options to the intermediary's clients (sometimes referred to as "Shelf Space"); access to the intermediary's financial professionals; and/or ability to assist in training and educating the intermediary's financial professionals.

The Additional Payments may create potential conflicts of interest between an investor and a financial professional or intermediary who is recommending or making available a particular mutual fund over other mutual funds. Before investing, you should consult with your financial professional and review carefully any disclosure by the intermediary as to what compensation the intermediary receives from mutual fund sponsors, as well as how your financial professional is compensated.

The Additional Payments are typically paid in fixed dollar amounts, based on the number of customer accounts

maintained by an intermediary, or based on a percentage of sales and/or assets under management, or a combination of the above. The Additional Payments are either up-front or ongoing or both and differ among intermediaries. Additional Payments to an intermediary that is compensated based on its customers' assets typically range between 0.05% and 0.30% in a given year of assets invested in a Fund by the intermediary's customers. Additional Payments to an intermediary that is compensated based on a percentage of sales typically range between 0.10% and 0.15% of the gross sales of a Fund attributable to the financial intermediary.

More information on the FINRA member firms that have received the Additional Payments described in this section is available in the Statement of Additional Information, which is on file with the SEC and is also available on the Wells Fargo Funds website at wellsfargofunds.com.

Buying and Selling Fund Shares

For more information regarding buying and selling Fund shares, please visit wellsfargofunds.com. You may buy (purchase) and sell (redeem) Fund shares as follows:

	Opening an Account	Adding to an Account or Selling Fund Shares
Through Your Financial Professional	Contact your financial professional. Transactions will be subject to the terms of your account with your intermediary.	Contact your financial professional. Transactions will be subject to the terms of your account with your intermediary.
Through Your Retirement Plan	Contact your retirement plan administrator. Transactions will be subject to the terms of your retirement plan account.	Contact your retirement plan administrator. Transactions will be subject to the terms of your retirement plan account.
Online	New accounts cannot be opened online. Contact your financial professional or retirement plan administrator, or refer to the section on opening an account by mail.	Visit wellsfargofunds.com. Online transactions are limited to a maximum of \$100,000. You may be eligible for an exception to this maximum. Please call Investor Services at 1-800-222-8222 for more information.
By Telephone	Call Investor Services at 1-800-222-8222. Available only if you have another Wells Fargo Fund account with your bank information on file.	Call Investor Services at 1-800-222-8222. Redemption requests may not be made by phone if the address on your account was changed in the last 15 days. In this event, you must request your redemption by mail. For joint accounts, telephone requests generally require only one of the account owners to call unless you have instructed us otherwise.
By Mail	Complete an account application and submit it according to the instructions on the application. Account applications are available online at wellsfargofunds.com or by calling Investor Services at 1-800-222-8222.	Send the items required under "Requests in Good Order" below to: <u>Regular Mail</u> Wells Fargo Funds P.O. Box 8266 Boston, MA 02266-8266 <u>Overnight Only</u> Wells Fargo Funds c/o Boston Financial Data Services 30 Dan Road Canton, MA 02021-2809

Requests in "Good Order". All purchase and redemption requests must be received in "good order." This means that a request generally must include:

- The Fund name(s), share class(es) and account number(s);
- The amount (in dollars or shares) and type (purchase or redemption) of the request;
- If by mail, the signature of each registered owner as it appears in the account application;
- For purchase requests, payment of the full amount of the purchase request (see "Payment" below); and
- Any supporting legal documentation that may be required.

Purchase and redemption requests in good order will be processed at the next NAV calculated after the Fund's transfer agent or an authorized intermediary¹ receives your request. If your request is not received in good order, additional documentation may be required to process your transaction. We reserve the right to waive any of the above requirements.

1. The Fund's shares may be purchased through an intermediary that has entered into a dealer agreement with the Fund's distributor. The Fund has approved the acceptance of a purchase or redemption request effective as of the time of its receipt by such an authorized intermediary or its designee as long as the request is received by one of those entities prior to the Fund's closing time. We reserve the right to adjust the closing time in certain circumstances.

Payment. Payment for Fund shares may be made as follows:

By Wire	Purchases into a new or existing account may be funded by using the following wire instructions: State Street Bank & Trust Boston, MA Bank Routing Number: ABA 011000028 Wire Purchase Account: 9905-437-1 Attention: Wells Fargo Funds (Name of Fund, Account Number and any applicable share class) Account Name: Provide your name as registered on the Fund account or as included in your account application.
By Check	Make checks payable to Wells Fargo Funds.
By Exchange	Identify an identically registered Wells Fargo Fund account from which you wish to exchange (see "Exchanging Fund Shares" below for restrictions on exchanges).
By Electronic Funds Transfer ("EFT")	Additional purchases for existing accounts may be funded by EFT using your linked bank account.

All payments must be in U.S. dollars, and all checks and EFTs must be drawn on U.S. banks. You will be charged a \$25.00 fee for every check or EFT that is returned to us as unpaid.

Form of Redemption Proceeds. You may request that your redemption proceeds be sent to you by check, by EFT into a linked bank account, or by wire to a linked bank account. Please call Investor Services at 1-800-222-8222 regarding the requirements for linking bank accounts or for wiring funds. Under normal circumstances, we expect to meet redemption requests either by using uninvested cash or cash equivalents or by using the proceeds from the sale of portfolio securities, at the discretion of the portfolio manager(s). The Wells Fargo Funds may also borrow through a bank line of credit for the purpose of meeting redemption requests, although we do not expect to draw funds from this source on a regular basis. In lieu of making cash payments, we reserve the right to determine in our sole discretion, including under stressed market conditions, whether to satisfy redemption requests by making payments in securities. In such cases, we may meet all or part of a redemption request by making payment in securities equal in value to the amount of the redemption payable to you as permitted under the 1940 Act, and the rules thereunder, in which case the redeeming shareholder should expect to incur transaction costs upon the disposition of any securities received.

Timing of Redemption Proceeds/Right to Delay Payment. For the 100% Treasury Money Market Fund, we can delay the payment of a redemption for up to seven days. We may delay the payment of a redemption for longer than seven days under extraordinary circumstances. For the Government Money Market Fund and Treasury Plus Money Market Fund, we can delay the payment of a redemption for longer than one day if there is a non-routine closure of the Fedwire or Federal Reserve Bank or under extraordinary circumstances.

We normally send out checks within one business day after we accept your request to redeem. We reserve the right to delay payment for up to seven days. If you wish to redeem shares purchased by check, by EFT or through the Automatic Investment Plan within seven days of purchase, you may be asked to resubmit your redemption request if your payment has not yet cleared. Redemption payments may be delayed under extraordinary circumstances or as permitted by the SEC in order to protect remaining shareholders.

Under the extraordinary circumstances discussed under Section 22(e) under the Investment Company Act of 1940, as amended, we may suspend the right of redemption or postpone the date of payment of a redemption for longer than one day for Government Money Market Fund and Treasury Plus Money Market Fund, and for longer than seven days for the 100% Treasury Money Market Fund. Generally, those extraordinary circumstances are when: (i) the New York Stock Exchange is closed or trading thereon is restricted; (ii) an emergency exists which makes the disposal by a Fund of

securities it owns, or the fair determination of the value of the Fund's net assets not reasonable practical; or (iii) the SEC, by order, permits the suspension of the right of redemption for the protection of shareholders.

Payment of Dividends. Requests for redemption proceeds by check or Electronic Funds Transfer that are received in good order will be sent out by the next business day after receipt and will earn a dividend until the day such proceeds are sent.

Redemption Orders. Wire redemptions will be processed and earn dividends as listed in the table below.

If a Request is Received in Good Order:	Proceeds Wired	Dividends
100% Treasury Money Market Fund		
■ By 1:00 p.m. (ET)	Same Business Day	Not earned on day of request
■ After 1:00 p.m. (ET)	Next Business Day	Earned on day of request
Government Money Market Fund Treasury Plus Money Market Fund		
■ By 5:00 p.m. (ET)	Same Business Day	Not earned on day of request
■ After 5:00 p.m. (ET)	Next Business Day	Earned on day of request

Retirement Plans and Other Products. If you purchased shares through a packaged investment product or retirement plan, read the directions for selling shares provided by the product or plan. There may be special requirements that supercede the directions in this Prospectus.

Exchanging Fund Shares

Exchanges between two funds involve two transactions: (1) the redemption of shares of one fund; and (2) the purchase of shares of another. In general, the same rules and procedures described under "Buying and Selling Fund Shares" apply to exchanges. There are, however, additional policies and considerations you should keep in mind while making or considering an exchange:

- In general, exchanges may be made between like share classes of any fund in the Wells Fargo Funds complex offered to the general public for investment (i.e., a fund not closed to new accounts), with the following exceptions: (1) Class A shares of non-money market funds may also be exchanged for Service Class shares of any retail or government money market fund; (2) Service Class shares may be exchanged for Class A shares of any non-money market fund; and (3) no exchanges are allowed into institutional money market funds.
- If you make an exchange between Class A shares of a money market fund and Class A shares of a non-money market fund, you will buy the shares at the POP of the new fund unless you are otherwise eligible to buy shares at NAV.
- Same-fund exchanges between share classes are permitted subject to the following conditions: (1) the shareholder must meet the eligibility guidelines of the class being purchased in the exchange; (2) exchanges out of Class A and Class C shares would not be allowed if shares are subject to a CDSC; and (3) for non-money market funds, in order to exchange into Class A shares, the shareholder must be able to qualify to purchase Class A shares at NAV based on current Prospectus guidelines.
- An exchange request will be processed on the same business day, provided that both funds are open at the time the request is received. If one or both funds are closed, the exchange will be processed on the following business day.
- You should carefully read the Prospectus for the Fund into which you wish to exchange.
- Every exchange involves redeeming fund shares, which may produce a capital gain or loss for tax purposes.
- If you are making an initial investment into a fund through an exchange, you must exchange at least the minimum initial investment amount for the new fund, unless your balance has fallen below that amount due to investment performance.
- If you are making an additional investment into a fund that you already own through an exchange, you must exchange at least the minimum subsequent investment amount for the fund you are exchanging into.
- Class B and Class C share exchanges will not trigger a CDSC. The new shares received in the exchange will continue to age according to the original shares' CDSC schedule and will be charged the CDSC applicable to the original shares upon redemption.

Generally, we will notify you at least 60 days in advance of any changes in the above exchange policies.

Frequent Purchases and Redemptions of Fund Shares

Excessive trading by Fund shareholders can negatively impact a Fund and its long-term shareholders by increasing expenses or lowering returns. However, money market funds, which are typically utilized by investors for cash management purposes and invest in highly liquid securities, are not as susceptible to these negative effects as non-money market Funds.

Although the policies adopted by the Funds do not prohibit frequent trading between money market Funds, Funds Management will seek to prevent an investor from utilizing a money market Fund to facilitate frequent purchases and redemptions of shares in non-money market Funds. If Funds Management determines that an investor has engaged in timing activities in contravention of the Funds' policies (as described in the prospectus for the non-money market Fund), Funds Management will prevent such investor from investing in the non-money market Fund for a period of 30 calendar days.

In addition, Funds Management reserves the right to accept purchases, redemptions and exchanges made in excess of applicable trading restrictions in designated accounts held by Funds Management or its affiliate that are used at all times exclusively for addressing operational matters related to shareholder accounts, such as testing of account functions, and are maintained at low balances that do not exceed specified dollar amount limitations.

Account Policies

Advance Notice of Large Transactions

We strongly urge you to begin all purchases and redemptions as early in the day as possible and to notify us at least one day in advance of transactions in excess of \$50,000,000. This will allow us to manage your Fund most effectively. When you give us this advance notice, you must provide us with your name and account number.

Householding.

To help keep Fund expenses low, a single copy of a Prospectus or shareholder report may be sent to shareholders of the same household. If your household currently receives a single copy of a Prospectus or shareholder report and you would prefer to receive multiple copies, please call Investor Services at 1-800-222-8222 or contact your financial professional.

Retirement Accounts.

We offer a variety of retirement account types for individuals and small businesses. There may be special distribution requirements for a retirement account, such as required distributions or mandatory Federal income tax withholdings. For more information about the retirement accounts listed below, including any distribution requirements, call Investor Services at 1-800-222-8222. For retirement accounts held directly with a Fund, certain fees may apply including an annual account maintenance fee. The retirement accounts available for individuals and small businesses are:

- Individual Retirement Accounts, including Traditional IRAs and Roth IRAs.
- Small business retirement accounts, including Simple IRAs and SEP IRAs.

Small Account Redemptions.

We reserve the right to redeem accounts that have values that fall below a Fund's minimum initial investment amount due to shareholder redemptions (as opposed to market movement). Before doing so, we will give you approximately 60 days to bring your account value above the Fund's minimum initial investment amount. Please call Investor Services at 1-800-222-8222 or contact your financial professional for further details.

Transaction Authorizations.

We may accept telephone, electronic, and clearing agency transaction instructions from anyone who represents that he or she is a shareholder and provides reasonable confirmation of his or her identity. Neither we nor Wells Fargo Funds will be liable for any losses incurred if we follow such instructions we reasonably believe to be genuine. For transactions through our website, we may assign personal identification numbers (PINs) and you will need to create a login ID and password for account access. To safeguard your account, please keep these credentials confidential. Contact us immediately if you believe there is a discrepancy on your confirmation statement or if you believe someone has obtained unauthorized access to your online access credentials.

Identity Verification.

We are required by law to obtain from you certain personal information that will be used to verify your identity. If you do not provide the information, we will not be able to open your account. In the rare event that we are unable to verify your identity as required by law, we reserve the right to redeem your account at the current NAV of the Fund's shares. You will be responsible for any losses, taxes, expenses, fees, or other results of such a redemption.

Right to Freeze Accounts, Suspend Account Services or Reject or Terminate an Investment.

We reserve the right, to the extent permitted by law and/or regulations, to freeze any account or suspend account services when we have received reasonable notice (written or otherwise) of a dispute between registered or beneficial account owners or when we believe a fraudulent transaction may occur or has occurred. Additionally, we reserve the right to reject any purchase or exchange request and to terminate a shareholder's investment, including closing the shareholder's account.

Distributions

The Funds declare distributions of net investment income, if any, daily, and make such distributions, if any, monthly. The Funds generally make distributions of realized net capital gains, if any, annually. Your distributions will be automatically reinvested in additional shares, unless you or your Institution directs otherwise. Your other options are to receive checks for these payments, have them automatically invested in the same class of another Wells Fargo Fund, or have them deposited into your bank account. With the check payment option, if checks remain uncashed for six months or are undeliverable by the Post Office, we will reinvest the distributions at the earliest date possible, and future distributions will be automatically reinvested. To change the current option for payment of distributions, please contact your Institution.

Earning Distributions. Assuming the purchase amount is received by the Funds' custodian no later than the close of the Fedwire, which is normally 6:00 p.m. (ET), dividends will accrue as follows:

If a Request is Received in Good Order:	Dividends Begin to Accrue:
100% Treasury Money Market Fund	
■ By 1:00 p.m. (ET)	Same Business Day
■ After 1:00 p.m. (ET)	Next Business Day
Government Money Market Fund Treasury Plus Money Market Fund	
■ By 5:00 p.m. (ET)	Same Business Day
■ After 5:00 p.m. (ET)	Next Business Day

Taxes

The following discussion regarding income taxes is based on laws that were in effect as of the date of this Prospectus and summarizes only some of the important federal and state income tax considerations affecting the Funds and you as a shareholder. It does not apply to foreign or tax-exempt shareholders or those holding Fund shares through a tax-advantaged account, such as a 401(k) Plan or IRA. This discussion is not intended as a substitute for careful tax planning. You should consult your tax adviser about your specific tax situation. Please see the Statement of Additional Information for additional income tax information.

We will pass on to a Fund's shareholders substantially all of the Fund's net investment income and realized net capital gains, if any.

Distributions of ordinary income attributable to all sources, if any, generally will be taxable to you as ordinary income. Distributions of net investment income from the 100% Treasury Money Market Fund generally will be exempt in most jurisdictions from state and local individual income taxes, but may not be exempt from state and local corporate income and/or franchise taxes.

Although the Funds do not expect to realize any capital gain, distributions of a Fund's net short-term capital gain, if any, generally will be taxable to you as ordinary income and distributions from a Fund's net long-term capital gain, if any, generally will be taxable to you as long-term capital gain. Corporate shareholders should not expect to deduct a portion of their distributions when determining their taxable income. In general, distributions also will not qualify for reductions in federal income taxation of dividends payable to individuals from certain domestic and foreign corporations.

To the extent a distribution from a Fund is taxable, such distributions will be taxable to you when paid, whether you take distributions in cash or automatically reinvest them in additional Fund shares. Following the end of each year, we will notify you of the federal income tax status of your distributions for the year.

Individual taxpayers are subject to tax on ordinary income at a maximum rate of 39.6% and the maximum tax rate on long-term capital gains and qualified dividends is 20%. For U.S. individuals with income exceeding \$200,000 (\$250,000 if married and filing jointly), a 3.8% Medicare contribution tax applies on "net investment income," including interest, dividends, and capital gains.

In certain circumstances, Fund shareholders may be subject to back-up withholding taxes.

As long as a Fund continually maintains a \$1.00 NAV, you ordinarily will not recognize a taxable gain or loss on the redemption or exchange of your Fund shares.

Financial Highlights

The following tables are intended to help you understand a Fund's financial performance for the past five years (or since inception, if shorter). Certain information reflects financial results for a single Fund share. Total returns represent the rate you would have earned (or lost) on an investment in each Fund (assuming reinvestment of all distributions). The information in the following tables has been derived from the Funds' financial statements, which have been audited by KPMG LLP, the Funds' independent registered public accounting firm, whose report, along with each Fund's financial statements, is also included in each Fund's annual report, a copy of which is available upon request.

Government Money Market Fund

For a share outstanding throughout each period

Institutional Class	Year ended January 31				
	2017	2016	2015	2014	2013
Net asset value, beginning of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Net investment income	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹
Net realized gains (losses) on investments	0.00 ¹	0.00 ¹	(0.00) ¹	0.00 ¹	0.00
Total from investment operations	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹
Distributions to shareholders from					
Net investment income	(0.00) ¹	(0.00) ¹	(0.00) ¹	(0.00) ¹	(0.00) ¹
Net realized gains	0.00	0.00	(0.00) ¹	(0.00) ¹	0.00
Total distributions to shareholders	(0.00) ¹	(0.00)	(0.00) ¹	(0.00) ¹	(0.00) ¹
Net asset value, end of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total return	0.24%	0.02%	0.01%	0.01%	0.01%
Ratios to average net assets (annualized)					
Gross expenses	0.22%	0.22%	0.22%	0.22%	0.22%
Net expenses	0.17%	0.12%	0.09%	0.10%	0.17%
Net investment income	0.25%	0.02%	0.01%	0.01%	0.01%
Supplemental data					
Net assets, end of period (000s omitted)	\$ 23,242,417	\$ 14,212,988	\$ 17,509,698	\$ 20,793,077	\$ 22,762,489

1. Amount is less than \$0.005.

Treasury Plus Money Market Fund

For a share outstanding throughout each period

Institutional Class	Year ended January 31				
	2017	2016	2015	2014	2013
Net asset value, beginning of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Net investment income	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹
Net realized gains (losses) on investments	0.00 ¹	0.00 ¹	(0.00) ¹	0.00 ¹	0.00 ¹
Total from investment operations	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹
Distributions to shareholders from					
Net investment income	(0.00) ¹	(0.00) ¹	(0.00) ¹	(0.00) ¹	(0.00) ¹
Net realized gains	0.00	0.00	(0.00) ¹	(0.00) ¹	0.00
Total distributions to shareholders	(0.00) ¹	(0.00) ¹	(0.00) ¹	(0.00) ¹	(0.00) ¹
Net asset value, end of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total return	0.20%	0.02%	0.01%	0.01%	0.01%
Ratios to average net assets (annualized)					
Gross expenses	0.23%	0.23%	0.23%	0.23%	0.23%
Net expenses	0.20%	0.10%	0.06%	0.06%	0.12%
Net investment income	0.20%	0.02%	0.01%	0.01%	0.01%
Supplemental data					
Net assets, end of period (000s omitted)	\$ 11,489,674	\$ 12,617,153	\$ 11,190,887	\$ 9,522,210	\$ 7,557,137

1. Amount is less than \$0.005.

100% Treasury Money Market Fund

For a share outstanding throughout each period

Institutional Class	Year ended January 31		
	2017	2016	2015 ¹
Net asset value, beginning of period	\$ 1.00	\$ 1.00	\$ 1.00
Net investment income (loss)	0.00 ²	0.00 ²	(0.00) ^{2,3}
Net realized gains (losses) on investments	0.00 ²	(0.00) ²	0.00 ²
Total from investment operations	0.00 ²	0.00 ²	0.00 ²
Distributions to shareholders from			
Net investment income	(0.00) ²	(0.00) ²	(0.00) ²
Net realized gains	(0.00) ²	(0.00) ²	(0.00) ²
Total distributions to shareholders	(0.00) ²	(0.00) ²	(0.00) ²
Net asset value, end of period	\$ 1.00	\$ 1.00	\$ 1.00
Total return⁴	0.17%	0.01%	0.00%
Ratios to average net assets (annualized)			
Gross expenses	0.40%	0.40%	0.39%
Net expenses	0.20%	0.11%	0.04%
Net investment income (loss)	0.18%	0.01%	(0.00)%
Supplemental data			
Net assets, end of period (000s omitted)	\$ 3,566,678	\$ 632,263	\$ 100

1. For the period from October 31, 2014 (commencement of operations) to January 31, 2015

2. Amount is less than \$0.005.

3. Calculated based upon average shares outstanding

4. Returns for periods of less than one year are not annualized.

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FOR MORE INFORMATION

More information on a Fund is available free upon request, including the following documents:

Statement of Additional Information ("SAI")

Supplements the disclosures made by this Prospectus. The SAI, which has been filed with the SEC, is incorporated by reference into this Prospectus and therefore is legally part of this Prospectus.

Annual/Semi-Annual Reports

Provide financial and other important information, including a discussion of the market conditions and investment strategies that significantly affected Fund performance over the reporting period.

To obtain copies of the above documents or for more information about Wells Fargo Funds, contact us:

By telephone:

Individual Investors: 1-800-222-8222

Retail Investment Professionals: 1-888-877-9275

Institutional Investment Professionals: 1-866-765-0778

By e-mail: fundservice@wellsfargo.com

By mail:

Wells Fargo Funds

P.O. Box 8266

Boston, MA 02266-8266

Online:

wellsfargofunds.com

From the SEC:

Visit the SEC's Public Reference Room in Washington, DC (phone 1-202-551-8090 for operational information for the SEC's Public Reference Room) or the SEC's website at sec.gov.

To obtain information for a fee, write or email:

SEC's Public Reference Section

100 "F" Street, NE

Washington, DC 20549-0102

publicinfo@sec.gov

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Government Money Market Fund

All information is as of 2-28-18 unless otherwise indicated. Information is subject to change.

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Institutional
Investment Minimum	\$10 million
Ticker	GVIXX
CUSIP	94975P405
Gross Expense Ratio	0.22%
Net Expense Ratio	0.20%
Total fund assets	\$75.2 billion

Fund Manager	Laurie R. White, Jeffrey L. Weaver, CFA, Michael C. Bird, CFA
Fund Inception Date	11-16-87
Class Inception Date	7-28-03
Trading deadline	5 p.m. Eastern Time

Performance

Current yield as of 2-28-18

7-day SEC yield (%)
1.23

Month	30-day current yield (%)
February 2017	0.41
March 2017	0.50
April 2017	0.60
May 2017	0.63
June 2017	0.74
July 2017	0.82
August 2017	0.85
September 2017	0.86
October 2017	0.88
November 2017	0.92
December 2017	1.05
January 2018	1.16
February 2018	1.20

Average annual total returns (%) as of 2-28-18

1 year	3 year	5 year	10 year	Since Inception
0.85	0.38	0.23	0.29	3.15

The Manager has contractually committed through May 31, 2018, to waive fees and/or reimburse expenses to the extent necessary to cap the Fund's Total Annual Fund Operating Expenses After Fee Waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses and extraordinary expenses are excluded from the cap. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees. Without these reductions, the fund's seven-day current yield would have been 1.21%. The expense ratio paid by an investor is the net expense ratio or the total annual fund operating expense after fee waivers, as stated in the prospectus.

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

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

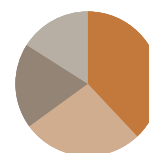
Principal investment strategies

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

Portfolio composition¹

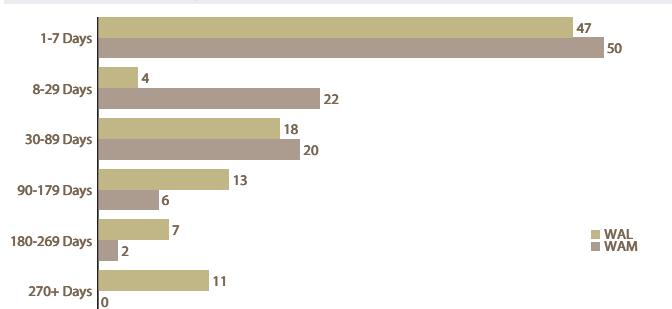
% of portfolio

- Government Agency Debt: (38)
- Government Agency Repo: (27)
- Treasury Repurchase Agreement: (19)
- Treasury Debt: (16)



Total : 100%

Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 30 days

Weighted average life: 94 days

Daily liquid assets: 52%

Weekly liquid assets: 65%

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

Fund disclosures

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

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

Definition of terms

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

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

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

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

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

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Treasury Plus Money Market Fund

All information is as of 2-28-18 unless otherwise indicated. Information is subject to change.

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Institutional
Investment Minimum	\$10 million
Ticker	PISXX
CUSIP	94975H296
Gross Expense Ratio	0.23%
Net Expense Ratio	0.20%

Total fund assets \$14.9 billion

Fund Manager	Laurie R. White, Jeffrey L. Weaver, CFA, Michael C. Bird, CFA
Fund Inception Date	10-01-85
Class Inception Date	8-11-95
Trading deadline	5 p.m. Eastern Time

Performance

Current yield as of 2-28-18

7-day SEC yield (%)
1.22

Month	30-day current yield (%)
February 2017	0.39
March 2017	0.50
April 2017	0.60
May 2017	0.63
June 2017	0.76
July 2017	0.84
August 2017	0.84
September 2017	0.86
October 2017	0.89
November 2017	0.93
December 2017	1.05
January 2018	1.16
February 2018	1.19

Average annual total returns (%) as of 2-28-18

1 year	3 year	5 year	10 year	Since Inception
0.85	0.37	0.22	0.23	3.33

The Manager has contractually committed through May 31, 2018, to waive fees and/or reimburse expenses to the extent necessary to cap the Fund's Total Annual Fund Operating Expenses After Fee Waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses and extraordinary expenses are excluded from the cap. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees. Without these reductions, the fund's seven-day current yield would have been 1.20%. The expense ratio paid by an investor is the net expense ratio or the total annual fund operating expense after fee waivers, as stated in the prospectus.

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

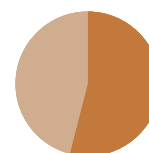
Principal investment strategies

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

Portfolio composition¹

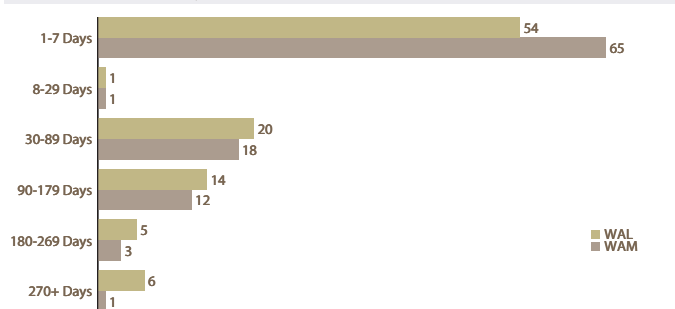
% of portfolio

- Treasury Repurchase Agreement: (54)
- Treasury Debt: (46)



Total : 100%

Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 35 days

Weighted average life: 75 days

Daily liquid assets: 95%

Weekly liquid assets: 100%

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Nevada Collateral Pool
Daily Depository Report
 3/14/2018

Depository					Office of the State Treasurer	
Name	DDLedger Balance	IBLedger Balance	FDICBalance	Required Collateral	Market Value	Excess
America First Federal Credit Union	\$0.00	\$1,626,164.56	\$582,357.51	\$594,004.66	\$2,001,910.46	\$1,407,905.80
Bank of America	\$414,538,196.94	\$35,908,402.77	\$443,526,786.16	\$452,397,321.88	\$535,434,388.21	\$83,037,066.33
City National Bank	\$2,172,810.33	\$6,636,800.07	\$7,786,545.11	\$7,942,276.01	\$11,772,145.68	\$3,829,869.67
Heritage Bank of Nevada	\$4,260,132.00	\$8,185,168.00	\$11,290,361.00	\$11,516,168.22	\$12,895,463.46	\$1,379,295.24
JP Morgan Chase Bank	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Meadows Bank	\$0.00	\$5,833,662.05	\$5,300,080.69	\$5,406,082.30	\$6,452,991.31	\$1,046,909.01
Nevada Bank & Trust	\$12,885,732.50	\$20,667.96	\$9,866,737.43	\$10,064,072.18	\$11,066,208.27	\$1,002,136.09
Nevada State Bank	\$99,222,229.00	\$40,851,309.00	\$122,387,867.79	\$124,835,625.15	\$140,000,000.00	\$15,164,374.85
Pahrnagat Valley Federal Credit Union	\$309,847.49	\$947,293.91	\$256,042.29	\$261,163.14	\$395,570.02	\$134,406.88
Umpqua Bank	\$681,502.11	\$3,815,372.91	\$3,227,006.89	\$3,291,547.03	\$7,493,548.92	\$4,202,001.89
United Federal Credit Union	\$3,752,272.99	\$2,653,081.89	\$5,905,354.88	\$6,023,461.98	\$6,974,647.14	\$951,185.16
US Bank	\$28,795,509.76	\$1,230,979.71	\$26,688,535.47	\$27,222,306.18	\$100,000,000.00	\$72,777,693.82
Washington Federal	\$51,679,748.78	\$50,272,289.31	\$101,414,728.51	\$103,443,023.08	\$112,623,994.26	\$9,180,971.18
Wells Fargo Bank	\$553,834,407.46	\$145,907,557.36	\$671,543,100.69	\$684,973,962.70	\$755,171,706.17	\$70,197,743.47
Western Alliance Bank	\$280,328,099.65	\$102,701,401.62	\$378,583,481.70	\$386,155,151.33	\$438,763,963.64	\$52,608,812.31

*Remaining ledger balances less applicable insurance (uninsured balance). The portion of deposits that must be colateralized at 102%.

Notice: Market valuation of pledged collateral as determined by the Office of the State Treasurer

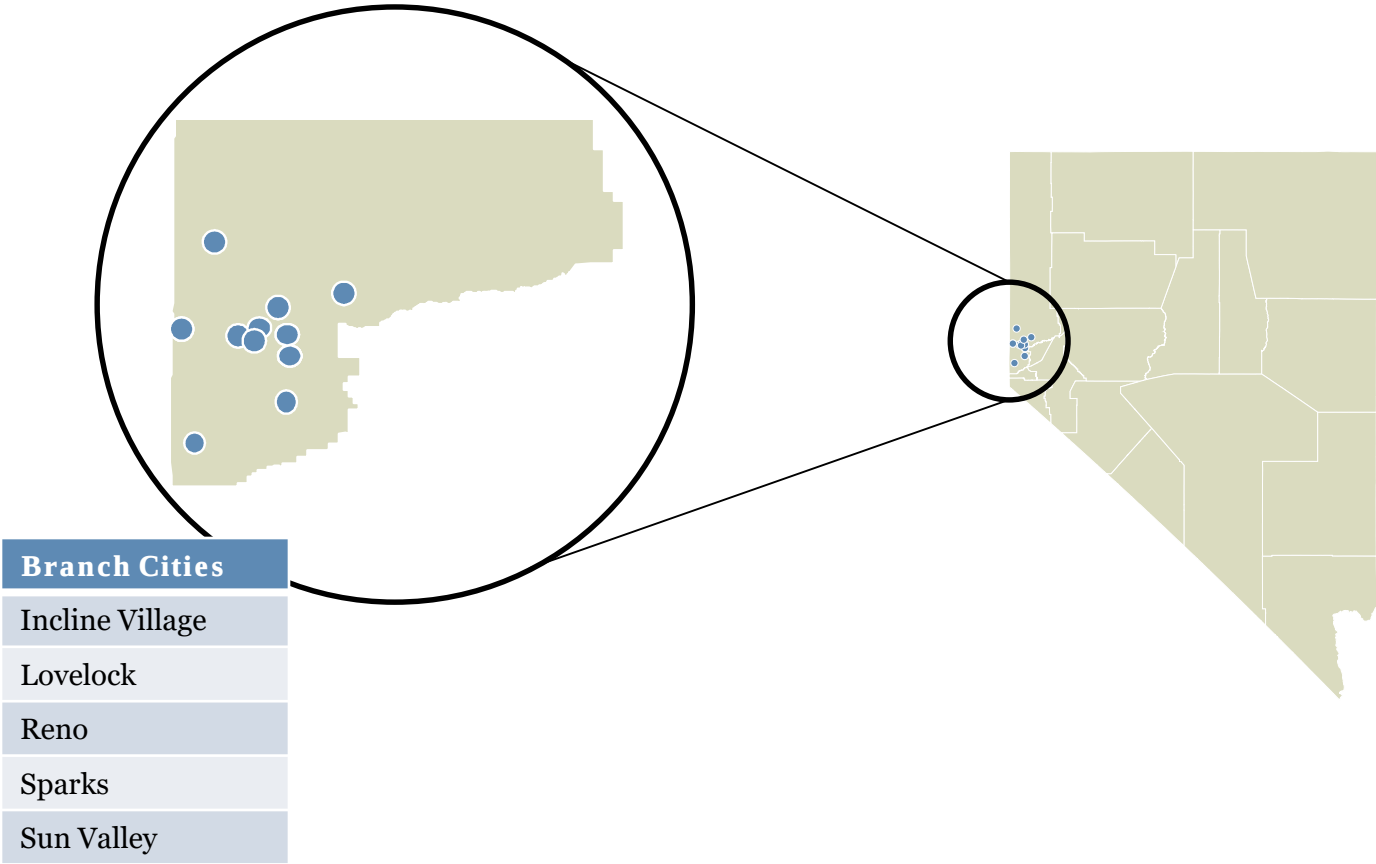
The market valuation derived by the Office of the State Treasurer, Nevada Collateral Pool is calculated by utilizing the current market price as quoted by a recognized pricing service, currently Bloomberg Data License® and Street Software Technology, Inc., and factors assigned to the pledged security to determine the most practicable market valuation. The recognized pricing service is subject to change at any time by the Office of the State Treasurer without notice.

The current market price is defined as the market price of the security pledged as collateral that has been priced on the same or previous business day based upon the security type, unless the security pledged does not change each day in which case the price is based upon the last published price for that period. Business day is defined as the close of commercial business at 5:00 p.m. Eastern time.

The market value of any asset backed security pledged as eligible collateral shall be reduced to reflect distributions of principal made on account of such security. Notwithstanding the foregoing, the Office of the State Treasurer may require adjustments to the securities held as pledged collateral, ensuring the pledging of sufficient marketable collateral to meet the purposes of the program.

Revised: 2/14/06

Tab D: Wells Fargo branches and ATMs* in Washoe County, Nevada*



*Each branch location contains an ATM.
Please see Tab O in the Appendix for the listing of branches closest to the County addresses provided.

Cash Vault: Coin Deposit Preparation Guide

The following guidelines are necessary to ensure same day credit for your deposit as long as the deposit is received by the published deposit timeline. If these guidelines are not followed, you may be subject to additional fees and a delay in verification and posting of funds.

Prior to your armored carrier's arrival, please adhere to the following steps to prepare your deposits. In addition, please refer to your internal control and processes for retaining carrier pick-up receipts.

Coin deposit preparation guidelines

Coins are accepted for deposit if they comply with Wells Fargo's Cash Vault deposit preparation guidelines. The guidelines require:

- Coin deposits must consist only of coin and excludes any checks or paper currency.
- Coin deposit bags must weigh no more than 50 pounds.
- Coin deposits must consist of only domestic coins in good condition. The following coins are not accepted at the Cash Vault:
 - Non-U.S. coin or foreign coin
 - Mutilated coin or coins that are bent, broken, not whole, or fused or melted together
 - Uncurrent coin or coins that are whole, but are worn or reduced in weight by natural abrasion

Coin deposit procedures

Customers making coin deposits are also expected to adhere to the following procedures:

1. Count and package coins according to the options described below:
 - a. **Standard Coin Bags** must contain a predefined amount* of one denomination.

Coin Type	Full Bag Amount*
Pennies	\$50.00
Nickels	\$200.00
Dimes	\$1,000.00
Quarters	\$1,000.00
Halves	\$1,000.00
Dollars	\$2,000.00

*Amounts in each bag are designated by the Federal Reserve Bank

- b. **Non-Standard Bags** consist of mixed coin denominations or a single denomination not equaling a standard bag. The exact value is known and declared on the deposit slip.
- c. **Subject to Count Bags** consist of mixed or same denominations of coin that have not yet been counted, so the exact value is unknown. A separate deposit slip must be created for Subject to Count (STC) bag deposits.

2. Prepare the deposit slip(s) and review for accuracy. On the pre-encoded deposit slip, provide:

A	Deposit date
B	Coin total, or on a Subject to Count deposit write STC
C	Bag serial number(s) (list in the check number fields; for example, write Bag #1 and its associated coin total)
D	Deposit total, or on a Subject to Count deposit write STC

If the deposit slip is not pre-encoded, also include:

- Account name
- Location number
- Account number

(Deposit slip examples on next page)

Two examples of pre-encoded deposit slips are provided below:

1. **Coin Only Deposit**, where the exact value is known and declared on the deposit slip:

DEPOSIT TICKET
WELLS FARGO BANK

A DATE 1/10/01
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
INCLUDE ADDING MACHINE TAPE LISTING

CURRENCY COUNT

X	100	
X	50	
X	20	N/A
X	10	
X	5	
X	2	
X	1	

TOTAL CURRENCY

DOLLARS		CENTS
TOTAL CURRENCY	428	56
TOTAL COIN		
TOTAL		

ABC COMPANY
LOCATION 25

1000077814629 107426

B

C Bag #1 \$10.00
Bag #2 18.56

N/A

D TOTAL DEPOSIT
\$ 428 56

TOTAL 428 56
PLEASE ENTER TOTAL HERE

2. **Subject to Count Deposit**, where the coin that has not yet been counted and the exact value is unknown:

DEPOSIT TICKET
WELLS FARGO BANK

A DATE 1/10/01
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
INCLUDE ADDING MACHINE TAPE LISTING

CURRENCY COUNT

X	100	
X	50	
X	20	N/A
X	10	
X	5	
X	2	
X	1	

TOTAL CURRENCY

DOLLARS		CENTS
TOTAL CURRENCY		
TOTAL COIN		STC
TOTAL		

ABC COMPANY
LOCATION 25

1000077814629 107426

B

C Bag #1 STC

N/A

D TOTAL DEPOSIT
\$ STC

TOTAL STC
PLEASE ENTER TOTAL HERE

(Procedures continue on next page)

3. Place coin into Bank approved bag (see ***Federal Reserve Coin Deposit Bag Minimum Requirements*** on next page)
4. Package the deposit.
 - a. Place the deposit slip in a separate bag or envelope.
 - b. Complete all information listed in **Step 2** in writable areas.
 - c. Gather the coin, then load and seal the bag. **Do not** remove the processor receipt at the top of the bag.
 - d. If the deposit contents exceed the bag weight limits, use multiple bags.
 - Label the bags (e.g. 1 of 2 and 2 of 2)
 - List the total number of bags and the bag numbers from coin bags in the checks listing area of the deposit slip (e.g. Bag # 1)
 - If the coin only deposit is a Subject to Count coin deposit, STC must be clearly written on the deposit bag.
 - e. Complete one armored shipping manifest for the coin bag(s) addressed to Wells Fargo.
 - f. Complete another shipping manifest for the documentation envelope or bag that contains the deposit slip addressed to the Wells Fargo cash vault. **Do not attach the envelope containing the deposit slip to the clear plastic deposit coin bag or place it inside the bag. This will delay posting.**
 - g. Write the bag serial number on the manifest.
 - h. Retain the duplicate copy of the manifest and a copy of the deposit slip(s) for your records.
5. Present the coin deposit and the deposit slip envelope to the armored carrier.

(See ***Federal Reserve Coin Deposit Bag Minimum Requirements*** on next page)

Federal Reserve Coin Deposit Bag Minimum Requirements

Security:

- Bags should be self-sealing.
- The seal must be tamper-evident.

Durability:

- Bags should incorporate a reinforced handle to be able to withstand a hang test with a load of 100lbs or more.
- The thickness of the material should be a minimum of 6.5-mil.
- A full bag of coin should be able to withstand eight to ten, six-foot drops

Stackability:

- Exterior coefficient of friction (COF) of bags should be sufficient to prevent slipping while stacked with other plastic and/or canvas bags

Size and Features:

- Dimensions of the bag should be similar to that of a standard canvas coin bag.
- The bag's interior should not exceed 13" by 19".
- Bag handles should not exceed three inches, with total bag dimensions not to exceed 13" by 22".
- Bags may be either clear or tinted. If the bag material is colored, the color should not be opaque; contents must be clearly distinguishable through the packaging material.

Dual Pouch Deposit Bag Specifications

Proof Specifications

- Receipt and bag must be bar coded with identical numbers
- Bag size and style: 9.125" x 15" + 1.5" receipt
- Film color (front): Clear
- Film color (back): Black
- Film type & gauge: Co-Ex, 2.75 mil total

Bag Number System

- Receipt and flap on closure system have the same distinctive numbers, which are printed with an inkjet printer.
- The distinctive number must be a ten-digit bar code number in standard Modulus 10 (weighted) check digit format with a leading digit that is not 0, 5, 8, or 9.
- Bar code must be readable by all major scanning devices and technologies.
- Bar code symbology should be Code 3 of 9.

Required Information

Front of bag must contain space for the following information fields:

▪ Customer Name	▪ Store Number
▪ Cash Amount	▪ Total Amount
▪ Check Amount	

Product Feature Requirements

- Closure must:
 - o Be extremely tamper-evident under various conditions
 - o Show "Void" when tampering occurs
 - o Endure normal usage without showing evidence of tampering
- Seals must be sturdy, highly tamper proof, and leak resistant
- Film must:
 - o Endure normal usage without deterioration
 - o Be water and oil resistant

Product Construction

Featured Bag Requirements

- ½" pouch seal on both sides of the bag and a minimum seal strength of 2,990 grams/inch.
- ¼" pouch seal separating the cash-only and check-only pouches with a minimum seal strength of 2,076 grams/inch.
- Seals are straight and cleanly cut to provide a maximum degree of tamper evidence.

Primary Closure Method – Cash Pouch

- Self-sealing, pressure-sensitive void tape
- In-line adhesive 1.125" width
- 1.125" release liner
- 1.5" tear-off receipt strip
- Release liner is easily detached
- Maximum degree of tamper proof within temperature range of -60° to 160° Fahrenheit

Primary Closure Method – Check Pouch

- ¼" adhesive width
- ½" release liner
- Pouch is resealable with self-sealing, pressure-sensitive adhesive

Depository services

Returned Item services

Helping you improve the efficiency of your check processing and increase your collection rates

Wells Fargo offers a complete suite of innovative Returned Item services designed to improve the returned item process and reduce the burden on your staff. By using a common processing platform and set of instructions, our integration of paper and electronic returns delivers a consistent customer experience — regardless of the original deposit method or any subsequent conversion to electronic returns. You'll receive faster notification of returned items, full-service returned-item management with a suite of image options, integrated paper and electronic returns, comprehensive reporting, custom redeposit features, and service fee recovery.

Returned Item services include:

Your choice of convenient delivery options. Choose online, electronic, or paper options.

- **Online via the *Commercial Electronic Office*® (CEO) portal.** The CEO portal's single sign-on gives you access to real-time delivery, images, and funding impacts with our Returned Item Image service and Returned Item Detail report.* Decide the disposition of your returned checks with our Returned Item Decisioning service, which offers fully customizable options for dollar thresholds. For example, you may choose to only have items over \$10,000 available for decisioning, and only items over \$1,000 included with your Detail report. You can download, store, and distribute files within your office with a simple mouse-click. New returned items are posted between 6:00 a.m. and 12:00 p.m. Pacific Time.
- **Electronic returns.** Take advantage of multiple representment opportunities available on Accounts Receivable Check Conversion (ARC), Back Office Conversion (BOC), and Electronic Return (RCK) items through the Automated Clearing House (ACH).
- **Image File Import.** Your Demand Deposit Account (DDA) returned item information is sent to you the next morning.

- **Reporting Options.** Your choice of one- or two-sided check images, chargebacks, reclears, over- or under-dollar amounts, sorting by location(s), summaries, detailed line item reports, and more.
- **Suite of returned-item image options.** Choose from online, on-demand returned-item images, Image File Import (IFI) transmission, or PDF transmission to serve your needs.

Faster access to information for reduced fraud risk.

The ability to make decisions sooner, along with earlier image delivery, increases your chances of collecting your returned checks.

Custom automated redeposit. Flexible redeposit instructions; effective dating of redeposits; and optional online, real-time decisioning allow you the highest potential for collection, while permitting you to retain use of the funds during the redeposit process.

Comprehensive reporting that saves you time and money.

Extensive and flexible reporting options — as well as online image availability — give your company easy access to information that reduces the amount of staff time spent researching, analyzing, and recording returned payments. Options include Intraday and Previous Day reports, Settled Item reports, and Event Notification.

continued

*Decisions made between 6:00 a.m. and 4:30 p.m. Pacific Time will be reflected on intraday reports in real time.

Together we'll go far



WELLS FARGO Returned Items Contact Us Help X Close

Signed On As: Henry Wells

Today's Status
[Search for Items](#)
[Pending Items](#)
[Reviewed Items](#)
[Results](#)

Today's Status
 To view items by type, click the item type total in the Total Items column.
 * Returned Item For more information
 Activity Date: 05/27/2006
 Decision Deadline: 4:00 PM PT

Today's Activity Summary

Returned Items	Total Items	Total Amount
Today's Totals	10	\$4,799.00
Pending	10	\$4,799.00
Chargeback	6	\$2,876.00
Chargeable	5	\$2,876.00
Unchargeable	1	\$0.00
Redeposit	0	\$1,923.00
Chargeable	4	\$1,924.00
Unchargeable	0	\$0.00
Confirmed Deposit	0	\$0.00
Chargeable	0	\$0.00
Chargeable	0	\$0.00
Unchargeable	0	\$0.00
Redeposit	0	\$0.00
Chargeable	0	\$0.00
Unchargeable	0	\$0.00

To view items by account, select at least one account number from the menu below. Specify additional criteria, and click Review.

Activity by Account
 Account Number(s):
 Deposit Account 1 Location 1 (Chargeback) User Name Account 1 Chargeback Account 1
 400000611224/ (Maker Name 1) N/A
 400000611245/ (Maker Name 2) N/A
 400000611345/ (Maker Name 3) N/A
 400000611345/ (Maker Name 4) N/A
 400000611345/ (Maker Name 5) N/A
 400000611345/ (Maker Name 6) N/A
 400000611345/ (Maker Name 7) N/A
 400000611345/ (Maker Name 8) N/A
 400000611345/ (Maker Name 9) N/A
 400000611345/ (Maker Name 10) N/A
 Select All (To select multiple accounts use the "TEXT" box.)
 Select a filter to narrow the list of account numbers above.
 -Select Account Filter- Filter Close

Return Type:
☒ Chargebacks ☐ Redeposits ☐ All
 If you select Chargebacks as the Return Type, specify the Chargeback Type.
 Chargeback Type: ☐ Chargeable ☐ Unchargeable

Decision List:
☒ Pending Items ☐ Reviewed Items

Items Per Page:
 10 Review Reset

You can easily access your Returned Item services through the *CEO* portal, under My Services. From the main screen, you can view item status, make decisions regarding the disposition of your returned items, and view reports.

WELLS FARGO Returned Items Contact Us Help X Close

Signed On As: Henry Wells

Search for Items
[Results](#)
[View Image](#)

Selected Images
 Viewing 1 - 1 of 1 images
 Previous 5 Next 5

Image Viewer
 Default Lighter Darker Invert Rotate Rotate View Back
 Zoom In Zoom Out

Item Details

Deposit Account Number:	401xxxxx85	Return Date:	06/01/2006
Location Number:	N/A	Return Reason (Code):	NSF 1st Time
Check Amount:	\$989.70	Maker Account Number:	985xxxxx59
Check/Serial Number:	120	Disposition:	Reclear
Original Deposit Date:	05/24/2006	Chargeback Account Number:	
Original Deposit Amount:	\$7,800.00		

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From the Reviewed Items screen, select any item and click the View Image button to see an image of your returned item.

For more information on Returned Item services, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

Remote deposit

Desktop Deposit[®] service

Technical requirements and scanner guide

Making deposits with the *Desktop Deposit* service through the *Commercial Electronic Office*[®] (CEO[®]) portal is easy. All you need is a computer, a scanner, and a high-speed internet connection. The *Desktop Deposit* service supports Mac (with Panini scanners) and Windows-compatible computers. It does not support UNIX or Linux operating systems. It is not compatible with hosted application services, such as Citrix server.

Technical requirements

Supported operating systems	Windows 7 Professional Windows 8.1 Professional Windows 10 Enterprise (with Internet Explorer 11) macOS Sierra (with Safari 10.x) Mac OS X Yosemite 10.10.x (with Safari 8.x) Mac OS X El Capitan (with Safari 9.x)
Supported browsers	Internet Explorer 10 and 11 Safari 8.x, 9.x, and 10.x (only on macOS and Mac OS X)
Internet connection	Broadband (DSL, cable modem, T1, T3/DS3)
Ports	USB port 2.0 or higher

continued



Compatible scanners

The *Desktop Deposit* service is compatible with several industry-leading check scanner models. Check scanners read MICR lines, capture front and back check images in a single pass, and spray an indication on checks that they've been processed electronically.

Scanner guide

Manufacturer	Description	Suggested daily volume
Digital Check 	Digital Check CheXpress CX 30 • Single feed	Fewer than 20 checks per day
	Digital Check TS 240-50 • 50 documents per minute	Fewer than 100 checks per day
	Digital Check TS 240-75 • 75 documents per minute	Fewer than 200 checks per day
	Digital Check TS 240-100 • 100 documents per minute	Fewer than 300 checks per day
Panini 	Panini Vision X 50 • 50 documents per minute • Mac-compatible	Fewer than 100 checks per day
Canon 	Canon CR 190i II • 190 documents per minute	More than 400 checks per day

Wells Fargo's scanner vendor does not sell the following models, but they are compatible with our service. You may purchase them from other sources.

- Digital Check TS230
- Panini I: Deal
- Panini Vision X 75
- Panini Vision X 60 AGP

For more information on the Desktop Deposit service, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

Quick Reference Guide

Last updated October 2017

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

Suggested daily check volume	Scanner type	Description	Warranty	Charge basis	\$ Cost	\$ Price
Fewer than 20 per day	CEO Mobile® Deposit	Desktop Deposit users with scan and balance authorizations can deposit checks from a camera-enabled iPhone, iPad, or Android smartphone through the downloadable CEO Mobile app available from the Apple App Store and Google Play Store.	N/A	N/A	N/A	N/A
		Digital Check CheXpress CX 30-IJ – single feed	12 month	per unit	\$364.00	\$468.00
			24 month	per unit	\$394.00	\$505.00
Fewer than 500 per day		Digital Check TS 240-50 ▪ 50 documents per minute	12 month	per unit	\$549.00	\$699.00
			24 month	per unit	\$589.00	\$749.00
		Panini Vision X 50 ▪ 50 documents per minute ▪ Mac Compatible	12 month	per unit	\$592.00	\$740.00
			24 month	per unit	\$632.00	\$790.00
More than 500 per day		Digital Check TS 240-100 ▪ 100 documents per minute	12 month	per unit	\$732.00	\$928.00
			24 month	per unit	\$772.00	\$978.00
		Canon CR190i II ▪ 190 documents per minute Note: Allow five to seven extra business days for delivery.	12 month	per unit	\$2,734.00	\$2,734.00
			24 month	per unit	\$3,093.00	\$3,093.00

The following scanners are not sold through Wells Fargo's scanner fulfillment partner, but are compatible with our service.

- Digital Check TS230
- Digital Check TS240-75
- Canon CR190i
- Panini I:Deal
- Panini Vision X 75
- Panini Vision X 60 AGP

Reminder: If a customer is given scanner pricing other than the standard price, the difference is charged to the relationship team's AU.

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Desktop Deposit price schedule (continued)

12-month extended warranty – purchased at expiration		\$ Price
Panini Vision X 50	per unit	\$102.91
Digital Check CX30 single feed	per unit	\$84.86
Digital Check TS240 batch scanners	per unit	\$102.91
Maintenance fees		
Cleaning: Includes removal of loose dirt and debris, complete cleaning of the magnetic head, and cleaning of all rubber roller surfaces.	per unit	\$65.00
Checkout: Includes evaluation and testing of unit/parts to specified standards. Note: Only applies if no problem is found.	per unit	\$65.00
Preventive maintenance: Includes a standard cleaning plus replacement of all O-rings and the drive belt.	per unit	\$154.37
Expedite: One day turnaround on warranty or service procedures.	per unit	\$51.46
Expedite: Same day turnaround on warranty or service procedures.	per unit	\$102.91
Repairs: Not covered under warranty	per hour plus parts	\$154.37
Repairs: Not covered under warranty	Flat rate covers all work (except camera or motherboard)	\$171.86
Supplies		
Franker for Panini i:Deal	per franker	\$23.53
Ink cartridge for Panini Vision X	per cartridge	\$22.63
Ink cartridge for Digital Check	per cartridge	\$22.63
3-pack ink cartridge for Panini or Digital Check	per 3-pack of cartridges	\$59.69
Ink cartridge for Panini AGP	per cartridge	\$56.08
Check retention bags	per 100 bags	\$23.86
Replacement box w/inserts (CX30)	per kit	\$18.52
Replacement box w/inserts (TS240)	per kit	\$23.51
Replacement box w/inserts (Panini)	per kit	\$36.27
Cleaning kit for Panini	per kit	\$46.99
Cleaning kit for Digital Check	per kit	\$48.61
Cleaning kit for Digital Check (small)	per kit	\$12.30
Cleaning cards for Canon	per pack	\$21.09
Cleaning swabs for Digital Check	per pack	\$7.20
Other		
Billing adjustments	per occasion	\$15.44
Restocking – Cancelled orders (unopened units only)	per unit	\$77.18

Commercial Electronic Office®

CEO® portal

Secure online access to the banking services you need to manage your business

The *Commercial Electronic Office* (CEO) portal provides a convenient single point of access to a broad offering of online banking services, including cash management, credit, investments, foreign exchange, trade finance, capital markets, and trust. And with our *CEO Mobile*® service, you can securely access your accounts with a mobile device when you need to.

The CEO portal allows you to manage cash flow and liquidity, monitor accounts for fraud, analyze and report on balances and transactions, and establish limits and controls for your accounts, transactions, and users.

The CEO portal lets you:

- Save time with online account management and real-time alerts.
- Easily integrate your banking information with your current systems and reporting processes.
- Centralize your payment and disbursement capabilities.
- Send wire transfers in US dollars or a wide range of currencies using a single integrated workflow through the CEO Wires service.
- Quickly take action on check stops and searches, password resets, or wire transfer approvals.
- Use interactive reporting tools for improved funding and investment decisions.

Manage accounts and users

- Control access to your accounts, set user transaction limits, assign administrators, and manage how transactions are authorized with our Administration service.
- Use our Alerts service to receive notifications about your accounts and transactions by text, email, or fax.
- Customize your CEO portal home page so you can view critical balance and transaction information at a glance.
- Mitigate fraud and operational risk with advanced monitoring and decision-making tools.

Safe and secure

- We use multiple layers of protection to keep your accounts and information secure.
- Fraud protection services include ACH Fraud Filter for electronic debits and credits, and Positive Pay for checks, presented in a single centralized view through the Fraud Manager service.
- Dual custody is one of the best ways to guard against fraud with sensitive money movement transactions or user access changes. Your authorized approvers can also use the CEO Mobile service to approve items.
- Visit wellsfargo.com/com/fraud to learn more about reducing your risk of online and mobile banking fraud.

Mobile banking services

- The CEO Mobile Service allows you to securely access your accounts when you need to. You can perform many of the same tasks you do on the CEO portal, as well as additional functions such as uploading Commercial Card receipts or depositing checks using an iPhone, iPad, or Android smartphone.¹
- The CEO Mobile Token feature eliminates the need for you to carry a physical security token by generating a code on your iPhone or Android smartphone in place of your RSA SecurID® token to perform transactions on the CEO portal and CEO Mobile service.¹

Continuous updates and enhancements

- We continually update and enhance our products and services and launch new offerings to ensure we continue to meet your business needs.

For more information, contact your Wells Fargo representative or visit wellsfargo.com/com/ceo.

¹ Requires iOS version 10.1 or above or Android version 5.0 or above.



Commercial Electronic Office

Treasury Information Reporting

Helping you make more-educated decisions, and reconcile accounts quickly and easily, by providing comprehensive reporting on the treasury activity for your Wells Fargo, non-Wells Fargo, and international bank accounts

Whether your company needs comprehensive reports on domestic or international treasury activity, Wells Fargo Treasury Information Reporting puts extensive, real-time information at your fingertips to help you make critical business decisions. Treasury Information Reporting delivers online automated, customizable information reporting for all your business activities through the *Commercial Electronic Office*® (CEO®) portal. With a single sign-on and just one password, you can view, print, and download your balances, transactions, and check images on selected reports for review in minutes.

Treasury Information Reporting provides:

Customized reporting options. Our suite of reports allows you to select reports or statements to support your treasury management activity. Online delivery allows you to select only the dates, accounts, and transactions you want to see.

Saved reports. After you customize your report, you can save it and reuse it anytime you want. Save up to 100 customized reports that you can edit at any time.

Shared reports. Sharing your saved report lets you share it with other users who have access to the standard report. Shared reporting gives each user in your company access to the saved settings you have established for their authorized accounts — saving you the time of customizing each person's report to provide similar results. Your company can share up to 200 reports and each user up to 50 reports.

Account Balances panel. View critical account information as soon as you log on to the CEO portal. This panel provides the balance information you want to see from the accounts you choose.

Quick Reports. Access the reports you choose from Quick Reports directly on the CEO Home dropdown menu.

Intraday data availability. We update many reports several times throughout the day, ensuring that your balance and transaction information is current.

Cash Flow Analysis. In addition to the traditional reporting services available within Treasury Information Reporting, Cash Flow Analysis is an interactive reporting tool that provides you the information you need to optimize your organization's financial position. Cash Flow Analysis provides comprehensive views of your

current cash and credit position, with the ability to drill down to detailed transactional information. Additionally, forecasting and advanced reporting tools can assist with improved funding decisions, faster reconciliation, better trending, and management reporting.

Data Exchange. Combine information for your Wells Fargo accounts with your accounts at other banks to get a complete look at your financial picture. Incoming Data Exchange sends intraday and previous day account balance, and transaction detail activity to Wells Fargo from participating financial institutions.

Images. You can view check images that have posted to your account by the next business day on several reports.

Event Messaging. Receive proactive notification of time-critical information directly, by email, fax, or text message, at whatever time you specify.

Self administration. You can add new CEO portal users and administrators, reset passwords, disable users, and add or modify existing user authorizations — and even add additional reports or features.

Autolink. Reduce the amount of time you spend on routine tasks by automating your report retrieval and delivering reports directly to your workstation or printer. Generate reports at any time, or schedule them to run daily, weekly, or monthly. Implementation is simple and secure, and does not require a direct transmission set up.

continued

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	Report formats					
Report	HTML	PDF	Excel	CSV	BAI V2	With this report, you can:
Previous Day reports						
Express Balance ^{††}	Y	Y	Y	Y	N	Get a quick snapshot of your previous day account balance information.
Loan Manager	Y	Y	Y	Y	Y	Receive a consolidated view of your asset-based loan activity, including summarization of operating account, collateral account, and loan activity.
Month-to-Date Balance	Y	Y	Y	Y	Y	View a daily summary of account balances, aggregate float, and total transactions posted to your account for the month to date, for the prior month, or for a specific date range.
Previous Day Posting Status	Y	Y	N	N	N	Check this report throughout the day to see which of your accounts has available previous day information.
Previous Day Composite ^{††}	Y	Y	Y	Y	Y	Get a complete view of previous day information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction.
Previous Day Return Item*	Y	Y	Y	Y	Y	View details of returns after they are charged to your account. You can also view images of each return.
Previous Day Running Ledger	Y	Y	Y	Y	N	Provides a concise view of the detail debits and credits posted to your account, with the running ledger balance alongside each transaction reported. (Report is included with enrollment to the Previous Day Composite report.)
Sweep Account Position [†]	Y	Y	Y	Y	N	Monitor your line of credit, view your investment position for the next day, see how sweep activity on Stagecoach Sweep® transactions impacts your line of credit, and track dividend accruals.
Intraday reports						
Cash Letter Detail	Y	Y	N	N	N	Determine your exact cash position by viewing detailed funds availability information on preencoded check deposits.
Controlled Disbursement Detail	Y	Y	Y	Y	Y	View in-depth transaction details for each of your controlled disbursement accounts. Use with the Controlled Disbursement Summary report to make better investment and borrowing decisions.
Controlled Disbursement Summary	Y	Y	Y	Y	Y	Identify excess funds by viewing a summary of the day's presentment and adjustment activity. Use with the Controlled Disbursement Detail report to help you make better investment and borrowing decisions.
Deposit Detail	Y	Y	Y	Y	N	View all of your electronic deposits for a given day, all of the items in each deposit, and whether they were processed as checks, ACH ARC, or ACH POP transactions and are subject to adjustment.
E-Box®	Y	Y	Y	Y	N	Review and post payments that originate through an online bill pay service. View information needed to match payments to Accounts Receivables.
EDI Payment Detail	Y	Y	Y	Y	Y	Receive ACH and EDI payment data from your trading partner in a comprehensive format.
Intraday Composite	Y	Y	Y	Y	Y	Get a complete view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	Y	Y	N	N	N	View balance, debit, and credit information to help determine intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Y	Y	Y	Y	Y	Access details of returned items before your account is charged for the returns.
Lockbox Availability	Y	Y	Y	Y	Y	Determine the funds availability information for all lockbox deposits. Use the report with the Lockbox Detail report to get faster access to your cash.
Lockbox Detail [†]	Y	Y	Y	Y	Y	See detailed information about received payments from your customers. You can also view images for each deposit. Use the report with the Lockbox Availability report to improve your cash management.
Wire Transfer Detail	Y	Y	Y	Y	Y	Get comprehensive detail of all outgoing and incoming funds transfers grouped by type: book transfers, Federal Reserve domestic wires, and cross-border wires.
ACH reports						
ACH Customer Activity	Y	Y	N	N	N	Access settlement information and adjustment detail, as well as a summary of return activity so you can make more informed decisions when managing your accounts.
ACH Origination	Y	Y	Y	Y	N	Investigate ACH-originated transactions and confirm that the bank processed them.
ACH Receive	Y	Y	Y	Y	Y	View timely information about all received ACH transactions that will post at the end of the current day.
ACH Return/NOC	Y	Y	Y	Y	Y	Get detailed information on all ACH transactions that were returned for any reason.
ARP activity reports						
ARP Data Query	N	N	Y	Y	N	Perform queries on your Account Reconciliation Plan account information, and download the results in CSV or Excel.
ARP File Posting Confirmation	N	Y	N	N	N	View a summary of your account reconciliation activity by date, including check issues, cancels, and voids, as well as stop payment requests, releases, and renewals.
ARP Statements and Optional Reports ARP Off-Cycle Reports	N	Y	Y	Y	N	Access your ARP statement and 14 optional ARP reports for up to 12 months from the date of issue. Or, choose just the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.
Statements						
DDA Cycled Statement	Y	Y	Y	Y	Y	View your electronic statement of checking activity the day after your statement cycle closes.
Cash Flow Analysis						
Cash positioning	Y	N	Y	N	N	View real-time consolidated information with the ability to drill down to transactional details.
Cash forecasting	Y	N	Y	N	N	Get quick and easy forecasting up to 57 weeks in the future.
Journal entry	Y	N	Y	N	N	Automate journal entries for reconciliation through rule creation to match bank transactions with general ledger accounts.

For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

* These reports allow you to view, print, and download images of checks.

† You can view sweep information on the Previous Day composite and Express Balance reports.

‡ Also view balances in the Account Balances panel on the CEO homepage.



04/16/20XX 03:13 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.
Express Balance Report
As of 04/15/20XX

Commercial Electronic Office®

Treasury Information Reporting

Note: Intraday information subject to change

Summary Section

		Previous Day Balances		Intraday Balance	
Account Number	Account Name	Closing Ledger Balance	Closing Collected Balance	Opening Available Balance	Current Available Balance
Account Balances for 073000228 WELLS FARGO BANK, N.A.					
12345	WIDGETS INC.	4,402,244.58	343,223.58	2,850,676.58	275,697.13
12344	ABC COMPANY	31,692.00	.00	190,510.68	206,010.68
Account Balances for 075911988 WELLS FARGO BANK, N.A.					
12333	SMITH ENTERPRISES	148,911.00	50,000.00	471,110.60	175,690.00

Account Section

Currency:USD					
Bank:	073000228	WELLS FARGO BANK, N.A.			
Account:	12345	Widgets Inc.			
Closing Ledger Balance	4,402,244.58	Total Credits	4,417,474.21		
Closing Collected Balance	343,223.58	Total Debits	5,716,852.49		
Opening Available Balance	2,850,676.58	Total Number Credits	6		
Current Available Balance	275,697.13	Total Number Debits	8		

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Currency:USD					
Bank:	073000228	WELLS FARGO BANK, N.A.			
Account:	12344	ABC COMPANY			
Closing Ledger Balance	31,692.00	Total Credits	16,892.16		
Closing Collected Balance	.00	Total Debits	1,392.16		
Opening Available Balance	190,510.68	Total Number Credits	2		
Current Available Balance	206,010.68	Total Number Debits	6		

Sweep Activity

Sweep Ending Balance	175,610.84	Fund Yield	4.75%		
Funds Pending Inv/Red	-1,392.16	SEC Yield (7-Day Average)	4.76%		
Pending Investment Position	174,218.68	Dividends Paid	0.00		
Shares Purchased (Credit)	16,452.00	Accrued Dividends Month-To-Date	360.10		
Shares Redeemed (Debit)	.00	Dividends Year-To-Date	261.81		
		LAST Month's Dividends	261.81		

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Currency:USD					
Bank:	075911988	WELLS FARGO BANK, N.A.			

Account: 12333

SMITH ENTERPRISES

Closing Ledger Balance	148,911.00	Total Credits	325,273.50
Closing Collected Balance	50,000.00	Total Debits	317,981.50
Opening Available Balance	471,110.60	Total Number Credits	3
Current Available Balance	175,690.00	Total Number Debits	2
Sweep Activity			
Sweep Ending Balance	617,497.14	Fund Yield	2.72%
Funds Pending Inv/Red	-265,870.54	SEC Yield (7-Day Average)	2.74%
Pending Investment Position	351,626.60	Dividends Paid	0.00
Shares Purchased (Credit)	62,067.38	Accrued Dividends Month-To-Date	124.96
Shares Redeemed (Debit)	.00	Dividends Year-To-Date	150.00
		LAST Month's Dividends	.00

Line of Credit Activity			
Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreements.			
Previous Day Outstanding Balance	.00	New Outstanding Balance	.00
Unused Line Availability	2,800,000.00	New Unused Line Availability	2,8000,000.00
Payment Today	.00	Obligation Number	000000000687
Advance Today	.00	Obligor	.00

[Back To Top](#)

Grand Total For Currency: USD

Closing Ledger Balance	4,582,847.58	Total Credits	4,759,912.87
Closing Collected Balance	393,223.58	Total Debits	6,036,226.15
Opening Available Balance	3,512,297.86	Total Number Credits	11
Current Available Balance	657,397.81	Total Number Debits	16
Sweep Activity			
Sweep Ending Balance	760,573.19	Fund Yield	N/A
Funds Pending Inv/Red	-267,262.70	SEC Yield (7-Day Average)	N/A
Pending Investment Position	525,845.28	Dividends Paid	0.00
Shares Purchased (Credit)	78,519.38	Accrued Dividends Month-To-Date	485.06
Shares Redeemed (Debit)	.00	Dividends Year-To-Date	411.81
		LAST Month's Dividends	261.81

---- END OF REPORT ----



Custom

06/16/20xx 12:03 PM ET

CUSTOMER ID: TIRTEST7

OPERATOR ID: NEWUSER1

WIDGETS, INC.

Loan Manager Report

As of 06/15/20xx

Commercial Electronic Office®

Treasury Information Reporting

As of 06/15/20xx			
Currency:	USD		
Bank:	121000248		WELLS FARGO BANK, N.A.
Operating Account:	1234568888		WIDGETS, INC
Closing Ledger Balance:	100,000.00	Two+ Day Float:	.00
Closing Collected Balance:	100,000.00	MTD Average Closing Ledger Balance:	15,714.28
Opening Available Balance:	129,977.90	MTD Average Closing Collected Balance:	15,714.28
One Day Float:	.00		
Total Credits:	106,055.76	Total Number Credits:	1
Total Debits:	106,055.76	Total Number Debits:	2
Collateral Account:	9000011111		WELLS FARGO BUSINESS CREDIT
Closing Ledger Balance:	88,499.76	Two+ Day Float:	.00
Closing Collected Balance:	88,499.76		
Opening Available Balance:	88,499.76		
One Day Float:	.00		
Total Credits:	55.76	Total Number Credits:	1
Total Debits:	12,500.00	Total Number Debits:	1

Line Of Credit Activity

Subject to adjustments by Wells Fargo Bank and applicable commercial loan agreement(s). Loan amounts as of the start of business.

Unused Line Availability:	29,977.90	Other Loan Additions:	450.00
Previous Day Loan Balance:	2,336,622.10	Other Loan Subtractions:	1,550.00
Loan Paydown From ECAP:	12,500.00	New Outstanding Balance:	2,429,077.86
Loan Advance:	106,055.76	ABLE Loan ID:	JONES

--- END OF REPORT ---

Commercial Electronic Office®

Treasury Information Reporting

Balances may not reflect historical adjustment activity.

Currency: USD				WELLS FARGO BANK MINNESOTA, N.A.		
Bank: 073000228				WIDGETS INC.		
Account: 12345						
Date	Closing Ledger Balance	Closing Collected Balance	One Day Float	Two+ Day Float	Daily Total Credits	Daily Total Debits
01/01	3,659,495.24	3,574,068.24	85,427.00	N/A	249,574,931.91	265,840,117.15
01/02	3,659,495.24	3,574,068.24	85,427.00	.00	----	----
01/03	3,659,495.24	3,574,068.24	85,427.00	.00	----	----
01/04	3,659,495.24	3,574,068.24	85,427.00	.00	----	----
01/05	8,690,976.16	6,467,765.16	1,792,478.00	430,733.00	326,041,597.51	321,010,116.59
01/06	4,102,419.27	3,649,687.27	431,158.00	21,574.00	366,082,304.63	370,670,861.52
01/07	11,250,656.53	11,105,244.53	145,283.00	129.00	245,563,732.40	238,415,495.14
01/08	10,128,913.89	10,068,055.89	60,858.00	N/A	175,086,572.71	176,208,315.35
Totals	48,810,946.81	45,587,025.81	2,771,485.00	452,436.00	1,362,349,139.16	1,372,144,905.75
Avg.	6,101,368.35	5,698,378.23	346,435.63	56,554.50	272,469,827.83	274,428,981.15

Currency: USD				WELLS FARGO BANK MINNESOTA, N.A.		
Bank: 073000228				ABC COMPANY		
Account: 12344						
Date	Closing Ledger Balance	Closing Collected Balance	One Day Float	Two+ Day Float	Daily Total Credits	Daily Total Debits
01/01	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	16,763,264.27	13,897,379.91
01/02	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	----	----
01/03	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	----	----
01/04	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	----	----
01/05	4,801,956.65	738,598.65	1,952,571.00	2,110,787.00	11,835,037.98	18,993,993.53
01/06	5,448,448.73	837,200.73	3,098,154.00	1,513,094.00	7,332,955.78	6,686,463.70
01/07	6,151,443.69	893,787.69	2,409,447.00	2,848,209.00	4,869,743.22	4,166,748.26
01/08	5,525,189.31	169,922.31	5,343,932.00	11,335.00	15,057,549.50	15,683,803.88
Totals	69,770,687.18	16,021,774.18	47,193,204.00	6,555,709.00	55,858,550.75	59,428,389.28
Avg.	8,721,335.90	2,002,721.77	5,899,150.50	819,463.63	11,171,170.15	11,885,677.86

Grand Total for Currency: USD

01/01	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	266,338,196.18	279,737,497.06
01/02	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	----	----
01/03	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	----	----
01/04	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	----	----
01/05	13,492,932.81	7,206,363.81	3,745,049.00	2,541,520.00	337,876,635.49	340,004,110.12
01/06	9,550,868.00	4,486,888.00	3,529,312.00	1,534,668.00	373,415,260.41	377,357,325.22
01/07	17,402,100.22	11,999,032.22	2,554,730.00	2,848,338.00	250,433,475.62	242,582,243.40
01/08	15,654,103.20	10,237,978.20	5,404,790.00	11,335.00	190,144,122.21	191,892,119.23
Totals	118,581,633.99	61,608,799.99	49,964,689.00	7,008,145.00	1,418,207,689.91	1,431,573,295.03
Avg.	14,822,704.25	7,701,100.00	6,245,586.13	876,018.13	283,641,537.98	286,314,659.01



01/14/20XX 09:42 AM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.
Multibank Status Report
As of 01/14/20XX

Commercial Electronic Office®

Treasury Information Reporting

Bank ID	Bank Name	Account	As of Date	Date Available	Time Available
073000228	WELLS FARGO BANK, N.A.	12345	01/14/20XX	01/15/20XX	04:42:04 AM ET
1 of 1 Accounts Available					
999999999	ANY BANK, N.A.	888888888	01/14/20XX	01/15/20XX	08:26:17 AM ET
1 of 1 Accounts Available					
2 of 2 Banks Available					

---- END OF REPORT ----

Treasury Information Reporting

Intraday reports

Providing you timely notification of transactions that impact your bottom line

Treasury Information Reporting offers a variety of intraday reports to help you make timely business decisions. Whether you need to know when a deposit is hitting your account or when a check is going to clear, you can determine your cash position whenever you need to, because the information is updated throughout the day. Delivered online through our *Commercial Electronic Office® (CEO®)* portal, our intraday reports provide you convenient, customizable access to your transaction details. Choose the reports and extensive customization features to create a reporting package that fits your exact business requirements.

Treasury Information Reporting Intraday reports include:

Intraday Composite. This report provides a comprehensive picture of current day — or not yet posted — information, including balances, transaction summaries, and transaction details for each account.

You can access a mobile version of the report through your smartphone or other mobile device. You can monitor key account and transaction information when you're away from your desk, at meetings, in airports, across town, or around the globe.

Intraday Position. This report collects current day — or not yet posted — balance, debit, and credit information for all the accounts you select. The report summarizes the activity of all types of transactions, including ACH, cash letter, investments, lockbox, wire transfer, and other debits and credits.

Customizable options. Treasury Information Reporting allows you to:

- Access the reports you use most from Quick Reports directly on the *CEO* Home dropdown menu.
- Tailor a report to include specific accounts you wish to see.
- Choose the data fields you want and the order you want them to appear when you download reports in CSV or Excel formats.

- Combine information from your accounts at other banks to get a complete look at your financial picture. Incoming Data Exchange sends intraday and previous day account balance and transaction detail activity to Wells Fargo from participating financial institutions.
- Save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized reports.
- Share your customized reports with others. Companies can share up to 200 custom reports and each company user up to 50 custom reports.
- View a current picture of your overall cash position.
- Reconcile your accounts. Reports include reference numbers, descriptions, and transaction codes for detail items to make reconciling easier.

Treasury Information Reporting technical specifications:

- View the reports in your browser in HTML or PDF formats.
- Download the Intraday Composite in BAI V2, CSV, or Excel formats.
- Data retention: Standard storage is seven days. Optional extended storage is available for 30, 60, or 90 days.

continued



BAI Type Code List

User Guide

Together we'll go far



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About this guide

This guide is divided into the following sections:

- **Most commonly used BAI code:** This section contains the most commonly used detail and summary BAI type codes.

Note: The BAI code descriptions used in this guide are not included in the actual BAI transactions in your files. They reflect the standard descriptions used by the Bank Administration Institute (BAI).

- **Appendix A:** Contains a list of all BAI codes supported by Wells Fargo.

Most commonly used BAI codes

The Wells Fargo descriptions reflected in the table below are for information only, and will not be reported in your BAI file. The Wells Fargo descriptions reflect the standard descriptions used by the Bank Administration Institute (BAI).

Please refer to [Appendix A: BAI codes supported by Wells Fargo](#) for a complete list of all codes supported by Wells Fargo.

Balance

BAI code	BAI code description
010	OPENING LEDGER BALANCE Ledger balance rolled forward from prior day. Opening ledger +/- account activity = Closing Ledger Balance.
015	CLOSING LEDGER BALANCE Ledger balance as of the end of the business day – passed from the DDA system.
030	CURRENT LEDGER BALANCE (INTRADAY) Balance reported at the point in time during the day (includes the opening ledger +/- credits and debits).
040	AVAILABLE BALANCE Closing available balance + one-day float (i.e., Opening Available Balance per BAI standards); Available at Start of Day today.
045	COLLECTED BALANCE
050	MTD AVERAGE COLLECTED BALANCE
060	CURRENT AVAILABLE BALANCE (INTRADAY) Opening ledger balance +/- credit and debit + immediate available (0 Day Float).

Status

BAI code	BAI code description
070	ZERO DAY FLOAT Immediate credit available (INTRADAY).
072	ONE DAY FLOAT Outstanding float that will be collected in 1 day.
074	TWO OR MORE DAYS FLOAT Outstanding float that will be collected in 2+ days.

Summary

BAI code	BAI code description
100	TOTAL CREDITS (includes item count)
400	TOTAL DEBITS (includes item count)

Most commonly used BAI codes, cont.

Controlled Disbursements type codes

Summary

BAI code	BAI code description
583	TOTAL DISBURSING CHECKS PAID – EARLY AMOUNT (includes item count) Always reports in the 03 record.
584	TOTAL DISBURSING CHECKS PAID – LATER AMOUNT (includes item count) Always reports in the 03 record.
585	DISBURSING FUNDING REQUIREMENT (includes item count) Always reports in the 03 record.
586	FED PRESENTMENT ESTIMATE (FED ESTIMATE)
587	LATE DEBITS – AFTER NOTIFICATION (includes item count)
602	ADJUSTED TOTAL DISBURSEMENT (includes item count)
280	TOTAL CONTROLLED DISBURSING CREDITS Items within summary total: • 281 INDIVIDUAL CONTROLLED DISBURSING CREDIT
580	TOTAL CONTROLLED DISBURSING DEBITS Items within summary total: • 581 INDIVIDUAL CONTROLLED DISBURSING DEBIT

Detail

BAI code	BAI code description
281	INDIVIDUAL CONTROLLED DISBURSING CREDIT
581	INDIVIDUAL CONTROLLED DISBURSING DEBIT

Most commonly used BAI codes, cont.

Lockbox – related codes

Summary

BAI code	BAI code description
110	TOTAL LOCKBOX DEPOSITS Items within summary total: • 115 LOCKBOX DEPOSIT • 116 ITEM IN LOCKBOX DEPOSIT • 118 LOCKBOX ADJUSTMENT CREDIT
416	TOTAL LOCKBOX DEBITS Items within summary total: • 415 LOCKBOX DEBITS

Detail

BAI code	BAI code description
115	LOCKBOX DEPOSIT Note: If you use a provider other than Wells Fargo to process your lockbox transactions, refer to BAI type code 175 below.
301	COMMERCIAL DEPOSIT Note: If you use a provider other than Wells Fargo to process your lockbox transactions, 301 will report.
554	POSTING ERROR CORRECTION DEBIT

Most commonly used BAI codes, cont.

Preauthorized and ACH – related codes

Summary

BAI code	BAI code description
140	TOTAL ACH CREDITS Items within summary total: • 142 ACH CREDIT RECEIVED • 145 ACH CONCENTRATION CREDIT • 164 CORPORATE TRADE PAYMENT CREDIT • 165 PREAUTHORIZED ACH CREDIT • 166 ACH SETTLEMENT • 169 MISCELLANEOUS ACH CREDIT
450	TOTAL ACH DEBITS Items within summary total: • 451 ACH DEBIT RECEIVED • 455 PREAUTHORIZED ACH DEBIT • 464 CORPORATE TRADE PAYMENT DEBIT • 466 ACH SETTLEMENT • 469 MISCELLANEOUS ACH DEBIT

Detail

BAI code	BAI code description
169	MISCELLANEOUS ACH CREDIT (previous day reporting only for ACH credits and most commonly reported)
145	ACH CONCENTRATION CREDIT (intraday reporting only)
142	ACH CREDIT RECEIVED
169	MISCELLANEOUS ACH CREDIT (previous day reporting only for ACH credits and most commonly reported)
145	ACH CONCENTRATION CREDIT (intraday reporting only)
166	ACH SETTLEMENT
169	MISCELLANEOUS ACH CREDIT (previous day reporting only for ACH credits and most commonly reported)
145	ACH CONCENTRATION CREDIT (intraday reporting only)
166	ACH SETTLEMENT
469	MISCELLANEOUS ACH DEBIT (previous day reporting only for ACH debits most commonly reported)
451	ACH DEBIT RECEIVED
469	MISCELLANEOUS ACH DEBIT (previous day reporting only for ACH debits most commonly reported)
455	PREAUTHORIZED ACH DEBIT (intraday reporting only)
469	MISCELLANEOUS ACH DEBIT (previous day reporting only for ACH debits most commonly reported)
466	ACH SETTLEMENT (individual ACH settlement)
469	MISCELLANEOUS ACH DEBIT (previous day)

Most commonly used BAI codes, cont.

Other deposits – related codes

Summary

BAI code	BAI code description
170	TOTAL OTHER CHECK DEPOSITS Items within summary total: • 174 OTHER DEPOSITS • 175 CHECK DEPOSIT PACKAGE
182	TOTAL BANK-PREPARED DEPOSITS Items within summary total: • 173 BANK-PREPARED DEPOSIT
186	TOTAL CASH LETTER CREDITS Items within summary total: • 187 CASH LETTER CREDIT
310	TOTAL COMMERCIAL DEPOSITS Items within summary total: • 301 COMERCIAL DEPOSIT
470	TOTAL CHECKS PAID Items within summary total: • 475 CHECK PAID
482	TOTAL BANK ORIGINATED DEBITS Items within summary total: • 477 BANK ORIGINATED DEBIT

Detail

BAI code	BAI code description
171	INDIVIDUAL LOAN DEPOSIT
172	DEPOSIT CORRECTION
187	CASH LETTER CREDIT – Cash letter deposits will report as 187
301	COMMERCIAL DEPOSIT – Remote deposit capture will report as 301
174	OTHER DEPOSITS
301	COMMERCIAL DEPOSIT – All cash vault deposits will report as 301
366	CURRENCY AND COIN DEPOSITED - Cash only deposits will report as 366. When available, the location number will report in the Customer Reference field for these transactions.
301	COMMERCIAL DEPOSIT – Most deposits will report as a 301 BAI code.
366	CURRENCY AND COIN DEPOSITED – Cash Vault deposits will report as 366 BAI code.
187	CASH LETTER CREDIT

Most commonly used BAI codes, cont.

Check type codes (Expansion)

Summary

BAI code	BAI code description
470	TOTAL CHECKS PAID

Detail

BAI code	BAI code description
475	CHECK PAID
477	BANK ORIGINATED DEBIT
470	TOTAL CHECKS PAID

Most commonly used BAI codes, cont.

Money transfer – related codes

For BAI type code 495, Outgoing Money Transfer, Wells Fargo reports different codes for money transfer debits according to whether the transaction is domestic, book transfer, or international, as shown below.

195	INCOMING MONEY TRANSFER (domestic)
206	BOOK TRANSFER CREDIT
208	INDIVIDUAL INTERNATIONAL MONEY TRANSFER CREDIT
495	OUTGOING MONEY TRANSFER (domestic)
506	BOOK TRANSFER DEBIT
508	INDIVIDUAL INTERNATIONAL MONEY TRANSFER DEBIT

Summary

BAI code	BAI code description
190	TOTAL INCOMING MONEY TRANSFERS Items within summary total: • 195 INCOMING MONEY TRANSFER • 196 MONEY TRANSFER ADJUSTMENT
205	TOTAL BOOK TRANSFER CREDITS Items within summary total: • 206 BOOK TRANSFER CREDIT
200	TOTAL AUTOMATIC TRANSFER CREDITS Items within summary total: • 201 INDIVIDUAL AUTOMATIC TRANSFER CREDIT
207	TOTAL INTL MONEY TRANSFER CREDITS Items within summary total: • 208 INDIVIDUAL INTERNATIONAL MONEY TRANSFER CREDIT
211	TOTAL FOREIGN EXCHANGE CREDITS Items within summary total: • 214 FOREIGN EXCHANGE OF CREDIT
215	TOTAL LETTERS OF CREDIT Items within summary total: • 213 LETTER OF CREDIT
490	TOTAL OUTGOING MONEY TRANSFERS Items within summary total: • 495 OUTGOING MONEY TRANSFER • 496 MONEY TRANSFER ADJUSTMENT
500	TOTAL AUTOMATIC TRANSFER DEBITS Items within summary total: • 501 INDIVIDUAL AUTOMATIC TRANSFER DEBIT
505	TOTAL BOOK TRANSFER DEBITS Items within summary total: • 506 BOOK TRANSFER DEBIT
507	TOTAL INTL MONEY TRANSFER DEBITS Items within summary total: • 508 INDIVIDUAL INTERNATIONAL MONEY TRANSFER DEBIT

Most commonly used BAI codes, cont.

Money transfer – related codes, cont.

Detail

BAI code	BAI code description
195	INCOMING MONEY TRANSFER (domestic)
206	BOOK TRANSFER CREDIT
208	INDIVIDUAL INTERNATIONAL MONEY TRANSFER CREDIT
196	MONEY TRANSFER ADJUSTMENT
201	INDIVIDUAL AUTOMATIC TRANSFER CREDIT
206	BOOK TRANSFER CREDIT
214	FOREIGN EXCHANGE OF CREDIT
229	MISCELLANEOUS INTERNATIONAL CREDIT
495	OUTGOING MONEY TRANSFER
506	BOOK TRANSFER DEBIT
508	INDIVIDUAL INTERNATIONAL MONEY TRANSFER DEBIT
501	INDIVIDUAL AUTOMATIC TRANSFER DEBIT (STANDING ORDER)
506	BOOK TRANSFER DEBIT
514	FOREIGN EXCHANGE DEBIT

Most commonly used BAI codes, cont.

Security – related codes

Summary

BAI code	BAI code description
	No summaries

Detail

BAI code	BAI code description
244	INTEREST/MATURED PRINCIPAL PAYMENT
249	MISCELLANEOUS SECURITY CREDIT
246	COMMERCIAL PAPER
255	CHECK POSTED AND RETURNED
254	POSTING ERROR CORRECTION CREDIT
169	MISCELLANEOUS ACH CREDIT
656	SWEEP PRINCIPAL BUY
549	MISCELLANEOUS SECURITY DEBIT
546	COMMERCIAL PAPER
656	SWEEP PRINCIPAL BUY
566	RETURN ITEM
469	MISCELLANEOUS ACH DEBIT
656	SWEEP PRINCIPAL BUY

Most commonly used BAI codes, cont.

ZBA – related codes

Summary

BAI code	BAI code description
270	TOTAL ZBA CREDITS Items within summary total: • 275 ZBA CREDIT • 277 ZBA CREDIT TRANSFER
570	TOTAL ZBA DEBITS Items within summary total: • 575 ZBA DEBIT • 577 ZBA DEBIT TRANSFER

Detail

BAI code	BAI code description
275	ZBA CREDIT
277	ZBA CREDIT TRANSFER
575	ZBA DEBIT
577	ZBA DEBIT TRANSFER

Most commonly used BAI codes, cont.

Other type codes

Summary

BAI code	BAI code description
294	TOTAL ATM CREDITS Items within summary total: 295 ATM CREDIT
356	TOTAL CREDIT ADJUSTMENTS Items within summary total: • 254 POSTING ERROR CORRECTION CREDIT • 357 CREDIT ADJUSTMENT
630	TOTAL DEBIT ADJUSTMENTS Items within summary total: • 554 POSTING ERROR CORRECTION DEBIT • 631 DEBIT ADJUSTMENT

Detail

BAI code	BAI code description
295	ATM CREDIT
308	TRUST CREDIT
347	SWEEP PRINCIPAL SELL
399	MISCELLANEOUS CREDIT
354	INTEREST CREDIT
172	DEPOSIT CORRECTION
359	INTEREST ADJUSTMENT CREDIT
398	MISCELLANEOUS FEE REFUND
399	MISCELLANEOUS CREDIT
481	INDIVIDUAL LOAN PAYMENT
529	MISCELLANEOUS INTERNATIONAL DEBIT
552	CREDIT REVERSAL
595	ATM DEBIT
631	DEBIT ADJUSTMENT
695	DEPOSIT CORRECTION DEBIT
633	TRUST DEBIT
654	INTEREST DEBIT
655	SWEEP PRINCIPAL BUY
659	INTEREST ADJUSTMENT DEBIT
698	MISCELLANEOUS FEES
666	CURRENCY AND COIN SHIPPED
667	FOOD STAMP LETTER
699	MISCELLANEOUS DEBIT
695	DEPOSIT CORRECTION DEBIT
698	MISCELLANEOUS FEES
699	MISCELLANEOUS DEBIT

Appendix A: BAI codes supported by Wells Fargo

This section lists all the summary, balance, and detail BAI type codes that Wells Fargo supports.

Balance/status

Transaction type	BAI code	BAI code description
03' record - Balance/Status	010	OPENING LEDGER BALANCE
03' record - Balance/Status	015	CLOSING LEDGER BALANCE
03' record - Balance/Status	020	MTD AVERAGE LEDGER BALANCE
03' record - Balance/Status	025	YTD AVERAGE LEDGER BALANCE
03' record - Balance/Status	030	CURRENT LEDGER BALANCE (INTRADAY)
03' record - Balance/Status	040	AVAILABLE BALANCE
03' record - Balance/Status	045	COLLECTED BALANCE
03' record - Balance/Status	050	MTD AVERAGE COLLECTED BALANCE
03' record - Balance/Status	057	TOTAL INVESTMENT POSITION
03' record - Balance/Status	060	CURRENT AVAILABLE BALANCE (INTRADAY)
03' record - Balance/Status	070	ZERO DAY FLOAT
03' record - Balance/Status	072	ONE DAY FLOAT
03' record - Balance/Status	074	TWO OR MORE DAYS FLOAT

Appendix A: BAI codes supported by Wells Fargo, cont.

Summaries

Transaction type	BAI code	BAI code description
03' record - Balance/Status	010	OPENING LEDGER BALANCE
03' record - Balance/Status	015	CLOSING LEDGER BALANCE
03' record - Balance/Status	020	MTD AVERAGE LEDGER BALANCE
03' record - Balance/Status	025	YTD AVERAGE LEDGER BALANCE
03' record - Balance/Status	030	CURRENT LEDGER BALANCE (INTRADAY)
03' record - Balance/Status	040	AVAILABLE BALANCE
03' record - Balance/Status	045	COLLECTED BALANCE
03' record - Balance/Status	050	MTD AVERAGE COLLECTED BALANCE
03' record - Balance/Status	057	TOTAL INVESTMENT POSITION
03' record - Balance/Status	060	CURRENT AVAILABLE BALANCE (INTRADAY)
03' record - Balance/Status	070	ZERO DAY FLOAT
03' record - Balance/Status	072	ONE DAY FLOAT
03' record - Balance/Status	074	TWO OR MORE DAYS FLOAT

Appendix A: BAI codes supported by Wells Fargo, cont.

Summaries, cont.

Transaction type	BAI code	BAI code description	Items included in summary total
03' record - Summary	100	TOTAL CREDITS (includes item count)	Total Credit amount of all detail items
03' record - Summary	110	TOTAL LOCKBOX DEPOSITS	115 LOCKBOX DEPOSIT 116 ITEM IN LOCKBOX DEPOSIT 118 LOCKBOX ADJUSTMENT CREDIT
03' record - Summary	140	TOTAL ACH CREDITS	165 PREAUTHORIZED ACH CREDIT 142 ACH CREDIT RECEIVED 145 ACH CONCENTRATION CREDIT 166 ACH SETTLEMENT 169 MISCELLANEOUS ACH CREDIT
03' record - Summary	170	TOTAL OTHER CHECK DEPOSITS	174 OTHER DEPOSIT 175 CHECK DEPOSIT PACKAGE
03' record - Summary	182	TOTAL BANK-PREPARED DEPOSITS	173 BANK-PREPARED DEPOSIT
03' record - Summary	186	TOTAL CASH LETTER CREDITS	187 CASH LETTER CREDIT (no adjustments reflected)
03' record - Summary	190	TOTAL INCOMING MONEY TRANSFERS	195 INCOMING MONEY TRANSFER 196 MONEY TRANSFER ADJUSTMENT
03' record - Summary	200	TOTAL AUTOMATIC TRANSFER CREDITS	201 INDIVIDUAL AUTOMATIC TRANSFER CREDIT
03' record - Summary	205	TOTAL BOOK TRANSFER CREDITS	206 BOOK TRANSFER CREDIT
03' record - Summary	207	TOTAL INTL MONEY TRANSFER CREDITS	208 INDIVIDUAL INTERNATIONAL MONEY TRANSFER CREDIT
03' record - Summary	211	TOTAL FOREIGN EXCHANGE CREDITS	214 FOREIGN EXCHANGE OF CREDIT
03' record - Summary	215	TOTAL LETTERS OF CREDIT	213 LETTER OF CREDIT
03' record - Summary	260	TOTAL REJECTED CREDITS	266 RETURN ITEM
03' record - Summary	270	TOTAL ZBA CREDITS	275 ZBA CREDIT 277 ZBA CREDIT TRANSFER
03' record - Summary	294	TOTAL ATM CREDITS	295 ATM CREDIT
03' record - Summary	310	TOTAL COMMERCIAL DEPOSITS	301 COMMERCIAL DEPOSITS
03' record - Summary	356	TOTAL CREDIT ADJUSTMENTS	254 POSTING ERROR CORRECTION CREDIT 357 CREDIT ADJUSTMENT

Appendix A: BAI codes supported by Wells Fargo, cont.

Summaries, cont.

Transaction type	BAI code	BAI code description	Items included in summary total
03' record - Summary	400	TOTAL DEBITS (includes item count)	TOTAL OF ALL DEBIT AMOUNTS
03' record - Summary	416	TOTAL LOCKBOX DEBITS	415 LOCKBOX DEBIT
03' record - Summary	450	TOTAL ACH DEBITS	451 ACH DEBIT RECEIVED 455 PREAUTHORIZED ACH DEBIT 464 CORPORATE TRADE PAYMENT DEBIT 466 ACH SETTLEMENT 469 MISCELLANEOUS ACH DEBIT
03' record - Summary	470	TOTAL CHECKS PAID	475 CHECK PAID
03' record - Summary	482	TOTAL BANK ORIGINATED DEBITS	477 BANK ORIGINATED DEBIT
03' record - Summary	490	TOTAL OUTGOING MONEY TRANSFERS	495 OUTGOING MONEY TRANSFER 496 MONEY TRANSFER ADJUSTMENT
03' record - Summary	500	TOTAL AUTOMATIC TRANSFER DEBITS	501 INDIVIDUAL AUTOMATIC TRANSFER DEBIT
03' record - Summary	505	TOTAL BOOK TRANSFER DEBITS	506 BOOK TRANSFER DEBIT
03' record - Summary	507	TOTAL INTL MONEY TRANSFER DEBITS	508 INDIVIDUAL INTERNATIONAL MONEY TRANSFER DEBIT
03' record - Summary	570	TOTAL ZBA DEBITS	575 ZBA DEBIT 577 ZBA DEBIT TRANSFER
03' record - Summary	630	TOTAL DEBIT ADJUSTMENTS	554 POSTING ERROR CORRECTION DEBIT 631 DEBIT ADJUSTMENT

Appendix A: BAI codes supported by Wells Fargo, cont.

Controlled Disbursement

Transaction type	BAI code	BAI code description	Items included in summary total
16' record – Detail	281	INDIVIDUAL CONTROLLED DISBURSING CREDIT	
16' record - Detail	581	INDIVIDUAL CONTROLLED DISBURSING DEBIT	
03' record - Summary	583	TOTAL DISBURSING CHECKS PAID – EARLY AMOUNT (includes item count)	
03' record - Summary	584	TOTAL DISBURSING CHECKS PAID – LATER AMOUNT (includes item count)	
03' record - Summary	585	DISBURSING FUNDING REQUIREMENT (includes item count)	
03' record - Summary	586	FED PRESENTMENT ESTIMATE (FED ESTIMATE)	
03' record - Summary	587	LATE DEBITS - AFTER NOTIFICATION (includes item count)	
03' record - Summary	280	TOTAL CONTROLLED DISBURSING CREDITS	281 INDIVIDUAL CONTROLLED DISBURSING CREDIT
03' record - Summary	580	TOTAL CONTROLLED DISBURSING DEBITS	581 INDIVIDUAL CONTROLLED DISBURSING DEBIT
03' record - Summary	602	ADJUSTED TOTAL DISBURSEMENT (includes item count)	

Appendix A: BAI codes supported by Wells Fargo, cont.

Detail

Transaction type	BAI code	BAI code description
16' Record - Detail	108	CREDIT (ANY TYPE)
16' Record - Detail	115	LOCKBOX DEPOSIT
16' Record - Detail	116	ITEM IN LOCKBOX DEPOSIT
16' Record - Detail	118	LOCKBOX ADJUSTMENT CREDIT
16' Record - Detail	135	DTC CONCENTRATION CREDIT
16' Record - Detail	142	ACH CREDIT RECEIVED
16' Record - Detail	145	ACH CONCENTRATION CREDIT
16' Record - Detail	155	PREAUTHORIZED DRAFT CREDIT
16' Record - Detail	164	CORPORATE TRADE PAYMENT CREDIT
16' Record - Detail	165	PREAUTHORIZED ACH CREDIT
16' Record - Detail	166	ACH SETTLEMENT
16' Record - Detail	168	ACH RETURN ITEM OR ADJUSTMENT SETTLEMENT
16' Record - Detail	169	MISCELLANEOUS ACH CREDIT
16' Record - Detail	171	INDIVIDUAL LOAN DEPOSIT
16' Record - Detail	172	DEPOSIT CORRECTION
16' Record - Detail	173	BANK-PREPARED DEPOSIT
16' Record - Detail	174	OTHER DEPOSIT
16' Record - Detail	175	CHECK DEPOSIT PACKAGE
16' Record - Detail	176	RE-PRESENTED CHECK DEPOSIT
16' Record - Detail	184	DRAFT DEPOSIT
16' Record - Detail	187	CASH LETTER CREDIT
16' Record - Detail	195	INCOMING MONEY TRANSFER
16' Record - Detail	196	MONEY TRANSFER ADJUSTMENT
16' Record - Detail	201	INDIVIDUAL AUTOMATIC TRANSFER CREDIT
16' Record - Detail	202	BOND OPERATIONS CREDIT
16' Record - Detail	206	BOOK TRANSFER CREDIT
16' Record - Detail	208	INDIVIDUAL INTERNATIONAL MONEY TRANSFER CREDIT
16' Record - Detail	212	FOREIGN LETTER OF CREDIT
16' Record - Detail	213	LETTER OF CREDIT
16' Record - Detail	214	FOREIGN EXCHANGE OF CREDIT
16' Record - Detail	216	FOREIGN REMITTANCE CREDIT
16' Record - Detail	218	FOREIGN COLLECTION CREDIT
16' Record - Detail	221	FOREIGN CHECK PURCHASE
16' Record - Detail	222	FOREIGN CHECKS DEPOSITED

Appendix A: BAI codes supported by Wells Fargo, cont.

Detail, cont.

Transaction type	BAI code	BAI code description
16' Record - Detail	224	COMMISSION
16' Record - Detail	226	INTL MONEY MARKET TRADING
16' Record - Detail	227	STANDING ORDER
16' Record - Detail	229	MISCELLANEOUS INTERNATIONAL CREDIT
16' Record - Detail	233	SECURITIES SOLD
16' Record - Detail	238	COLLECTION OF DIVIDENDS
16' Record - Detail	240	COUPON COLLECTION – BANKS
16' Record - Detail	243	MATURED FED FUNDS PURCHASE
16' Record - Detail	244	INTEREST/MATURED PRINCIPAL PAYMENT
16' Record - Detail	246	INVESTACCOUNT CREDIT
16' Record - Detail	249	MISCELLANEOUS SECURITY CREDIT
16' Record - Detail	252	DEBIT REVERSAL
16' Record - Detail	254	POSTING ERROR CORRECTION CREDIT
16' Record - Detail	255	CHECK POSTED AND RETURNED
16' Record - Detail	257	INDIVIDUAL ACH RETURN ITEM
16' Record - Detail	258	ACH REVERSAL CREDIT
16' Record - Detail	263	OVERDRAFT CREDIT
16' Record - Detail	266	RETURN ITEM
16' Record - Detail	268	RETURN ITEM ADJUSTMENT
16' Record - Detail	274	CUMULATIVE ZBA OR DISBURSEMENT CREDITS
16' Record - Detail	275	ZBA CREDIT
16' Record - Detail	277	ZBA CREDIT TRANSFER
16' Record - Detail	278	ZBA CREDIT ADJUSTMENT
16' Record - Detail	281	INDIVIDUAL CONTROLLED DISBURSING CREDIT
16' Record - Detail	295	ATM CREDIT
16' Record - Detail	301	COMMERCIAL DEPOSIT
16' Record - Detail	306	FED FUNDS SOLD
16' Record - Detail	308	TRUST CREDIT
16' Record - Detail	342	BROKER DEPOSIT
16' Record - Detail	344	INDIVIDUAL BACK VALUE CREDIT
16' Record - Detail	346	SWEEP INTEREST INCOME
16' Record - Detail	347	SWEEP PRINCIPAL SELL
16' Record - Detail	348	FUTURES CREDIT
16' Record - Detail	349	PRINCIPAL PAYMENTS CREDIT

Appendix A: BAI codes supported by Wells Fargo, cont.

Detail, cont.

Transaction type	BAI code	BAI code description
16' Record - Detail	351	INVESTMENT SOLD
16' Record - Detail	353	CASH CENTER CREDIT
16' Record - Detail	354	INTEREST CREDIT
16' Record - Detail	357	CREDIT ADJUSTMENT
16' Record - Detail	359	INTEREST ADJUSTMENT CREDIT
16' Record - Detail	366	CURRENCY AND COIN DEPOSITED
16' Record - Detail	368	FOOD STAMP ADJUSTMENT
16' Record - Detail	372	BACK VALUE ADJUSTMENT
16' Record - Detail	373	CUSTOMER PAYROLL
16' Record - Detail	391	UNIVERSAL CREDIT
16' Record - Detail	392	FREIGHT PAYMENT CREDIT
16' Record - Detail	393	ITEMIZED CREDIT OVER \$10,000
16' Record - Detail	394	CUMULATIVE CREDIT
16' Record - Detail	395	CHECK REVERSAL
16' Record - Detail	397	FLOAT ADJUSTMENT
16' Record - Detail	398	MISCELLANEOUS FEE REFUND
16' Record - Detail	399	MISCELLANEOUS CREDIT
16' Record - Detail	408	FLOAT ADJUSTMENT
16' Record - Detail	409	DEBIT (ANY TYPE)
16' Record - Detail	415	LOCKBOX DEBIT
16' Record - Detail	435	PAYABLE-THROUGH DRAFT
16' Record - Detail	445	ACH CONCENTRATION DEBIT
16' Record - Detail	447	ACH DISBURSEMENT FUNDING DEBIT
16' Record - Detail	451	ACH DEBIT RECEIVED
16' Record - Detail	455	PREAUTHORIZED ACH DEBIT
16' Record - Detail	464	CORPORATE TRADE PAYMENT DEBIT
16' Record - Detail	466	ACH SETTLEMENT
16' Record - Detail	468	ACH RETURN ITEM OR ADJUSTMENT SETTLEMENT
16' Record - Detail	469	MISCELLANEOUS ACH DEBIT
16' Record - Detail	472	TOTAL NUMBER CHECKS PAID
16' Record - Detail	474	CERTIFIED CHECK DEBIT
16' Record - Detail	475	CHECK PAID
16' Record - Detail	477	BANK ORIGINATED DEBIT
16' Record - Detail	481	INDIVIDUAL LOAN PAYMENT

Appendix A: BAI codes supported by Wells Fargo, cont.

Detail, cont.

Transaction type	BAI code	BAI code description
16' Record - Detail	484	DRAFT
16' Record - Detail	487	CASH LETTER DEBIT
16' Record - Detail	489	CASH LETTER ADJUSTMENT
16' Record - Detail	491	OUTGOING INTERNAL MONEY TRANSFER
16' Record - Detail	493	CUSTOMER TERMINAL INITIATED MONEY TRANSFER
16' Record - Detail	495	OUTGOING MONEY TRANSFER
16' Record - Detail	496	MONEY TRANSFER ADJUSTMENT
16' Record - Detail	501	INDIVIDUAL AUTOMATIC TRANSFER DEBIT
16' Record - Detail	502	BOND OPERATIONS DEBIT
16' Record - Detail	506	BOOK TRANSFER DEBIT
16' Record - Detail	508	INDIVIDUAL INTERNATIONAL MONEY TRANSFER DEBIT
16' Record - Detail	512	LETTER OF CREDIT DEBIT
16' Record - Detail	513	LETTER OF CREDIT
16' Record - Detail	514	FOREIGN EXCHANGE DEBIT
16' Record - Detail	516	FOREIGN REMITTANCE DEBIT
16' Record - Detail	518	FOREIGN COLLECTION DEBIT
16' Record - Detail	522	FOREIGN CHECKS PAID
16' Record - Detail	524	COMMISSION
16' Record - Detail	526	INTL MONEY MARKET TRADING
16' Record - Detail	527	STANDING ORDER
16' Record - Detail	529	MISCELLANEOUS INTERNATIONAL DEBIT
16' Record - Detail	531	SECURITIES PURCHASED
16' Record - Detail	538	MATURED REPURCHASE ORDER
16' Record - Detail	542	PURCHASE OF DEBT SECURITIES
16' Record - Detail	544	INTEREST/MATURED PRINCIPAL PAYMENT
16' Record - Detail	546	COMMERCIAL PAPER
16' Record - Detail	549	MISCELLANEOUS SECURITY DEBIT
16' Record - Detail	552	CREDIT REVERSAL
16' Record - Detail	554	POSTING ERROR CORRECTION DEBIT
16' Record - Detail	555	DEPOSITED ITEM RETURNED
16' Record - Detail	557	INDIVIDUAL ACH RETURN ITEM
16' Record - Detail	566	RETURN ITEM
16' Record - Detail	567	RETURN ITEM FEE
16' Record - Detail	568	RETURN ITEM ADJUSTMENT

Appendix A: BAI codes supported by Wells Fargo, cont.

Detail, cont.

Transaction type	BAI code	BAI code description
16' Record - Detail	575	ZBA DEBIT
16' Record - Detail	577	ZBA DEBIT TRANSFER
16' Record - Detail	578	ZBA DEBIT ADJUSTMENT
16' Record - Detail	581	INDIVIDUAL CONTROLLED DISBURSING DEBIT
16' Record - Detail	595	ATM DEBIT
16' Record - Detail	622	BROKER DEBIT
16' Record - Detail	627	FED FUNDS PURCHASED
16' Record - Detail	629	CASH CENTER DEBIT
16' Record - Detail	631	DEBIT ADJUSTMENT
16' Record - Detail	633	TRUST DEBIT
16' Record - Detail	644	INDIVIDUAL BACK VALUE DEBIT
16' Record - Detail	651	INDIVIDUAL INVESTMENT PURCHASED
16' Record - Detail	654	INTEREST DEBIT
16' Record - Detail	656	SWEEP PRINCIPAL BUY
16' Record - Detail	657	FUTURES DEBIT
16' Record - Detail	659	INTEREST ADJUSTMENT DEBIT
16' Record - Detail	661	ACCOUNT ANALYSIS FEE
16' Record - Detail	664	LOAN PARTICIPATION
16' Record - Detail	666	CURRENCY AND COIN SHIPPED
16' Record - Detail	667	FOOD STAMP LETTER
16' Record - Detail	668	FOOD STAMP ADJUSTMENT
16' Record - Detail	672	BACK VALUE ADJUSTMENT
16' Record - Detail	673	CUSTOMER PAYROLL
16' Record - Detail	677	TREASURY TAX AND LOAN DEBIT
16' Record - Detail	691	UNIVERSAL DEBIT
16' Record - Detail	694	DEPOSIT REVERSAL
16' Record - Detail	695	DEPOSIT CORRECTION DEBIT
16' Record - Detail	696	REGULAR COLLECTION DEBIT
16' Record - Detail	697	CUMULATIVE DEBIT
16' Record - Detail	698	MISCELLANEOUS FEES
16' Record - Detail	699	MISCELLANEOUS DEBIT
DETAIL	890	CONTAINS NON-MONETARY INFORMATION (Non-monetary information between bank)

BAI Record Layout

User Guide

Together we'll go far



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About this guide

This guide describes the Wells Fargo format for each record in a BAI file. This guide is divided into the following sections:

- Previous Day BAI record layout
- Intraday BAI record layout

Previous Day BAI record layout

File header (type 01) record

BAI field	Description
Record ID	Always 01
Sender ID	Wells Fargo's routing transit number 121000248 (National Bank RTN).
Receiver ID	Alphanumeric customer ID assigned by Wells Fargo.
File creation date	File creation date (YYMMDD).
File creation time	File creation time (HHMM) in military format, Central Time.
File ID	Two-digit counter 01
Physical record length	Always 080
Block size	Null (blank)
Version number	Always 2

Example:

01,121000248,XXXXXXXXXX,111218,0416,01,080,,2/

Group header (type 02) record

BAI field	Wells Fargo description
Record ID	Always 02
Ultimate receiver ID	Alphanumeric customer ID as assigned by Wells Fargo.
Originator ID	Routing transit number or BIC (Bank Identifier Code).
Group Status	Always 1
As-of date	As-of date (YYMMDD)
As-of time	Null (blank)
Currency code	Null (blank)
As-of-date modifier	Not used, null (blank)

Example:

02,XXXXXXXXXX,121000248,1,111217,,,/

02, XXXXXXXXXXXX, PNBPIE2D,1,111217,,,/

Previous Day BAI record layout, cont.

Account header and summary status (type 03) record

BAI field	Description
Record ID	Always 03
Account number	Standard for Wells Fargo accounts is 10-digit number. Can be up to 34 characters without truncation.
Currency code	Three-character currency code, with an option to not display the currency code.
Type code*	Three-digit BAI type code
Amount*	Value associated with the BAI type code. Variable length up to 15 digits. Format is \$\$\$\$CC (no decimal point, last two digits indicate cents). Amounts can be signed positive or negative (+ or -). If unsigned, value is positive. The last two digits will indicate cents (or decimal units for currencies other than U.S. dollars unless currency code is JPY).
Item count*	Total count of items used to determine the amount field. Only included for the following type codes: 100 Total credits 400 Total debits
Funds type*	Null (blank)

* These fields repeat for each type code.

Example:

```
03,2000000000000,USD,010,18687728974,,,015,22414786324,,,040,22317487865,,/  
88,045,21973071139,,,072,344416726,,,074,96504635,,,100,7972466211,12,/  
88,400,4245408861,5,/  

```

```
03,33333333333,CAD,010,18687728974,,,015,22414786324,,,040,22317487865,,/  
88,045,21973071139,,,072,344416726,,,074,96504635,,,100,7972466211,12,/  
88,400,4245408861,5,/  

```

Previous Day BAI record layout, cont.

Detail transaction (type 16) record

BAI field	Wells Fargo description
Record ID	Always 16
Type code	Three-digit BAI type code
Amount	Value associated with the BAI type code. Variable length up to 15 digits. Format is \$\$\$\$CC (no decimal point, last two digits indicate cents). The last two digits indicate cents (or decimal units for currencies other than U.S. dollars unless currency code is JPY).
Funds type	Optional field to indicate float or value date information. If included, is one of the following: 0 - Immediate availability 1 - Total amount is 1 day float 2 - Total amount is 2+ day float S - Distributed availability (0/1/2+ day) V - Transaction is "value-dated" (effective date different than as-of date in the 02 record) Z - Unknown Blank - No transaction float or value date
Funds type — detail 1	Only included if funds type is S or V . • For funds type S, this field is 0 day float. • For funds type V, this field is value date (YYMMDD).
Funds type — detail 2	Only included if funds type is S or V . • For funds type S, this field is 1 day float. • For funds type V, this field can be used to report in military format (HHMM), though Wells Fargo does not typically report this value.
Funds type — detail 3	Only included if funds type is S or V . • For funds type S, this field is 2+ day float. • For funds type V, this field can be used to report in military format (HHMM), though Wells Fargo does not typically report this value.
Bank reference number	Used to report customer location number, if applicable (up to 15 characters). Otherwise, field is blank.
Customer reference number	This field contains the serial number. Variable length up to 15 characters and may have leading zeros.
Text	Not used

Example:

16,275,1009235485,,,/
88,ZBA CREDIT/

Previous Day BAI record layout, cont.

Continuation (type 88) record

BAI field	Wells Fargo description
Record ID	Always 88
Text	Continuation of type 03 , 16 or other 88 records.

Example:

```
16,195,846500000,,,/  
88,OTHER REFERENCE:IA00000027057085/  
88,WT FED#03599 PPPPPPPP PPPPP BAN /ORG=XYZ COMPANY, INC./  
88,SRF# 0248400068Z9 TRN#110127057085 RFB# 2000000000000000/  
16,208,846500000,, 12345678901245/  
88,OTHER REFERENCE:IA00000027057085/  
88,WT FED#03599 PPPPPPPP PPPPP BAN /ORG=XYZ COMPANY, INC./  
88,SRF# 0248400068Z9 TRN#110127057085 RFB# 2000000000000000/
```

Account trailer (type 49) record

BAI field	Description
Record ID	Always 49
Account control total	Sum of all amount fields in 03 , 16 , and 88 records for the account (since the preceding 03 record). Variable length up to 15 digits. Format is expressed without a decimal, and the currency code determines the number of implied decimal places.
Number of records	Total number of records for the account (since the preceding 03 record), including the 03 , 16 , all 88 records, and the 49 record.

Example :

```
49,711661691,264/
```

Previous Day BAI record layout, cont.

Group trailer (type 98) record

BAI field	Description
Record ID	Always 98
Group control total	Sum of all account control total fields in 49 records for this group (since preceding 02 record). Variable length up to 15 digits. Format is expressed without a decimal, and the currency code determines the number of implied decimal places.
Number of accounts	Total number of 03 records in this group.
Number of records	Total number of all records in this group, including the 98 record.

Example:

98,118469382200,13,1913/

File trailer (type 99) record

BAI field	Wells Fargo description
Record ID	Always 99
File control total	Sum of all group control total fields in all 98 records in the file. Variable length up to 15 digits. Format is expressed without a decimal, and the currency code determines the number of implied decimal places.
Number of groups	Total number of 02 records in the file.
Number of records	Total number of all records in the file, including the 99 record.

Example:

99,118469382200,1,1915/

Intraday BAI record layout

File header (type 01) record

BAI field	Description
Record ID	Always 01
Sender ID	Wells Fargo's routing transit number 121000248 (National Bank RTN).
Receiver ID	Alphanumeric customer ID as assigned by Wells Fargo.
File creation date	File creation date (YYMMDD)
File creation time	File creation time (HHMM) in military format, Central Time.
File ID	Two-digit counter 01
Physical record length	Always 080
Block size	Null (blank)
Version number	Always 2

Example:

01,12100248,XXXXXXXXXX,111218,0416,01,080,,2/

Group header (type 02) record

BAI field	Wells Fargo description
Record ID	Always 02
Ultimate receiver ID	Alphanumeric customer ID as assigned by Wells Fargo.
Originator ID	Routing transit number or BIC (Bank Identifier Code).
Group status	Always 1
As-of date	As-of date (YYMMDD)
As-of time	Null (blank)
Currency code	Null (blank)
As-of-date modifier	Not used, null (blank)

Example:

02,XXXXXXXXXX,121000248,1,111217,,,/

Intraday BAI record layout, cont.

Account header and summary status (type 03) record

BAI field	Wells Fargo description
Record ID	Always 03
Account number	Standard for Wells Fargo accounts is 10-digit number. Can be up to 34 characters without truncation.
Currency code	Three-character currency code, with the option not to display the currency code.
Type code*	Three-digit BAI type code. Refer to the <i>BAI Type Code List User Guide</i> for more information.
Amount*	Value associated with the BAI type code. Variable length up to 15 digits. Format is \$\$\$\$CC (no decimal point, last two digits indicate cents). Amounts can be signed positive or negative (+ or -). If unsigned, value is positive. The last two digits indicate cents (or decimal units for currencies other than U.S. dollars unless currency code is JPY).
Item count*	Item count is included for the following type codes: 100 Total credits 400 Total debits Refer to the <i>BAI Type Code List User Guide</i> for reported item counts.
Funds type*	Null (blank)

* These fields repeat for each code type.

Example:

```
03,2000000000000,USD,010,18687728974,,,015,22414786324,,,040,22317487865,,/  
88,045,21973071139,,,072,344416726,,,074,96504635,,,100,7972466211,12,/  
88,400,4245408861,5,/  

```

```
03,3333333333,CAD,010,18687728974,,,015,22414786324,,,040,22317487865,,/  
88,045,21973071139,,,072,344416726,,,074,96504635,,,100,7972466211,12,/  
88,400,4245408861,5,/  

```

Intraday BAI record layout, cont.

Detail transaction (type 16) record

BAI field	Description
Record ID	Always 16
Type code	Three-digit BAI type code
Amount	Value associated with the BAI type code. Variable length up to 15 digits. Format is \$\$\$\$CC (no decimal point, last two digits indicate cents). The last two digits indicate cents (or decimal units for currencies other than U.S. dollars unless currency code is JPY).
Funds type	Optional field to indicate float or value date information. If included, is one of the following: 0 - Immediate availability 1 - Total amount is 1 day float 2 - Total amount is 2+ day float S - Distributed availability (0/1/2+ day) V - Transaction is "value-dated" (effective date different than as-of date in the 02 record) Z - Unknown Blank - No transaction float or value date.
Funds type — detail 1	Only included if funds type is S or V . • For funds type S, this field is 0 day float. • For funds type V, this field is value date (YYMMDD).
Funds type — detail 2	Only included if funds type is S or V . • For funds type S, this field is 1 day float. • For funds type V, this field can be used to report in military format (HHMM), though Wells Fargo does not typically report this value.
Funds type — detail 3	Only included if funds type is S or V . • For funds type S, this field is 2+ day float. • For funds type V, this field can be used to report in military format (HHMM), though Wells Fargo does not typically report this value.
Bank reference number	Used to report customer location number, if applicable (up to 15 characters). Otherwise, field is blank.
Customer reference number	This field contains the serial number. Variable length up to 15 characters. May have leading zeros.
Text	Not used

Example:

16,115,62619140,S,5223865,53113435,4281840,,0000012345/
88,OTHER REFERENCE: 010035 007654321987 CK/

Intraday BAI record layout, cont.

Continuation (type 88) record

BAI field	Description
Record ID	Always 88
Text	Continuation of type 03 , 16 , or other 88 records.

Example:

16,195,600,,,/
88,WIRE REFERENCE: 150109123456/
88,FED REFERENCE: 0109B1B7TQ1C654321/
88,043000261 THE BANK OF NEW YORK MELLON PITTSBURGH, PA FTJ1501090122566 ORG=AB/
88,CD LIFE INSURANCE/
88,CO OF REAL ESTATE ACCT 4444444 MAPLE ST PORTLAND OR 01234-0002 OBI=INTERSTAT/
88,E #123 TI DOLLARS/
88,FOR TENANT ABC COMP OPI=9876543 /FTR/ BNF=4655621345 ACME COMPANY/
88,Completed Timestamp 150122074419 (Time Released)/

16,508,580865,,0161990790113342,670072,/
88,CCY = GBP/
88,CCY AMT = 3500.00/
88,VALUE DATE = 141029/
88,RATE = 1.65961500/
88,TRANSACTION REFERENCE # = 0161990790113342/
88,BNF = /20830606MARK TAYLOR 269 ANTIQUESGB/
88,BBK = BCYPGB2LXXX/
88,RFP = 2 SINGLE FRENCH CHAIRS6 PAIRS OF FRENCH
CHAIRS/

Intraday BAI record layout, cont.

Account trailer (type 49) record

BAI field	Wells Fargo description
Record ID	Always 49
Account control total	Sum of all amount fields in 03 , 16 , and 88 records for the account (since the preceding 03 record). Variable length up to 15 digits. Number is expressed without a decimal, and the currency code determines the number of implied decimal places.
Number of records	Total number of records for the account, (since the preceding 03 record), including the 03 , 16 , all 88 records, and the 49 record.

Example:

49,711661691,264/

Intraday BAI record layout, cont.

Group trailer (type 98) record

BAI field	Description
Record ID	Always 98
Group control total	Sum of all account control total fields in 49 records for this group (since preceding 02 record). Variable length up to 15 digits. Number is expressed without a decimal, and the currency code determines the number of implied decimal places.
Number of accounts	Total number of 03 records in this group.
Number of records	Total number of all records in this group, including the 98 record.

Example:

98,118469382200,13,1913/

File trailer (type 99) record

BAI field	Wells Fargo description
Record ID	Always 99
File control total	Sum of all group control total fields in all 98 records in the file. Variable length up to 15 digits. Number is expressed without a decimal, and the currency code determines the number of implied decimal places.
Number of groups	Total number of 02 records in the file.
Number of records	Total number of all records in the file, including the 99 record.

Example:

99,118469382200,1,1915/

BAI Transaction Description

User Guide

Together we'll go far



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(Domestic wires)

Introduction

This guide includes the most commonly used BAI transactions at Wells Fargo. It does not list your individual transaction descriptions; it only includes general information about each transaction. All fields are identified for each transaction.

Previous Day BAI samples

115 Lockbox Deposit

Retail Lockbox Deposit sample:

BAI AMT FLOAT DISTRIBUTION LBX #(Cust ref)
16,115,763503,S,100,657800,105600,,00000660000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA002463100004/
DETAIL DESC LBX LOC BOX# DEP TIME
88,RETAIL LOCKBOX DEPOSIT DALLAS BOX 660000 DEPOSIT 1/

Wholesale Lockbox Deposit sample:

BAI AMT FLOAT LBX #(Cust ref)
16,115,56374035,1,,00000660001/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA001063888888/
DETAIL DESC LBX LOC BOX# DEP TIME
88,WHOLESALE LOCKBOX DEPOSIT ATLANTA BOX 660001 DEPOSIT 2/

Additional information:

- The Customer Reference field with the lockbox number will report in the **16** record Customer Reference field. Most often, this field is 11 characters with a leading zero.
- Description will be on the "88" Continuation Record.
- **Retail Lockbox Deposit – description**
"RETAIL LOCKBOX DEPOSIT "xxx(location)" BOX xxxxxx (LBX #) Deposit 1 (or 2)".
- **Wholesale Lockbox Deposit – description**
"WHOLESALE LOCKBOX DEPOSIT ATLANTA(Location) BOX xxxxxx(LBX #) DEPOSIT 2 (or 1)"
AM DEPOSIT = DEPOSIT 1
PM DEPOSIT = DEPOSIT 2

Previous Day BAI samples, cont.

172 Deposit Correction

Sample:

BAI AMT
16,172,67150,,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009998000001/
DETAIL DESC
88,Currency Difference/

Sample:

BAI AMT
16,172,241660,,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009998000003/
DETAIL DESC
88,Coin Difference/

Sample:

BAI AMT FLOAT CUST REF
16,172,23153,0,,00000000846/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009904000009/
DETAIL DESC
88,Deposit Not Posted/

Sample:

BAI AMT CUST REF
16,172,2000,,,2213/
DETAIL DESC
88,06/13/11 0000002213 6000.00ERROR IN DEPOSIT

Additional information:

- For customers with a deposit number, it will report in the 16 record Customer Reference field. Most often, this field is 11 characters with a leading zero.
- Possible descriptions which will be on the second '88' Continuation Record:
 - o Currency Difference
 - o Coin Difference
 - o Deposit Not Posted
 - o Error In Deposit

Previous Day BAI samples, cont.

187 Electronic Check Deposit

301 Desktop Check Deposit

Sample:

BAI AMT LOC#/CUST REF
16,187,533466,,00000123456,/

FIXED VALUE	BANK REF
88,OTHER REFERENCE: IA000387100000/	
DETAIL DESC	
88,ELECTRONIC CHECK DEPOSIT/	

Sample:

BAI AMT FLOAT LOC#
16,301,54500,0,,00000028888/

FIXED VALUE	BANK REF
88,OTHER REFERENCE: IA000385000007/	
DETAIL DESC	
88,DESKTOP CHECK DEPOSIT/	

Additional information:

- Location numbers report in the 16 record Customer Reference field. Most often, this field is 11 characters with a leading zero.

Previous Day BAI samples, cont.

366 CURRENCY AND COIN DEPOSITED

Sample:

BAI AMT FLOAT LOC#
16,366,76202,0,,00000002020/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA001500000000/
DETAIL DESC LOC#
88,Cash Only Customer Deposit

OR

Sample:

BAI AMT LOC#
16,366,200000,,333/
DETAIL DESC LOC#
88,Cash Only Customer Deposit

Additional information:

- If you subscribe to the Cash Vault product, cash only deposits will report under the 366 BAI code.
- The Customer Reference field containing the deposit location number will report on the 16 Record Customer Reference field. Most often, this field is 11 characters with a leading zero.
- The description will be on the '88' Continuation Record as:
"Cash Only Customer Deposit."

Note: 366 being a Cash Vault deposit, the transaction description identifies the type of deposit and the unique characteristic of the transaction. Based on this, the transaction description could change based on how the transaction is processed.

Previous Day BAI samples, cont.

301 COMMERCIAL DEPOSIT (most deposits will report as 301 BAI code)

366 CURRENCY AND COIN DEPOSITED (Cash Vault deposits will report as 366 BAI code)

Sample:

BAI AMT FLOAT CUST REF
16,301,12284,1,,00000000444/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA001511111899/
DETAIL DESC
88,OVER THE COUNTER DEPOSIT/

Sample:

BAI AMT CUST REF
16,301,67328,,,159/
DETAIL DESC
88,CASH VAULT DEPOSIT/

Sample:

BAI AMT FLOAT DISTRIB CUST REF 16,301,16223,S,12700,0,3500,,00000002020/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA008088808808/
DETAIL DESC
88,CASH VAULT DEPOSIT/

Sample:

BAI AMT FLOAT CUST REF
16,301,18546,0,,00000000444/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA008880888006/

Sample:

BAI AMT FLOAT CUST REF
16,366,35383,0,,00000002020/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009998880881/
DETAIL DESC
88,Cash Only Customer Deposit/

Additional information:

- The Customer Reference field containing the deposit number will report on the 16 Record Customer Reference field. Most often, this field is 11 characters with a leading zero.
- Descriptions will be more detailed depending on the sending application. If a description is available, it will always report starting on the second '88' Continuation Record or no description will report:
 - o OVER THE COUNTER DEPOSIT – 301
 - o CASH VAULT DEPOSIT – 301
 - o CASH DEPOSITED – POST VERIFY – 301
 - o Cash Only Customer Deposit - 366

Previous Day BAI samples, cont.

187 CASH LETTER DEPOSIT

Sample:

BAI AMT FLOAT DISTRIB CUST REF
16,187,1750370,S,103600,503900,1142800,,00000000888/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA002600700001/
DETAIL DESC
88,CASH LETTER DEPOSIT/

Sample:

BAI AMT
16,187,5300001,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA001888881000/
DETAIL DESC
88,ICL DEPOSIT/

Sample:

BAI AMT FLOAT DISTRIB CUST REF
16,187,1684040,S,5000,1511100,167900,,00003000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA000300777771/
DETAIL DESC
88,ELECTRONIC CHECK DEPOSIT/

Additional information:

- The Customer Reference field containing the deposit location number will report on the 16 Record Customer Reference field. Most often, this field is 11 characters with a leading zero.
- Text Descriptions for an item will report in the second "88 Continuation Record: as:
 - o CASH LETTER DEPOSIT
 - o ICL DEPOSIT
 - o ELECTRONIC CHECK DEPOSIT

Previous Day BAI samples, cont.

195 INCOMING MONEY TRANSFER 495 OUTGOING MONEY TRANSFER (Domestic wires)

Sample:

BAI AMT FLOAT DISTRIB
16,195,150000000,0,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009911000006/
FIXED VAL IMAD BANK ORIGINATOR SENDER REF
88,WT FED#00111 ABCDEF BANKING INC /ORG=ABC STORE INCO SRF#/
SENDER REF (CONT.) WIRE REF REF TO BENE
88, 2011061300000008 TRN#110613033337 RFB# 28805555/ /

Sample:

BAI AMT
16,495,64497852,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009935033333/
FIXED VAL IMAD BANK BENEFICIARY
88,WT FED#04444 DEUTSCHE BANK TRUS /DRW/BNF=ABC TAX GRPS INC./
BENEFICIARY (CONT.) SENDER REF WIRE REF
88, REV. WIRE ABCDEFG SRF# 0613310888002222 TRN#110613033333/
REF TO BENE
88, RFB# 1200033333YWD/

Additional information:

- Float distribution will report either as "0" indicating that the total amount is immediately available or blank, following standard BAI rules.
- The description will report starting in the second '88 Continuation Record'. Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description.
 - WT FED#** – Five digit numeric, part of IMAD followed by bank name
 - ORG=** – Originator information; standard fed wire length
 - SRF#** – Sender reference number; 16 characters
 - TRN#** – Fed wire reference number; 12 numeric (shorten by three characters format: YYMMDDXXXXXX date, six character date and six character sequence number)
 - RFB#** – Reference to Beneficiary; standard fed wire length
 - BNF** – Beneficiary

Note: Wire detail information will vary depending on sent/received information.

Previous Day BAI samples, cont.

206 BOOK TRANSFER CREDIT

506 BOOK TRANSFER CREDIT

(Book Transfers)

Sample:

```
BAI AMT   FLOAT   CUST REF
16,206,81395,0,,000000000000/
FIXED VALUE   BANK REF
88,OTHER REFERENCE: IA009900000006/
FIXED VAL SEQ# COMP NAME   ORG   SENDER REF
88,WT SEQ103006 WF WIRES 12DD-RTN ITEM /ORG= SRF#/
SENDER REF (CONT.) WIRE REF   REF TO BENE
88, 2011041500090008 TRN#110410100006 RFB#/
```

Sample:

```
BAI AMT   CUST REF
16,506,43591152,,000000000000/
FIXED VALUE   BANK REF
88,OTHER REFERENCE: IA009907000004/
FIXED VAL WIRE SEQ# COMP NAME BENEFICIARY SENDER REF
88,WT SEQ#03007 ABC123, INC. /BNF=ABC123, INC. SRF#/
SENDER REF(CONT.) WIRE REF   REF TO BENE
88, IN11041501000005 TRN#110415000007 RFB# 0000090000/
```

Additional information:

- Float distribution will report either as "0" indicating that the total amount is immediately available or blank, following standard BAI rules.
- The description will report starting in the second '88 Continuation Record'. Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description.
 - WT FED#** – Five digit numeric, part of IMAD followed by bank name
 - ORG=** – Originator information; standard fed wire length
 - SRF#** – Sender reference number; 16 characters
 - TRN#** – Fed wire reference number; 12 numeric (shorten by three characters format: YYYYMMDDXXXXXX date, six character date and six character sequence number)
 - RFB#** – Reference to Beneficiary; standard fed wire length
 - BNF** – Beneficiary (debits)

Note: Wire detail information will vary depending on sent/received information.

Previous Day BAI samples, cont.

208 INTERNATIONAL MONEY TRANSFER

508 INTERNATIONAL MONEY TRANSFER

(International wires)

Sample:

BAI AMT FLOAT CUST REF
16,208,521074,0,,000000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009900000003/
FIXED VAL REF BANK ORIGINATOR
88,WT F60003002000000 CREDIT MUTUEL /ORG=1/ABCDE STUDIO FRANCE/
SENDER REF WIRE REF REF TO BENE
88,SRF# F60413002070000 TRN#110413000006 RFB#/

Sample:

BAI AMT
16,508,434709,,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA0099000000002/
FIXED VAL REF BANK BENEFICIARY SENDER REF
88,WT 110800-000008 BANK OF CHINA /BNF=ABC INCORP IN SRF#/
SENDER REF (CONT.) WIRE REF REF TO BENE
88, K55E102100000000I TRN#110800000008 RFB# 2000000007/

Additional information:

- Float distribution will report with "0" indicating that the total amount is immediately available.
- The description will report starting in the second '88 Continuation Record'. Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description.

WT – Followed by Reference Number and Bank

ORG= – Originator information; standard fed wire length (credits)

SRF# – Sender reference number; 16 characters

TRN# – Wire reference number; 12 numeric (shorten by three characters format: YYMMDDXXXXXX date, six character date and six character sequence number)

RFB# – Reference to Beneficiary; standard fed wire length

BNF – Beneficiary (debits)

Note: Wire detail information will vary depending on sent/received information.

Previous Day BAI samples, cont.

246, 347, 354, 546, and 656 SWEEPS/INVESTMENTS

Sample:

BAI AMT FLOAT CUST REF
16,246,44479873,0,,00000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA060000000044/
TRAN DESC (FIXED VALUE)
88,STAGECOACH SWEEP CREDIT/

Sample:

BAI AMT FLOAT
16,347,116680,0,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA050000000000/
TRAN DESC (FIXED VALUE)
88,SWEEP TRANSFER FROM INVESTMENT/

Sample:

BAI AMT FLOAT CUST REF
16,354,122,0,,000000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA000099000000/
TRAN DESC (FIXED VALUE)
88,STAGECOACH SWEEP INTEREST PAYMENT/

Sample:

BAI AMT CUST REF
16,546,29845282,,,00000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA060000000004/
TRAN DESC (FIXED VALUE)
88,STAGECOACH SWEEP DEBIT/

Sample:

BAI AMT
16,656,7574548,,,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA040000000001/
TRAN DESC (FIXED VALUE)
88,SWEEP TRANSFER TO INVESTMENT/

Previous Day BAI samples, cont.

246, 347, 354, 546, and 656 SWEEPS/INVESTMENTS, cont.

Additional information:

The Sweeps product will determine the BAI code reported on the file.

Float distribution:

0: Total amount reported is immediately available

1: Total amount reported as 1 day float

2: Total amount reported as 2+ day float

S: Distributed availability if amount report is distributed.

V: Transaction is "value-dated" (effective date different than as-of date in the 02 record)

Z: Unknown

Blank: No transaction float or value-date.

- Bank Reference after the float distribution will be blank on the 16 record field. However, this will report on the first '88 Continuation Record' for this transaction type in the following format: **"OTHER REFERENCE: IAxxx"**
- The Bank Reference field will report up to 12 characters after **"IA"**.
- Customer Reference field containing the location information, if available, will report on the 16 Record Customer Reference field. Normally 11 character field.
- Descriptions will be dependent on the sending application. If a description is available, it will always report starting on the second '88' Continuation Record or no description will report.

Previous Day BAI samples, cont.

275 ZBA CREDIT / 575 ZBA DEBIT

277 ZBA CREDIT TRANSFER /577 ZBA DEBIT TRANSFER

Sample:

BAI AMT
16,275,164724290,/,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA000000000000/
FIXED VALUE ACCOUNT
88,ZERO BALANCE ACCOUNT TRANSFER FROM 20000000000000/

Sample:

BAI AMT
16,277,164724290,/,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA000000000000/
FIXED VALUE ACCOUNT
88,ZBA FUNDING ACCOUNT TRANSFER FROM 200000000000000/

Sample:

BAI AMT
16,575,228815205,/,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA000000000000/
FIXED VALUE ACCOUNT
88,ZERO BALANCE ACCOUNT TRANSFER TO 20000000000003/

Sample:

BAI AMT
16,577,228815205,/,/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA000000000000/
FIXED VALUE ACCOUNT
88,ZBA FUNDING ACCOUNT TRANSFER TO 2000000000003/

Controlled Disbursement accounts sample:

BAI AMT
16,275,1082844,/,/
FIXED VALUE ACCOUNT
88,ZBA BALANCE ACCOUNT TRANSFER FROM 20000000000000/

Previous Day BAI samples, cont.

275 ZBA CREDIT / 575 ZBA DEBIT

277 ZBA CREDIT TRANSFER /577 ZBA DEBIT TRANSFER, cont.

Important! If the account is a deposit reconciliation account (CDR), the master account report 277/577 BAI code and all sub-accounts will report as 275/575 BAI codes.

Additional information:

- Float distribution usually does not report on ZBA transactions.
- If the account is a Controlled Disbursement account, the Bank Reference field may not report.
- The Customer Reference field will be blank, following BAI standards.
- The account name/description will not report in the text. The account number associated to the transfer will report starting in the second '88 Continuation Record'. Descriptions will report on the '88' Continuation Record as:

CDR accounts:

ZERO BALANCE ACCOUNT TRANSFER FROM....- 275

ZBA FUNDING ACCOUNT TRANSFER FROM... - 277

ZERO BALANCE ACCOUNT TRANSFER TO... - 575

ZBA FUNDING ACCOUNT TRANSFER TO..." - 577

Regular ZBA accounts:

ZERO BALANCE ACCOUNT TRANSFER FROM....- 275

ZERO BALANCE ACCOUNT TRANSFER TO... - 575

Note: Account/Company Name associated to the account number will not report on the '88' Continuation record.

Previous Day BAI samples, cont.

475 CHECK PAID

DDA Account sample:

BAI AMT SERIAL#
16,475,9671,,,00000049999/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA008333333033/
BAI DESC
88,CHECK PAID/

Controlled Disbursement Account sample:

BAI AMT SERIAL#
16,475,280205,,,00000003333/

Additional information:

- The Customer Reference field will report on the "16" Record. This will report the serial/location number for the transaction; maximum 11 characters.
- Text Description will report in the second "88 Continuation Record" as "**CHECK PAID**"

Note: If the account is a Controlled Disbursement account, the Bank Reference field and the Text Description may not report, depending on how the transaction is processed.

Premium BAI samples

The following information describes the wire information with Wells Fargo's extended wire format, called Premium BAI.

195 INCOMING MONEY TRANSFER

495 OUTGOING MONEY TRANSFER

(Domestic wires)

Sample:

```
BAI    AMT    FLOAT  CUST REF
16,195,7500000000,0,,0000000000/
FIXED VALUE    BANK REF
88,OTHER REFERENCE: IA009911000000/
RTN    BANK
88,021000018 BANK OF ANYTOWN ONE WALL STREE/
ORIGINATOR
88,T NEW YORK, NY MFP1106100000000 ORG=ABC123INCORP 11 CHURCH /
(Cont.)                                REF TO BENE
88,DRIVE 4TH FLOOR ANYTOWN USA-0009 GRAND CAYMAN CI RFB=FL/
ORG TO BENE    ORG PARTY    BENEFICIARY
88,DD1-TRN OBI=MONEY MARKET CLAIMS OPI=300004 /FTR/ BNF=40002/
(Cont.)        BANK TO BANK INFO
88,10004 ABC123INCORP. BBI=/MFED//
FIXED VALUE    DATE/TIMESTAMP
88,Completed Timestamp 110610070232 (Time Released)/
FED REF #
88,0610Q8001C0000006/
TRAN REF#
88,110610000009/
88,/
```

Premium BAI samples, cont.

195 INCOMING MONEY TRANSFER 495 OUTGOING MONEY TRANSFER (Domestic wires), cont.

Sample:

BAI AMT CUST REF
16,495,7500000000,,00000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009911000000/
RTN BANK
88,021000021 ABC BANK 1 NEW YORK PLAZA NEW YORK, NY/
ORIGNATOR
88,IN11061010291473 ORG=STATE OF USA ABC123 INCORPOR4 2009 Gal/
REF TO BENE
88,lons Suite 1 Santa Fe, NM 87505 US RFB=000013009 OBI=CONTACT/
ORG TO BENE BENEFICIARY BANK
88, JOHN DOE 000-000-0000 /FTR/ BBK=ABC BANK/
BENEFICIARY
88,, NA 22 WATER RD, ST 000 NEW YORK NY BNF=300000000 USA ABC12/
88,3 SETTLEMENT/
FIXED VALUE DATE/TIMESTAMP
88,Completed Timestamp 110610070232 (Time Released)/
Fed Reference#
88,0610B1Q8001C000006/
TRAN REF#
88,110610000009/
88,/

Additional information:

- The description will report starting in the second '88 Continuation Record.' Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description.
- Sample tags/descriptions include:
 - ORG=** Originator information – standard fed wire length
 - SRF#** Sender Reference number – 16 characters
Federal Wire Reference number (does not have a tag)
Trans Reference number (does not have a tag) – 12 numeric (shorten by three characters, format: YYMMDDXXXXXX date six character date and six sequence number)
 - RFB#** - Reference to Beneficiary - standard fed wire length
 - BNF** – Beneficiary - standard fed wire length
 - BBI** – Bank to Bank Information – standard length
 - OPI** – Originating Party Information – standard length
 - OBI** – Originator to Beneficiary Information – standard length.

Note: Wire detail information will vary depending on sent/received information.

Premium BAI samples, cont.

195 INCOMING MONEY TRANSFER 495 OUTGOING MONEY TRANSFER (Domestic wires)

Sample:

BAI AMT FLOAT CUST REF
16,195,7500000000,0,,0000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009911000000/
RTN BANK
88,021000018 BANK OF ANYTOWN ONE WALL STREE/
ORIGNATOR
88,T NEW YORK, NY MFP1106100000000 ORG=ABC123INCORP 11 CHURCH /
(Cont.) REF TO BENE
88,DRIVE 4TH FLOOR ANYTOWN USA-0009 GRAND CAYMAN CI RFB=FL/
ORG TO BENE ORG PARTY BENEFICIARY
88,DD1-TRN OBI=MONEY MARKET CLAIMS OPI=300004 /FTR/ BNF=40002/
(Cont.) BANK TO BANK INFO
88,10004 ABC123INCORP. BBI=/MFED//
FIXED VALUE DATE/TIMESTAMP
88,Completed Timestamp 110610070232 (Time Released)/
FED REF #
88,0610Q8001C000006/
TRAN REF#
88,110610000009/
88,/

Premium BAI samples, cont.

195 INCOMING MONEY TRANSFER 495 OUTGOING MONEY TRANSFER (Domestic wires), cont.

Sample:

BAI AMT CUST REF
16,495,7500000000,,00000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009911000000/
RTN BANK
88,021000021 ABC BANK 1 NEW YORK PLAZA NEW YORK, NY/
ORIGINATOR
88,IN11061010291473 ORG=STATE OF USA ABC123 INCORPOR4 2009 Gal/
(Cont.) REF TO BENE ORG TO BENE
88,lons Suite 1 Santa Fe, NM 87505 US RFB=000013009 OBI=CONTACT/
(Cont.) BENEFICIARY BANK
88, JANE DOE 000-000-0000 /FTR/ BBK=ABC BANK/
(Cont.) BENEFICIARY
88,, NA 22 WATER RD, ST 000 NEW YORK NY BNF=3000000000 USA ABC12/
(Cont.)
88,3 SETTLEMENT/
FIXED VALUE DATE/TIMESTAMP
88,Completed Timestamp 110610070232 (Time Released)/
Fed Reference#
88,0610B1Q8001C000006/
TRAN REF#
88,1106100000009/
88,/

Additional information:

- The description will report starting in the second '88 Continuation Record.' Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description. Sample tags/descriptions include:

ORG= Originator information – standard fed wire length

SRF# Sender Reference number – 16 characters

Federal Wire Reference number (does not have a tag)

Trans Reference number (does not have a tag) – 12 numeric (shorten by three characters, format:

YYMMDDXXXXXX date six character date and six sequence number)

RFB# - Reference to Beneficiary - standard fed wire length

BNF – Beneficiary - standard fed wire length

BBI – Bank to Bank Information – standard length

OPI – Originating Party Information – standard length

OBI – Originator to Beneficiary Information – standard length.

Note: Wire detail information will vary depending on sent/received information.

Premium BAI samples, cont.

206 BOOK TRANSFER CREDIT

506 BOOK TRANSFER CREDIT

Sample:

BAI AMT FLOAT CUST REF
16,206,12625356,0,,000000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA0099000000006/
DEBIT ACCT# COMPANY INFO
88,000001000000004 ABC 123 TRUST 1000 WESTERN AVE STE 100 SEATT/
ORIGINATOR
88,LE WA 98121-3132 IN11092710180675 ORG=COMPANY12 AND ABC12 LL/
(CONT.) REF TO BENE
88,1000 WESTERN AVE SUITE 100 SEATTLE, WA 98121 US RFB=0000100/
ORG TO BEN BENEFICIARY
88,03 OBI=remit on dates 9/01-9/02/11 /FTR/ BNF=D 0000050000001/
(CONT.)
88,10 ABC 123, LLC Control account/
FIXED VALUE DATE/TIME
88,Completed Timestamp 110927124817 (Time Released)/
TRAN REF#
88,1109270000004/
88,/

Premium BAI samples, cont.

206 BOOK TRANSFER CREDIT

506 BOOK TRANSFER CREDIT, cont.

Sample:

```
BAI      AMT      CUST REF
16,506,47890004,,,000000000000/
FIXED VALUE      BANK REF
88,OTHER REFERENCE: IA009907000004/
CREDIT ACCT#      COMPANY INFO
88,000001100000008 ABCDE MANAGEMENT LLC. PAYMT FOR THE ABCDE FU/
(CONT.)
88,NDS 1000 OAKLANDALE WEST BLVD STE 2200 MINNEAPOLIS MN 55437-/
(CONT.)      ORIGINATOR
88,3878 AA11092700000006 ORG=The ABCDE Investment GROUPS LLL 1/
(CONT.)
88,100 OAKLANDALE WEST BLVD STE 2000 MINNEAPOLIS MN 55437-3878/
REF TO BENE      BENEFICIARY
88,RFB=000050006 /FTR/ BNF=D 00008800000008 LLC ABCDE MANAGEMEN/
(CONT.)
88,T/
FIXED VALUE      DATE/TIME
88,Completed Timestamp 110927153222 (Time Released)/
TRAN REF#
88,1109270000003/
88,/
```

Additional information:

- The description will report starting in the second '88 Continuation Record.' Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description. Sample tags/descriptions include:

ORG= Originator information – standard fed wire length

SRF# Sender Reference number – 16 characters

Federal Wire Reference number (does not have a tag)

Trans Reference number (does not have a tag) – 12 numeric (shorten by three characters, format: YYMMDDXXXXXX date six character date and six sequence number)

RFB# - Reference to Beneficiary - standard fed wire length

BNF – Beneficiary - standard fed wire length

BBI – Bank to Bank Information – standard length

OPI – Originating Party Information – standard length

OBI – Originator to Beneficiary Information – standard length.

Note: Wire detail information will vary depending on sent/received information.

Premium BAI samples, cont.

208 INTERNATIONAL MONEY TRANSFER

508 INTERNATIONAL MONEY TRANSFER

Sample:

BAI AMT FLOAT CUST REF
16,208,50511,0,,0000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009950000002/
SETTLEMENT ACCT# BANK INFO
88,RATE=.000000 FX AMT=50511 CCY=USD 000010000000001 WACHOVIA B/
(CONT.)
88,ANK NA NY INTERNATIONAL BRANCH PENN PLAZA 11, FL 4 NEW YORK,/
(CONT.)
88, NEW YORK WACHOVIA BANK NA NY INTERNATIONAL BRANCH F60000007/
ORG BANK INFO ORIGINATOR
88,800000 OGB=CREDIT SUISSE AG (HEAD OFFICE) ZURICH,CH ORG=ABCD/
(CONT.)
88,COMPANYS MANAGEMENT LLC. AB 123INC DE BLANCHE INCO 123/AA/1234/
ORG TO BENE REF TO BENE
88,RAINIER OBI=AA INVOICES 110922-0000123 CARGOS . 121000248 R/
ORG PARTY INFO BENEFICIARY
88,FB F3L000ZABC120001 OPI=CH2004830000000002000 /FTR/ BNF=4001/
(CONT.)
88,200008 GLOBAL ABC CORP SERVICES (EGYPT) LLC P.O.BOX 1 CAIRO,/
(CONT.)
88, EGYPT/
FIXED VALUE DATE/TIME
88,Completed Timestamp 110927044325 (Time Released)/
TRANS REF#
88,1109270000002/
88,/

Premium BAI samples, cont.

208 INTERNATIONAL MONEY TRANSFER

508 INTERNATIONAL MONEY TRANSFER, cont.

Sample:

BAI AMT CUST REF
16,508,5183587,,,0000000000/
FIXED VALUE BANK REF
88,OTHER REFERENCE: IA009900000004/
88,RATE=.000000 FX AMT=5183587 CCY=USD 000020000000001 WACHOVIA/
(CONT.)
88, BANK NA NY INTERNATIONAL BRANCH PENN PLAZA 11, FL 4 NEW YOR/
ORIGINATOR
88,K, NEW YORK EC11092700000006 ORG=ABCD COMPY INTERNTL INC. (11
ORG TO BENE
88,) 0 Greenway Plaza Houston TX 000077046 US OBI=GROUP AA CONT/
(CONT.)
88,ROL ACCT 00 INVS 0001 00010 00011 00033 00055 00059 CCRR 123/
BENE BANK INFO
88,70 CCCRR12372 /FTR/ BBK=S HDFCINBB HDFC BANK LIMITED ABCD123/
(CONT.)
88,A ESTATE, 123ABCD GROUP INCORP ABCD XYZ ROAD, WWW MUMBA/
BENEFICIARY
88,I, INDIA BNF=00600010000004 XYZ1234 INCORPORATED LLC IN/
FIXED VALUE DATE/TIME
88,Completed Timestamp 110927114143 (Time Released)/
TRAN REF#
88,110927000002/
88,./

Additional information:

- The description will report starting in the second '88 Continuation Record.' Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description. Sample tags/descriptions include:

ORG= Originator information – standard fed wire length

SRF# Sender Reference number – 16 characters

Federal Wire Reference number (does not have a tag)

Trans Reference number (does not have a tag) – 12 numeric (shorten by three characters, format: YYMMDDXXXXXX date six character date and six sequence number)

RFB# - Reference to Beneficiary - standard fed wire length

BNF – Beneficiary - standard fed wire length

BBI – Bank to Bank Information – standard length

OPI – Originating Party Information – standard length

OBI – Originator to Beneficiary Information – standard length.

Note: Wire detail information will vary depending on sent/received information.

Intraday BAI samples

The following information describes Wells Fargo's Intraday wire format.

195 INCOMING MONEY TRANSFER

495 OUTGOING MONEY TRANSFER

(Domestic wires)

Sample:

```
BAI AMT
16,195,2071417,,,/
FIXED VALUE TRN WIRE REF
88,WIRE REFERENCE: 111111000000/
FIXED VALUE FED WIRE REF
88,FED REFERENCE: 1234E1A00BAC000001/
RTN BANK INFO
88,031201467 WACHOVIA BANK NA PENNSYLVANIA INTL OPERATIONS 530,/
(CONT.)
88, WALNUT STREET PHILADELPHIA, PENNSYLVANIA US BANK MINNEAPOLI/
(CONT.) ORG BANK
88,S, MN 2011110800000000 OGB=ABCDE OUTGOING WIRE 11400 ATTN JO/
(CONT.) ORIGINATOR
88,HN DOE 123ABC MM-WW-S000 , ,00000 ORG=PHILADELPHIA ST/
(CONT.) REF TO BENE
88,ATES ROAD 2000 CHESTERS STREET PHILADELPHIA PA 19103 RFB=2/
(CONT.) ORG TO BENE ORG PARTY BENEFICIARY
88,000000000000 OBI=NOPAY OPI=NA /FTR/ BNF=20000000000000 PHILA S/
(CONT.)
88,TATES AUTHORITY ATTN: JOHN DOE 2000 PRIMROSE GROUP/
(CONT.) BENE BANK INFO
88,ROAD PHILADELPHIA PA 19145 BBI=W20111108UU00010000000000/
FIXED VALUE DATE/TIME
88,Completed Timestamp 111108102152 (Time Released)/
```

Additional information:

- The description will report starting in the second '88 Continuation Record.' Description tags associated to wires will report within the text description for each wire. The wire tags available will depend on the sender of the text description. Sample tags/descriptions include:

ORG= Originator information – standard fed wire length

SRF# Sender Reference number – 16 characters

Federal Wire Reference number (does not have a tag)

Trans Reference number (does not have a tag) – 12 numeric (shorten by three characters, format:

YYMMDDXXXXXX date six character date and six sequence number)

RFB# - Reference to Beneficiary - standard fed wire length

BNF – Beneficiary - standard fed wire length

BBI – Bank to Bank Information – standard length

OPI – Originating Party Information – standard length

OBI – Originator to Beneficiary Information – standard length.

Note: Wire detail information will vary depending on sent/received information.

Sample Client Analysis Statement

WELLS FARGO BANK, N.A.
123 MAIN ST
ANYTOWN, USA 98765

Average Positive Collected Balance		\$	920,197.50
Reserve Requirement	@10.00%	-	92,019.75
Investable Balance Available for Services		=	828,177.75
Earnings Allowance	@5.44%		3,826.41
Current Month Analyzed Charges		-	7,550.00

Together we'll go far



Balance Summary

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Collected	Neg Coll Use of Fund Rate	Service Charge
* 000-1234567	ABC Company	920,198	920,198			13,550.00

*Indicates billing account

Service Detail

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
ABC123	01 0000	Zero Balance Master Account Maint	50.00000	1.00	50.00
BDC234	01 0000	Account Maintenance	15.00000	500.00	7,500.00 T
CDE345	01 0000	DDA Statement	20.00000	300.00	6,000.00 *T
General Account Services					13,550.00
Total Analyzed Charges					7,550.00
*Total Fee Based Charges					6,000.00
Total Service Charges					13,550.00
T = Service Subject to Sales Tax					

Trend Analysis

Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balance Available for Services	Earnings Credit Rate
AUG 20XX	920,198	920,198	828,178	5.44%
OCT 20XX	920,198	920,198	828,178	5.44%
Average	920,198	920,198	828,178	

Month	Earnings Allowance	Fee-Based Charges	Analyzed Charges	Monthly Position
AUG 20XX	3,826	0	65	3,761
OCT 20XX	3,826	6,000	7,550	(3,744)

Balance Adjustments

Account Number	Transaction Date	Correction Date	Adjustment Amount	No. of Days	Change in Average Collected Balance	Description
ABC 000-1234567	01/XX/XX	01/XX/XX	15,000.00	8	3,870.97	
Account Total					3,870.97	
Grand Total					3,870.97	

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative.

Cyber Fraud Overview

According to the 2017 AFP Payments Fraud and Control Survey, the following fraud trends were identified in 2016:

- Payments fraud continues to increase after declines from 2009 through 2013, with 74% of survey respondents advising that their organizations were victims of payments fraud.
- Paper checks continue to be the most prevalent payment form used by organizations and the payment method most targeted for fraud.

Lax cyber security policies and procedures provide fraudsters with the opportunity to obtain your account information and to take advantage of your organization. With 75% of all companies being targets of payments fraud in 2016,* we believe that it's more important than ever to educate customers on cyber security. In the following paragraphs we discuss cyber security threats, best practices to help protect your organization, and what we do to help protect our customers.

*2017 AFP Payments Fraud and Control Survey.

Threat: online account takeover fraud



With online account takeover fraud, a fraudster either tricks you into disclosing your online banking credentials or installing malware on your PC or mobile device. The goal of the fraudster is to move funds from your accounts into theirs.

Fraudsters can manipulate you into performing actions or divulging confidential information by impersonating a trustworthy entity. This is called social engineering. Fraudsters can also use malware to capture all on-screen actions you undertake and to support session take-over activities. Malware can be found in:

- Documents attached to emails
- Links in emails that connect to infected sites
- Infected search engine results and documents
- Videos, photos, and banner ads posted on legitimate websites, particularly social networking sites

Social engineering strategies

There are several strategies fraudsters use to obtain your confidential information. You may already be familiar with some of these strategies, while others may be new to you.

Phishing

The classic phishing attempt is still heavily used. Fraudsters send mass emails out purporting to be from a reputable organization that you have a relationship with. Fraudsters purchase customer data obtained through security breaches to use in phishing attempts.

Vishing and smishing

Another strategy is vishing –where the fraudster picks up the phone and makes direct contact with you. This tactic is used more and more often and is facilitated by the fraudster's ability to spoof caller ID information.

Similar to vishing, smishing happens when a fraudster sends a fraudulent text, typically with a link. If you click on the link, malware is installed on your mobile device.

Spear-phishing

Spear-phishing is a tactic that is becoming a favorite of fraudsters. It involves a targeted attack directed at a small group of potential victims. Because spear-phishing communications are more customized, they have a higher degree of believability.

Threat: Impostor fraud



With impostor fraud, a fraudster poses as a person or entity that you know and trust. They may pose as an executive at your organization, or as a vendor. The fraudster may contact you by email, phone, fax, or mail. They will request a payment, submit an invoice, or ask to change vendor payment instructions. With impostor fraud, your authorized users make payments directly to the fraudster. These payments appear to be normal transactions to your bank and to your accounting staff. Because of this, impostor fraud is typically not quickly identified, which makes it harder to recover funds. If you suspect your organization has been the victim of impostor fraud, immediately contact your financial institution for assistance.

There are many red flags to lookout for with impostor fraud, including:

Impostor fraud red flags	
Requests to remit payment to a new or different bank account or country that you've never sent payments to before	Subtle changes to an email address that could indicate spoofing, including the insertion of extra letters in the address
Request for secrecy around the payment — including claims that the payment is confidential or top secret	Changes in an email address from an organization's domain to a public domain
The requested payment beneficiary changes from an organization to an individual	The writing style of the request may be off, for example the request could either be more or less formal than usual
The request includes blurred logos, letterhead, or invoices indicating that documents may have been altered	

Best practices to protect your organization from online account takeover fraud

Best practices to protect your organization from online account takeover fraud include:

Never disclose your online banking credentials

Your financial institution already has your information on record and has no need to ask for your credentials. This information, including information from tokens used to access services, should never be shared and should always be protected.

Monitor accounts daily

The sooner you spot fraudulent activity, the sooner you can start recovery efforts and take steps to avoid additional fraud. You should check all accounts daily for suspicious activity, and reconcile accounts on a daily basis to identify unauthorized payments. Notify your financial institution immediately of any suspicious activity.

Understand your services

It's important to be familiar with your banking services, including how your services normally look and behave. For example, we do not require a token code during the initial sign-on to our online banking portal. Should a user receive a prompt for a token code at the initial sign-on, he or she should contact us immediately. Users should also disregard any unfamiliar pop-up messages.

Protect your network

You should protect your network by not clicking on links, opening attachments, or installing programs from unknown senders. Maintain network hygiene by helping to ensure that all firewalls, servers, and applications have the latest security patches. You should also generate transactions from stand-alone PCs where email and web browsing are disabled.

Use dual custody effectively

Dual custody is one of the most effective fraud deterrents in a layered security approach. However, for dual custody to work as intended, the initiator and approver must be on different devices. Initiators and approvers should always pay close attention to all transaction details before acting on the item.

Best practices to protect your organization from impostor fraud

Best practices to protect your organization from impostor fraud include:

Authenticate all requests

- Verify unusual requests
- Verify requests through a channel other than the channel the request was received through; for example, verify an email from a vendor by calling a known vendor representative
- Use official contact information on file to verify a request; never use the contact information provided in the request

Educate your staff

- Alert management and supply chain personnel of the threat of impostor fraud
- Instruct all staff, especially accounts payable staff, to question unusual payment requests, even if they are received from organizational executives

Alert vendors and partners

- Educate your vendors about the risk that impostor fraud poses to them
- Have a formal process in place to accept bank account information changes from your vendors; review this process with your vendors and staff and make sure they comply
- Instruct your trading partners not to change your remittance information without verifying the request with your organization

How we protect customers



To help our customers avoid fraud, we design our products and systems to protect customer accounts and follow practices that help to detect fraud.

Protection

- **A layered approach:** We have several layers of monitoring and multiple systems in place to secure information. We also require secondary authentication for all high risk transactions such as online payments, foreign exchange, and online administration services.
- **Safeguards for confidential information:** To protect the privacy of your online banking credentials, we'll never contact you by phone, email, or text message to ask for your credentials.
- **Session management:** To help secure your information, our online banking portal opens services in separate and secure browser windows and terminates your connection after a period of inactivity.
- **Product security:** To help safeguard your accounts, we build security features into our products and services. For example, our systems will not release payments if they include previously confirmed fraudulent beneficiary information.
- **Fraud protection services:** We offer several fraud protection services to help protect you from fraud, including ACH fraud filters, positive pay for checks, and dual custody for services with high risk transactions.

Detection

- **Fraud detection technology:** We employ multiple methods of detecting suspicious online activity and fraud. Many of our methods are undetectable to both your users and fraudsters.
- **Industry partnerships:** By working closely with fraud fighting industry leaders, we benefit from active sharing of the industry's forensic fraud data. We use this information to enhance and expand our fraud protection strategies.
- **Law enforcement coordination:** We collaborate with law enforcement agencies to share intelligence and investigate fraud incidents that could affect customers.

Wells Fargo At WorkSM banking program

Reward your employees — and your company — with a comprehensive package of financial accounts, discounts, conveniences, and services.

Let Wells Fargo help you reduce your payroll costs and attract and retain the best candidates. The *Wells Fargo At Work* program encourages direct deposit, improves financial education for your employees, and offers convenient employee access to Wells Fargo accounts and services — all at no cost to your company.

Wells Fargo At Work offers:

No-hassle implementation. Use the *Wells Fargo At Work* program to differentiate your company for current and prospective employees. Choose from multiple options that include communication tools to launch the program, online content to feature through your company's intranet site, exclusive promotions, and full communication support from Wells Fargo.

Multiple banking products and services. Employees can open *Wells Fargo At Work* interest-earning checking packages¹ with options to waive or receive a discount on the monthly service fee.² Staff can also receive discounts on personal check orders; access no-fee cashier's checks or personal money orders; and may be eligible for special benefits on mortgages,³ loans, and lines of credit.⁴

Better payroll experience. With a Wells Fargo checking account, employees can sign up for direct deposit and access their funds faster. Direct deposit helps your company reduce payroll processing costs and decreases the risk of check fraud.

Coast-to-coast convenience. Day or night, employees can access their money wherever they work or live through approximately 6,200 banking locations and more than 12,500 Wells Fargo ATMs nationwide, plus *Wells Fargo Phone Bank*SM service, *Wells Fargo Online*[®] banking, and *Wells Fargo Mobile*[®] banking.⁵

Financial education. From savings and credit to budgeting and identity theft, interactive online tools, such as the *Hands on Banking*[®] website and onsite financial seminars at your office, give employees the knowledge and confidence to make better personal finance decisions.

Additional services available include:

- Thank-you gift after closing a home purchase or refinance through the *My Mortgage Gift*SM program⁶
- Transfer fee discounts on Wells Fargo *ExpressSend*[®] service⁷

continued

Together we'll go far



¹Interest earned on the entire daily collected balance on the days on which the balance is \$500 or more. Interest bearing accounts are insured by the FDIC up to applicable limits.

²Please talk to a banker for more details or refer to the Consumer Account Fee and Information Schedule about minimum opening deposit requirements and how your account may qualify for a waiver or a discount on the monthly service fee.

³Home 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.

⁴All 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.

⁵Your mobile carrier's message and data rates may apply.

⁶To 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. 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.

⁷Talk to a banker today for more details on the *ExpressSend* service, including discounts and qualification requirements.

Certain products or offers may not be available in all states. Please see the applicable account agreements for the current terms and conditions. NMLSR ID 399801. Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.

For more information on the Wells Fargo At Work program, contact your Wells Fargo treasury management representative.

Wells Fargo Bank Branch Locations and Proximity Report for Washoe County's Departments and Divisions

Washoe County, Department / Division	Address	City	State	Zip	Wells Fargo Bank Name	Bank Address	City	State	Zip	Phone Number	Distance (In miles) *	Bank Hours	Branch Posting Cutoff Time	ATM Posting Cutoff Time
Alternate Public Defender	350 S Center St	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.19	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Alternate Sentencing	1 S Center St	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.49	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Animal Services	2825 A Longley Lane	Reno	NV	89502	MEADOWOOD	5100 NEIL RD	RENO	NV	89502 8524	(775)829-5350	2.19	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Assessor	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Clerk's Office	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Community Services - Building and Safety	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Community Services - Engineering and Capital Projects	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Community Services - Planning and Development	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Community Services - Roads	3101 Longley Lane	Reno	NV	89502	MEADOWOOD	5100 NEIL RD	RENO	NV	89502 8524	(775)829-5350	2.06	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Community Services - Utility Services	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Community Services - Comptroller	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Collections - Purchasing	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Collections - Risk Management	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Collections - Payroll	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Collections - Coroner/Medical Examiner	990 E 9th St	Reno	NV	89512	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	1.57	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
District Attorney	1 S Center St	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.49	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
District Court	75 Court St	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.07	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Health District	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Health District - Air Quality	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Health District - Birth & Death Records	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Health District - Community Health Services	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Health District - Environmental Health	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Human Services	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Incline Village Justice Court	865 Tahoe Blvd	Reno	NV	89509	TAHOE/INCLINE	776 TAHOE BLVD	INCLINE VILLAGE	NV	89451 9617	(775)885-5500	0.5	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Juvenile Services	650 Ferrari McLeod Blvd	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	2.54	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Law Library	75 Court St	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.07	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Downtown Reno	301 South Center	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.2	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Northwest Reno	2325 Robb Dr.	Reno	NV	89523	MCQUEEN CROSSING	1650 ROBB DR STE B3	RENO	NV	89523 3518	(775)470-7070	0.84	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Sierra View	4001 South Virginia St.	Reno	NV	89502	PECKHAM	4045 S VIRGINIA ST	RENO	NV	89502 6007	(775)770-1241	0.09	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Spanish Springs	7100-A Pyramid Hwy.	Sparks	NV	89436	DISC DRIVE	1200 DISC DR	SPARKS	NV	89436 0693	(775)626-4050	4.47	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Incline Village	845 Alder Ave.	Incline Village	NV	89451	TAHOE/INCLINE	776 TAHOE BLVD	INCLINE VILLAGE	NV	89451 9617	(775)885-5500	0.54	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Verdi	270 Bridge St.	Verdi	NV	89439	MCQUEEN CROSSING	1650 ROBB DR STE B3	RENO	NV	89523 3518	(775)470-7070	7.83	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - North Valleys	1075 North Hills Blvd.	Reno	NV	89506	LEMMON & BUCK	220 LEMMON DR	RENO	NV	89506 8701	(775)784-7800	1.17	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Senior Center	1155 East Ninth St.	Reno	NV	89512	KIETZKE/ROBERT	701 KIETZKE LN	RENO	NV	89502 2013	(775)327-7960	1.62	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - South Valleys	15650-A Wedge Parkway	Reno	NV	89511	GALENA	18100 WEDGE PKWY	RENO	NV	89511 8134	(775)324-9850	1.01	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Sparks	1125 12th St.	Sparks	NV	89431	PYRAMID	2221 PYRAMID WAY	SPARKS	NV	89431 2159	(775)685-7601	0.77	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Duncan/Traner	1650 Carville Dr.	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.7	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Library System - Gerlach	555 East Sunset Blvd.	Gerlach	NV	89412	LOVELOCK	920 CORNELL AVE	LOVELOCK	NV	89419 0000	(775)273-2942	77.50	Mon - Fri : 09:00 AM - 06:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Recorder's Office	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM

Wells Fargo Bank Branch Locations and Proximity Report for Washoe County's Departments and Divisions

Regional Public Safety Training Center	5190 Spectrum Blvd	Reno	NV	89506	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	2.71	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Reno Justice Court	1 S Center St	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.49	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Human Services	350 S Center St	Reno	NV	89501	RENO DOWNTOWN	200 S VIRGINIA ST STE 100	RENO	NV	89501 2405	(775)348-7030	0.19	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Human Services - Senior Center	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Sheriff's Office	911 E Parr Blvd	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	2.3	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Sparks Justice Court	1675 E Prater Way	Sparks	NV	89434	MCCARRAN	400 N MCCARRAN BLVD	SPARKS	NV	89431 5277	(775)352-5160	1.58	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Technology Services	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Technology Services - Geographic Information Systems	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
TMFPD	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Truckee Meadows Flood Project	9635 Gateway Drive, Ste A	Reno	NV	89521	SOUTH MEADOWS	497 S MEADOWS PKWY	RENO	NV	89521 5944	(775)850-4720	0.36	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Treasurer's Office	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM
Voters	1001 E. 9th St	Reno	NV	89512	NORTHTOWNE	2895 NORTHTOWNE LN	RENO	NV	89512 2058	(775)331-5860	1.78	Mon - Fri : 09:00 AM - 06:00 PM, Sat : 09:00 AM - 04:00 PM	Mon - Fri : 06:00 PM	Mon - Fri : 09:00 PM

About the Community Reinvestment Act (CRA)

Established by Congress in 1977, the Community Reinvestment Act (CRA) encourages banks to meet the credit needs of all segments of the communities where they have a retail presence, including low- and moderate-income (LMI) communities and individuals. Every three to four years the Office of the Comptroller of the Currency (OCC) conducts a CRA exam, rating banks on each of the three exam components — lending, investment and service. The OCC assigns an enterprise-wide rating for each of these three tests and then assigns an enterprise-wide overall bank rating. In addition, each state and multi-state Metropolitan Statistical Area (MSA) where the bank has a retail presence also receives a rating for each of the three tests as well as an overall state or MSA rating.

The 2012 CRA exam covers activities from 2009-2012.

2012 CRA Exam Results – Nevada

Overall	Lending	Investment	Service
Outstanding	Outstanding	Outstanding	High Satisfactory

CRA Exam Performance – Nevada

Nevada Results: Lending Test – Outstanding (50% of Overall rating)

The Lending Test assesses the Bank's performance in mortgage, small business/small farm and community development (CD) lending (affordable housing, financing small businesses, revitalizing or stabilizing LMI communities and providing community services to LMI individuals)

- Lending levels reflect excellent responsiveness to the credit needs of its full-scope Nevada Assessment Area (AA).
- The geographic distribution of Wells Fargo's loans reflects adequate penetration throughout its full-scope Nevada AA.
 - Wells Fargo ranked first in the number of mortgage loans to LMI communities in Nevada and originated/purchased 3,832 loans for \$578.4 million.
 - Wells Fargo ranked first in the dollar volume of loans to small businesses in LMI communities in Nevada and originated/purchased 9,033 loans for \$329.0 million.
- The distribution of Wells Fargo's borrowers reflects good penetration among retail customers of different income levels and business customers of different size within its full-scope Nevada AA.
 - Wells Fargo ranked first in the number of mortgage loans to LMI borrowers in Nevada and originated/purchased 18,940 loans for \$2.3 billion.
- Wells Fargo ranked first in the dollar volume of loans to small business with Gross Annual Revenues <\$1 million in Nevada and originated/purchased 43,756 loans for \$941.0 million.

- CD lending has a significantly positive effect on Lending Test performance.
 - Wells Fargo originated \$123.0 million in community development loans that resulted in 2,374 units of affordable housing.
 - Wells Fargo refinanced an \$18.4 million term loan to an entity for the purpose of paying off an existing bridge loan for a 320-unit housing development located in a moderate-income census tract in Las Vegas, Nevada. The unit mix consists of 64 one-bedroom units, 176 two-bedroom units and 80 three-bedroom units all affordable to low- and moderate-income tenants.

Nevada Results: Investment Test – Outstanding (25% of Overall rating)

The Investment Test assesses the Bank's performance in its investments/grants focused on affordable housing, financing small businesses, revitalizing or stabilizing LMI communities and providing community services to LMI individuals

- Wells Fargo has an excellent level of qualified CD investments and grants in its full-scope Nevada AA.
 - Wells Fargo made \$60.1 million in community development investments and grants that resulted in 656 units of affordable housing.
 - Wells Fargo invested \$12 million in an affordable housing development located in Las Vegas, Nevada. The development is a 142-unit Low Income Housing Tax Credit (LIHTC) project with 124-units restricted to low- and moderate-income residents, the remaining 18 units are market rate.

Nevada Results: Service Test – High Satisfactory (25% of Overall rating)

The Service Test assesses the Bank's performance in its retail branch network and team member outreach efforts in providing financial services to LMI segments, e.g. financial education, board membership on CRA-focused organizations

- Wells Fargo's delivery systems are accessible to all portions of the full-scope Nevada AA.
 - Wells Fargo has 120 retail bank branches. Of those, 41 are located in LMI communities (34%). An additional 14 branches directly border LMI communities, bringing the total branches that serve these communities to 55 (46%).
 - Wells Fargo team members volunteered 2,147 hours representing 506 CD service activities that benefited its communities.

CRA Performance since the 2009-2012 exam period – Nevada

Nevada: Lending (Will account for 50% of Overall rating)

- Wells Fargo ranked first in the number of mortgage loans to LMI communities in Washington and originated/purchased 7,174 loans for \$1.2 billion.
- Wells Fargo ranked first in the dollar volume of loans to small businesses in LMI communities in Nevada and originated/purchased 5,889 loans for \$258.7 million.
- Wells Fargo ranked first in the number of mortgage loans to LMI borrowers in Nevada and originated/purchased 16,346 loans for \$2.0 billion.

- Wells Fargo ranked first in the dollar volume of loans to small business with Gross Annual Revenues <\$1 million in Nevada and originated/purchased 23,168 loans for \$584.7 million.
- Wells Fargo originated \$319.6 million in community development loans that resulted in 7,577 units of affordable housing.
- Wells Fargo renewed a \$250,000 working capital line of credit for this organization and increased it by \$250,000, for a total of \$500,000 for nonprofit affordable housing organization located in Las Vegas, Nevada. The organization works in partnership with people in need to build new affordable housing. This activity is responsive to the identified need for affordable housing. Wells Fargo's support for this organization is multifaceted as evidenced through loans, grants and services. Wells Fargo demonstrated active involvement through its 10-year relationship. This activity demonstrates leadership as a Wells Fargo team member serves on the organization's board as its Treasurer.

Nevada: Investment (Will account for 25% of Overall rating)

- Wells Fargo made \$105.3 million in community development investments and grants that resulted in 629 units of affordable housing.
- Wells Fargo invested \$10.6 million for the construction of a 66-unit Low Income Housing Tax Credit (LIHTC) affordable housing complex. This LIHTC development is located in Las Vegas, Nevada, with 98% of the units restricted to seniors over 55 earning between 40% - 50% of the area median income (AMI). The rents for 33 units will be restricted to 40% of AMI, and the remaining 32 units will have rents restricted to 50% of AMI.

Nevada: Service (Will account for 25% of Overall rating)

- Wells Fargo has 115 retail bank branches. Of those, 36 are located in LMI communities (31%). An additional 14 branches directly border LMI communities, bringing the total branches that serve these communities to 50 (43%).
- Wells Fargo team members volunteered 2,142 hours representing 574 CD service activities that benefited its communities.

Wells Fargo 2016 Community Snapshot

Washoe County, Nevada

The following information contains some key insights about our relationship with and in Washoe County.

- As of March 2018, there are 831 Wells Fargo team members who live in the County and 867 who work in the County.

2016 loans, lending, and contribution information for Washoe County		
Small business commercial loans	1,703 loans	\$78,666,278
Consumer auto loans	2,680 loans	\$59,427,200
Consumer student loans	280 loans	\$2,262,180
Home purchase mortgage lending	1,156 loans	\$392,751,000
Home purchase mortgage lending – LMI Borrower	163 loans	\$31,062,000
Home improvement lending	197 loans	\$32,140,000
Home equity lending	4,553 loans	\$372,781, 055
Home refinance lending	1,327 loans	\$345,501,000
Home improvement, equity, and refinance lending – LMI Borrower	323 loans	\$48,064,000
Community development loans	5 loans	\$19,496,392
Charitable contributions – foundation giving	76 grants	\$512,824
Team member giving	433 participants	\$138,489
Corporate giving matching gifts	54 gifts	\$32,762

Team bios

Relationship Manager



Patrick G. Foley
Senior Vice President,
CTP

**6325 S. Rainbow Blvd.
Second Floor, 210
Las Vegas, NV 89118**

patrick.foley@wellsfargo.com

**702-247-5613 office
702-755-1071 mobile**

Pat offers the County consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. Pat is your advocate at the bank.

Patrick began his career with Wells Fargo in 2007 as the manager of the government team. Pat was the chief deputy and senior deputy for the state of Nevada Treasurer's Office from 2002 to 2007. Pat is an executive board member for the Nevada Taxpayer's Association for the state association, and is an active member of the CAC Board for the Nevada WestCare Program.

Pat received his B.S. in marketing and business administration from Arizona State University in Tempe, Arizona and is a Certified Treasury Professional (CTP).

Relationship Associate



Madie Mendoza

**6325 S. Rainbow Blvd
Second Floor, 210
Las Vegas, NV 89118**

madeline.mendoza@wellsfargo.com

702-247-5618 office

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

Madie has been a relationship associate since 2013.

Madie graduated from Cannon Business College in Honolulu, HI, and received her degree in Accounting.

Treasury Management Sales Consultant



Mark Hagen
Senior Vice President,
CTP

**333 Market St.
15th Floor
San Francisco, CA
94105**

mark.d.hagen@wellsfargo.com

**415-371-3909 office
925-206-5848 mobile**

Mark offers his treasury management expertise to the County. He shares best practices and product and service information to guide you in developing your treasury management program.

Mark has worked in banking since 1985. He began working for Wells Fargo as a treasury management consultant in 2008. He is an active member of the California Association of County Treasurers and Tax Collectors (CACTTC), the California Municipal Treasurer's Association (CMTA), and the California Society of Municipal Finance Officers (CSMFO).

Mark received his B.A. from Pacific Lutheran University and his master of divinity degree from Pacific Lutheran Theological Seminary.

Treasury Management Sales Analyst

Aldenn Cana
Assistant Vice
President

3800 Howard Hughes
Pkwy
Fourth Floor
Las Vegas, NV 89169

aldenn.cana@wellsfargo.com

702-791-6482 office

Aldenn supports your treasury management consultant, Mark. He works with you to begin new service implementation and can assist with treasury management questions when your sales consultant is unavailable.

Aldenn has been a sales analyst since 2014.

He received his B.S. from California State University, Long Beach.

Complex Solutions Specialist

Kathryn Kendrick
Vice President

1700 Lincoln Street
21st Floor
Denver, CO 80203

kathryn.kendrick@wellsfargo.com

303-863-6257 office
303-638-6121 mobile

Kathy supports implementations of large-scale customized treasury management solutions. She works the County to help ensure your implementation is effectively managed through the entire project lifecycle.

Kathy has worked in banking since 1983. She began working for Wells Fargo in 2006 and has been a complex solutions specialist since 2011. She is an active member of the Rocky Mountain Association for Financial Professionals (RMAFP).

Kathy received her bachelor's degree in journalism from the University of Northern Colorado and is a Certified Treasury Professional (CTP).



Business Continuity Planning

Overview for

Wells Fargo Clients and Business Partners





Wells Fargo is committed to service excellence. A strong and viable business continuity planning program is a key component of Wells Fargo's commitment to service and is part of our normal, ongoing business practice.

Business continuity entails proactively developing procedures that enable an organization to respond to events impacting business operations in a manner that allows critical functions to continue without customer impact.

The material presented below provides an overview of the approach endorsed by Wells Fargo's management and adopted throughout the enterprise.

Business Continuity Methodology

The objective of business continuity planning at Wells Fargo is to provide continuous service, and to meet business and legal obligations to customers. Business continuity plans are created and maintained for business and technology areas within each line of business. These plans are designed to safeguard and protect team members, customers, cash flow and long-term market share in the event of an unplanned interruption to lines of business. Standard elements of the Wells Fargo business continuity program include:

- Procedures for communication with customers, suppliers, and essential staff
- Prioritization of business functions and technology
- Identification of potential risks and controls for mitigation
- Identification of alternate strategies and recovery procedures
- Training staff on implementation of recovery procedures
- Recovery of technology and data
- Identification of internal and external dependencies
- Annual plan review, maintenance and testing

Wells Fargo understands that it has a responsibility to prepare for any type of disruption, and is committed to meeting the needs of our customers, while being supportive of our employees. As interruptions may vary in nature and scope, Wells Fargo plans for the following high-level scenarios:

- Loss of Technology (e.g., data center impacts, telecommunications failures, cyber response, etc.)
- Loss of Facility (e.g., building fire, flooding, etc.)
- Loss/Reduction of Human Capital (e.g., pandemic, transit strikes, etc.)



In order to maintain readiness of business continuity plans, Wells Fargo has established the following requirements for both business and technology:

- Business continuity plan units identify inherent risks, taking into account the probability and impact of those risks, and document the associated risk-mitigation controls within the plan.
- Each group is required to store a copy of their plan off-site. Additionally, all plans across the organization are stored in a centralized electronic repository managed by the Enterprise Business Continuity Planning Group.
- Each group is required to perform exercise and maintenance tasks throughout the year.
- Business continuity plans containing critical functions are validated via simulations at least annually. Plans containing critical functions may also be reviewed during regularly-scheduled internal and external audits.
- Wells Fargo ensures key third party providers align with and support Wells Fargo business continuity recovery requirements.
- An independent review of business continuity plans containing critical functions is conducted annually by the Enterprise Business Continuity Planning Group. This review examines plan content to ensure compliance with current requirements established by the Enterprise Business Continuity Planning Group.

Technology Planning Methodology

Wells Fargo provides for internal recovery of its major data centers. It is Wells Fargo's strategy to place production within primary data centers, while technology recovery and development should be located at other data center sites. Wells Fargo's strategy is to maintain sufficient equipment at a recovery location to enable critical processing to be restored in a minimal amount of time. For applications supporting critical functions, in order to facilitate a quicker recovery, as production data changes, corresponding data may also be updated at the recovery site.

Steps are taken to mitigate the impacts of threats to all major processing centers through redundant systems or other protective measures. In spite of the preventative measures, if a disaster should occur, plans are in place to restore processing as quickly as possible.

- A common approach and methodology has been implemented for the recovery of Wells Fargo data centers.
- Network Services between all store locations and the data centers can be restored utilizing automated rerouting technology. This rerouting capability is tested on a regular basis.



- Wells Fargo's comprehensive business continuity planning program includes the maintenance of documentation associated with technology recovery into the overall business continuity plans within each line of business. Completeness of plans that support applications for critical function is verified during annual internal reviews, regular audits, and various testing during technology recovery exercises throughout the year.

Risk Avoidance

Wells Fargo has implemented many features designed to mitigate the effects should a business interruption occur. These features are continually under review and upgraded as necessary to ensure they are accurate to support the changing enterprise environment and needs.

Features include:

- Physical Access Controls – Data centers, operations centers, and many sensitive business units have implemented card access to control physical access to work areas. In addition, data centers and operational centers have security personnel on site.
- Logical Access Controls – Wells Fargo utilizes software on all computing platforms to appropriately restrict access to data and transactions to authorized persons only.
- Virus Protection - Virus protection software has been installed on all workstations, laptops, servers and local area networks.
- Network Access Controls – Network access controls have been established in the form of a gateway between Wells Fargo's internal network and the public sector. A firewall is in place between the public segment and Wells Fargo's internal network to restrict unauthorized access. All access to the Wells Fargo internal network is designed to pass through the firewall component.
- Alternate Power Sources – Wells Fargo's data centers and major operations centers have uninterruptible power supply (UPS) devices to provide short-term, uninterrupted power to critical hardware; and diesel generators provide long-term power. These devices are automatically triggered so that a loss of commercial power will not shut down the facility. The generators are tested on a regular basis.



Summary

Wells Fargo takes seriously its obligation to use all financially reasonable means to assure business continuity for the company and its customers. However, the forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption. This document is intended only to provide an overview of the business continuity planning process at Wells Fargo, and nothing in this document modifies, amends or supplements any agreement or other warranty or representation with respect to Wells Fargo products or services, including the availability of such products or services. Wells Fargo may change procedures and protections described in this document, without providing notice, as it deems appropriate.

For further information, please contact your Wells Fargo Representative.



Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF
INSURANCE TO YOUR WELLS FARGO CONTACT.**

Date: 03/14/2018

EVIDENCE OF CASUALTY INSURANCE COVERAGE

Insured:

Wells Fargo & Company and Its Subsidiaries including
Wells Fargo & Company and its Subsidiaries including Wells Fargo

Insurance Company:

Old Republic Insurance Company

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

Coverage	Covered Location(s)	Limits of Liability	Policy Period	Policy Number
Commercial General Liability Including premises operations, occurrence form; blanket contractual liability; host liquor liability coverage	Omnibus Additional Insured endorsement extends coverage to any person or organization for whom Wells Fargo & Company or its Subsidiaries have agreed under contract or agreement to provide insurance. In no event shall the insurance provided hereunder exceed the scope of coverage required by contract or agreement	\$10,000,000 Each Occurrence \$10,000,000 Aggregate \$10,000,000 Personal & Adv. Injury \$10,000,000 Products and Completed Operations	4/01/15 - 4/01/20	MWZY304056
Automobile Liability	Covers all owned, non-owned and hired automobiles	\$10,000,000 Each Occurrence Combined Single Limit	4/01/15 - 4/01/20	MWTB304054
Workers' Compensation and Employers' Liability	Provides workers' compensation coverage for employees in all states - except statutory workers' compensation provided either through a Monopolistic State Fund or Self-Insurance in the following states: Ohio, North Dakota, Washington and Wyoming or by the Wells Fargo Injury Benefit Plan in Texas.	Statutory - WC \$1,000,000 - EL Each Accident \$1,000,000 - EL Disease Each Employee	4/01/15 - 4/01/20	MWC302638 00

Evidence of Insurance Issued To:

Washoe County, Nevada

1001 E. 9th Street
Building D, Room D200
Reno, NV 89512

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Risk & Insurance Manager

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



Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF
INSURANCE TO YOUR WELLS FARGO CONTACT.**

Date: 03/14/2018

EVIDENCE OF PROPERTY INSURANCE COVERAGE

Insured:

Wells Fargo & Company and Its Subsidiaries including
Wells Fargo & Company and its Subsidiaries including Wells

Insurance Company:

Superior Guaranty Insurance Company (domiciled in Vermont)
Reinsured by: ACE American Insurance Company (A++ XV); Allied
World Assurance Company, Ltd (A XV); Endurance American Specialty
Ins Co (A+ XV); Lexington Insurance Company (A XV); Liberty Mutual
Insurance Company (A XV); Lloyd's of London (A XV); Markel
Bermuda Limited (A XV); Munich Reinsurance America, Inc (A+ XV);
Berkshire Hathaway Specialty Insurance (A++ XV); Starr Surplus Lines
Insurance Company (A XV).

A.M. Best Rating for Reinsurers listed above are as of the effective date
of the program shown.

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

Coverage	Covered Location(s)	Limits of Liability	Policy Period	Policy Number
Property ... "All Risk" of physical loss or damage to real and personal property including business interruption, extra expense, builders risk, flood, earthquake and boiler and machinery subject to policy conditions and exclusions.	Any location or business personal property owned, rented, or leased by Wells Fargo & Company or its Subsidiaries. Additional Interest shall be extended subject to 1) policy terms and conditions; and 2) the existence of an authorized, written contractual agreement requiring a Wells Fargo entity to provide such coverage	\$100,000,000 - <i>Except as sublimited under the policy</i>	4/30/17 - 4/30/18	404-1PRCI19

Evidence of Insurance Issued To:

Washoe County, Nevada

1001 E. 9th Street
Building D, Room D200
Reno, NV 89512

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Risk & Insurance Manager

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



Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF
INSURANCE TO YOUR WELLS FARGO CONTACT.**

Date: 03/14/2018

EVIDENCE OF PROFESSIONAL (Errors & Omissions) LIABILITY COVERAGE

Insured:

Wells Fargo & Company and Its Subsidiaries including
Wells Fargo & Company and its Subsidiaries including Wells

Insurance Company:

National Union Fire Ins. Co. of Pittsburgh, PA

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

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Professional Liability	Provides Wells Fargo & Company and its Subsidiaries with coverage for claims arising out of an Employee's error or omission that occurs in performing professional services for others.	\$100,000,000 Per Occurrence and Aggregate	11/15/17 - 11/15/18	02-842-02-97

Evidence of Insurance Issued To:

Washoe County, Nevada

1001 E. 9th Street
Building D, Room D200
Reno, NV 89512

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Risk & Insurance Manager

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



Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO
YOUR WELLS FARGO CONTACT.**

Date: 03/14/2018

EVIDENCE OF FIDELITY (EMPLOYEE DISHONESTY) COVERAGE

Insured:

Wells Fargo & Company and Its Subsidiaries including
Wells Fargo & Company and its Subsidiaries including Wells Fa

Insurance Company

National Union Fire Ins. Co. of Pittsburgh, PA

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

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Financial Institution Bond	Provides Employee Dishonesty (Fidelity) coverage for Wells Fargo & Company and its Subsidiaries.	\$100,000,000 Per Occurrence and Aggregate	11/15/17 - 11/15/18	02-842-02-97

Evidence of Insurance Issued To:

Washoe County, Nevada

1001 E. 9th Street
Building D, Room D200
Reno, NV 89512

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Risk & Insurance Manager

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

New solution recommendations

Payment Manager



You can send consolidated payables files to streamline and automate your payment and remittance processes, strengthen trading partnerships, drive working capital, and improve operational efficiencies.

In a single file, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; we'll separate the payments by type and process them accordingly.

Payment types

Your file can include the following payment types:

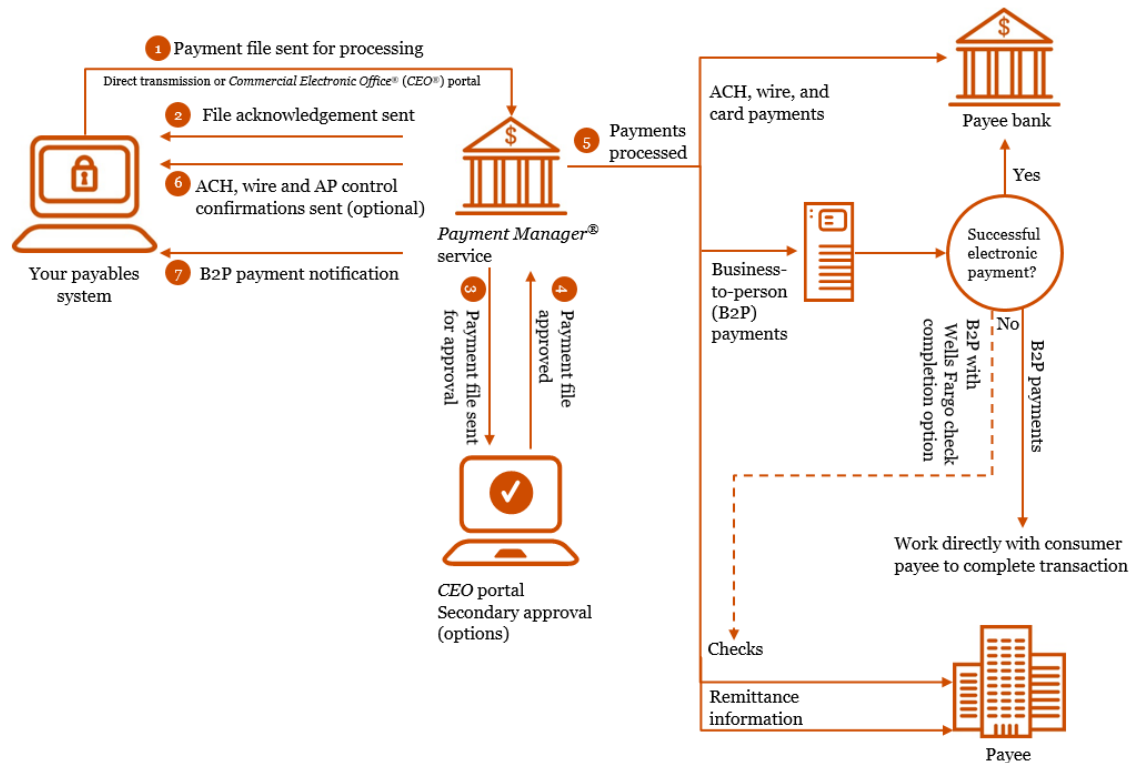
- U.S. dollar and Canadian dollar paper checks
- U.S. ACH transactions in U.S. dollars
- Global ACH transactions in foreign currencies
- U.S. dollar wires
- Foreign currency wires
- Requests for transfer (SWIFT MT101 messages)
- Wells Fargo commercial card transactions
- Business-to-person (B2P) payments

Online services

Through our online banking portal, you can:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements

How it works



Benefits

The key benefits of our service are outlined in the following paragraphs.

Lower error rates

By reducing the use of paper documents and manual data entry, you minimize mistakes and increase efficiency.

Accepts a variety of payment file formats

We accept most custom and proprietary file formats — almost any type of file format your system can generate. If you use a standard format, it can minimize your implementation cost and time.

Compatibility with treasury workstations, ERP systems, and other accounts payables systems

These include, but are not limited to:

Treasury workstations and ERP systems	
GTreasury	PeopleSoft
JD Edwards	SAP
Kyriba	SunGard
Lawson	Wall Street Systems
Microsoft Dynamics Great Plains	Yardi
Oracle*	

*If you use Oracle, you can use our software solution to manage data translation to the file.

Improve cash forecasting and reconciliation

Electronic control of your global disbursements allows you to better manage and forecast your cash flow. The service is also integrated with our account reconciliation and positive pay services.

Reduce costs

You can initiate multiple payment types in a single file. Sending one consolidated payables file reduces your internal costs associated with AP processing. Specifically, electronic payment methods can reduce your expenses for paper check payments.

Flexible file options

Delivery

Transmit your payment file using a variety of communication protocols (including multiple internet options) or upload it online.

Formats

This service accepts:

- Standard Wells Fargo flat file
- Wells Fargo XML
- ASC X12 820
- Lawson AP 161
- Excel
- SAP IDoc
- ISO 20022 (CGI common XML standard)
- Custom and proprietary formats

Processing deadlines

Our service accepts and acknowledges your file for initial processing 24 hours a day, 7 days a week.

Depending on the payment type you send, we'll process your file the same business day if we receive it by our cutoff time. We process a file that arrives after the cutoff the next business day. If you require secondary approval, it must be completed by the applicable deadline for same-day processing.

If a file includes multiple payment types, the earliest applicable deadline applies to the entire file.

Cutoff times (PT)

Payment type	File cutoff time
Checks Standard Same day*	7:00 p.m. 9:00 a.m.
ACH transactions On-us same-day settlement Transit same-day settlement One-day settlement Two-day settlement	5:30 p.m. 6:00 a.m. and 10:00 a.m. 5:30 p.m. 5:30 p.m.
Wires Fedwire SWIFT CHIPS	2:30 p.m. 2:00 p.m. 2:30 p.m.

Payment type	File cutoff time
Wells Fargo commercial card	Accepted when received
B2P payments	5:30 p.m.

*Subject to volume limitations and additional fees.

Safety and security

Secondary approval

You can make optional secondary approvals for some — or all — of your payments after we receive your file. The system can hold an entire file of payments, or an individual payment, for an authorized user to approve or delete. We'll then generate the payments and send remittance information based on your instructions.



History

Search for payment information, view standard reports, create custom reports, and schedule report reminders. Data is available for 90 calendar days after we receive your payment file.

Users with administrative authority have access to an audit report which provides snapshots of setups and user entitlements. You can also view all changes made to setups and user entitlements within the last 90 calendar days.

Assurance of receipt

Acknowledgments

We'll let you know by transmission, secure email, or both, that your file has reached our system and has undergone initial processing. You can choose the format:

- XML
- ANSI X12 997 (standard EDI)
- ISO 20022
- 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 acknowledgments online.

Confirmations

You have the option to receive payment confirmations for wire transfers, commercial card, and ACH payments by transmission, secure email, or both. You can also view and download confirmations online. You can choose the format:

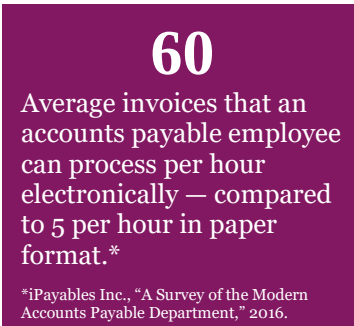
- XML
- ANSI X12 824 (standard EDI)
- Excel CSV
- ISO 20022
- Human-readable report

Invoice Manager

With our invoice management solution, the County can automate its accounts payable process, reduce costs, improve efficiencies, and maximize its working capital. We designed our solution to support the entire procure-to-pay lifecycle — from purchase order (PO) creation and invoice receipt, to optional integrated payment processing.

Greater efficiency at a lower cost

Reduce your processing costs on every invoice by standardizing data from various sources into a uniform, paper-free workflow. We'll capture your paper invoices, convert them to electronic, and integrate them with the invoices your suppliers submit electronically through our supplier network. Then, we'll provide you with one centralized electronic workflow for all of your invoices. By capturing invoices electronically, our solution accelerates invoice routing and approval, and reduces processing times so that you can take advantage of early-pay discounts. Additionally, this automated process helps eliminate the errors that occur when staff needs to manually key invoice data.



Efficient PO processing

Our solution can create and deliver POs to your suppliers. It also helps ensure that each invoice matches contracted PO pricing and quantities, eliminating the need for time-consuming manual verifications. Smart functionality reduces invoice errors, overpayments, and duplicate payments.

Invoice processing workflow

Our invoice management solution simplifies the entire workflow — including approvals, exception handling, tracking, and reporting — and frees accounts payable staff to focus on key strategic activities. The County can integrate our automated routing with your management systems to maintain up-to-date information, and help ensure approval hierarchies and approver information are always accurate. The end result is that the e-invoice goes directly to approvers, and not to the payables department.

Our solution handles two- and three-way matching, discount capture, contract capabilities, and payment integration. This functionality helps reduce the risk of overpayments and duplicate payments, and creates documentation and audit trails needed for Sarbanes-Oxley compliance.

Enhanced working capital management

You can reduce invoice approval time and capture existing payment discounts when you use our invoice management solution. It delivers flexible dynamic discounting options so you can maximize cash flow. With dynamic discounting, you determine the discount rate you would like to receive from your suppliers. The supplier gets maximum flexibility and you get the appropriate base discount rate the County needs.

Your suppliers also benefit

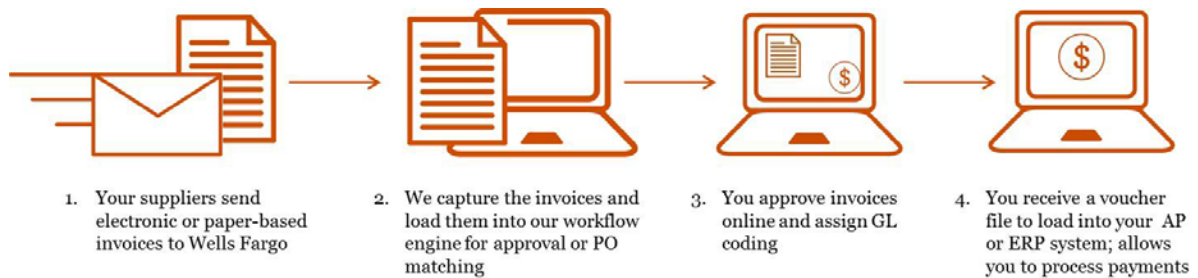
The County will gain the efficiencies of an automated invoice management solution, and your suppliers can enroll in our supplier network and send invoices to you at no cost. Additionally, our solution provides your suppliers with visibility to payment remittance information online — so it is easy for them to check the status of payments without having to contact the County.

Our supplier services group provides ongoing support to your suppliers to help them leverage the system and create their own internal efficiencies. This support includes general system functionality and process assistance, and support with invoice file uploads.

Total payables solution

Combine our invoice management solution with our consolidated payables service for an even more efficient electronic payment stream from invoice creation through payment. Automating payments can improve operational efficiency, raise credibility among suppliers, and open up new opportunities to negotiate discounts. Converting to electronic payments eliminates the cost, risk, and excess time involved with paper checks.

How it works:



Push to Card

Our Push to Card service is a real-time, anytime disbursement solution. Leveraging U.S. debit card networks, such as Mastercard®, Visa®, Pulse, STAR, and NYCE, Push to Card enables the County to send funds to U.S. consumer debit card accounts.

An API solution

Push to Card is a Treasury Management API (Application Programming Interface) solution, which Wells Fargo provides through the Wells Fargo Gateway channel. Wells Fargo APIs enable customers to seamlessly integrate banking services into their own systems, like a website or app.

Features and benefits

- **Real-time payments** – Payments process within seconds and customers receive immediate notification; there's no waiting or uncertainty like with check or ACH clearing.
- **Anytime payments** – Customers can pay consumers any time of day, any day of the year, including holidays.
- **Real-time transaction responses** – Customers receive real-time responses via the Push to Card API for each Push to Card transaction. These messages notify customers of a transaction's status: approved, declined, pending (rare), or error (if there's a system error or insufficient funds in the customer's funding account).
- **National coverage** – Customers can send funds to most U.S. consumer debit cards using major debit card networks such as Mastercard, Visa, Pulse, STAR, and NYCE.
- **API-based solution** – Customers integrate the service into their existing systems in order to send safe, fast, and efficient payments.
- **More control of capital** – Customers hold onto their money until the moment they choose to pay.
- **Consumer peace of mind** – Consumers are often more comfortable giving out their debit card number vs. their bank account information.
- **Alternative way to pay** – For individual payments to consumers, Push to Card is a faster, more efficient alternative to checks, ACH, prepaid debit cards, and low-value wires.

E-Bill Express

Our online bill presentment and payment service helps you reduce:

- Collection time
- Manual exception processing
- Days Sales Outstanding
- Receivables processing costs



It provides a secure and convenient option for your customers to view and pay their bills online.

At the same time, it lowers your print and mail costs because fewer customers will require paper bills. Additionally, convenient email and mobile phone bill notifications remind your enrolled customers that payments are due.

The service, which hosts the bill payment web pages, is cost-effective, easy to implement, and branded to your identity. It's a turnkey solution that works with your existing systems and doesn't require web page development or extensive support from your information technology resources.

Flexible bill presentment and payment options

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

Decide how much information your customers see

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

- A list of open bills
- Amount due
- Due date
- Invoice number
- Other optional fields, for example a purchase order number

Detail presentment

You can provide up to 37 billing information fields, including several fields that you can customize. The fields include line item details about what was ordered and shipped, unit price, and the previous balance that is past due.

Summary presentment

With the summary presentment option, you can provide high-level billing information, such as:

- Invoice number
- Invoice date
- Amount due
- Due date
- Previous balance
- Current balance
- Total amount due

There are also several customizable fields.

PDF presentment

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

Sending us your file

You can submit your bill files in comma separated values (CSV) format using one of our secure internet transmission protocols or through the service's administrative portal.

If we receive your bill files by 8:00 p.m. PT, your customers can view their billing information the next business day.

Choose the payment channels available to your customers

Online



Your customers will access our service through a link on your website, or by bookmarking our online presentment and payment URL. We host the website, and it's branded with your logo and colors.

When customers access the website, they can select one of three languages: English, Spanish, or French. This increases customer engagement and reduces the number of calls to your customer service representatives.

Interactive voice response

As part of the online bill presentment and payment service, you can choose to offer an interactive voice response (IVR) phone option for your customers to make payments. When your customers call the toll-free number, the system will prompt them to enter the information needed to process the payment.

With the IVR interface, you can choose from several configurable options for the call flow, including an option for callers to opt out and speak with one of your representatives. The IVR option supports English and Spanish speakers.

We provide you with the payment data for IVR payments and website payments in the same file. You can also access the payment data through the service's online administrative portal.

Telephone payments made through your customer service representatives

Your customer service representatives can accept payments over the phone and process them through the administrative portal of the bill presentment and payment service.

Notifications encourage prompt payments

When your customers enroll for online bill presentment and payment, they'll receive notifications that remind them to view and pay their bills. Notifications are available by email or through your customer's mobile wallet.

Email notification

We offer the following types of email notifications for enrolled users:

- Ready-to-view bills
- Scheduled payments
- Processed payments, including confirmation number
- Expiring credit cards
- Past due bills

The email includes a link to the login screen. Once the payer logs in, he or she can view billing information.

Mobile wallet

Your customer can add the County's bills to their mobile wallet.* Notifications on the phone screen remind the customer to view and pay the bill. He or she taps on the View Bill or Pay My Bill button to access the website and make a payment.

Mobile wallet notifications have an advantage over email because notifications won't get lost in the customer's inbox.

*The service is compatible with iPhones, iPads, and Android devices. Android devices require your customers to do additional setup to view notifications.



Offer enrolled and one-time payments

You can choose to accept payments from customers enrolled in the online service and those making one-time online payments.

Enrolled users

Enrolled users can save payment methods, set up recurring or future-dated payments, and view their online payment history.

One-time payments

Customers can make one-time online payments, but do not save their payment methods or set up recurring payments. They also won't have access to online payment history.

Accept multiple payment types

You can increase customer satisfaction by accepting a variety of payment types. With our online bill presentment and payment service, you can accept:

- Electronic check (eCheck) payments
- Major credit cards (Visa, Mastercard, Discover, or American Express)
- Debit cards (with the Visa or Mastercard logo)
- Corporate and purchasing cards (Level III data supported)

A planned future enhancement to our service will also let you accept online digital payments like Apple Pay® and PayPal Express.

Keep card information up-to-date

Maintaining updated card information for online bill presentment and payment users can increase customer satisfaction and minimize declined transactions. However, even if prompted by email, the payer may not update their card expiration date or card number.

You can take advantage of a service that automatically updates information for Visa and Mastercard cards used within predetermined number of days in the past, or expiring within a predetermined number of days. The service updates card information once per month.

Receive your funds the next business day

You can choose a cutoff time* of 5:00 p.m. PT or 3:00 p.m. PT. Funds for payments processed before the cutoff time are available in your account on the next business day. †

*You choose the cutoff when we implement your service.

†Visa, Mastercard, and Discover card transactions, and eCheck only. American Express card transactions settle in one to three business days depending on the County's contract with American Express.

Online reports and search capability

Reports

Through the administrative portal, you can access a variety of reports including:

- User reports that provide information about your customers' payment activity, status, and enrollment
- Financial reports that provide information about deposits and payment batches
- Bill payment and management reports that show payments, recurring payments, suspended payments, and stops
- File management reports that show the status of your billing files

Online reports are available 24 hours a day in real time. You can download reports in CSV, Excel, and PDF formats. In addition, you can customize the columns and filters for further analysis.

You have access to 12 months of payment and invoice history.

Search capabilities

To assist with customer inquiries, the County's customer service representatives can search and query by date range, customer ID, payment amount range, and invoice number.

Streamline receivables posting

Receive a daily accounts receivable file

To streamline receivables posting and reconciliation, you receive a daily* accounts receivable file that automatically uploads to your enterprise resource planning (ERP) or financial system. The file provides details of your online bill payment activity including:

- eCheck payments and returned items
- Credit card payments
- Debit card payments
- Remittance information for all payment types

The accounts receivable file is available in a fixed-width flat file or in a pipe-delimited flat file. If you need a customized file to integrate with your system, you can use our consolidated receivables service.

You will receive this file by secure file transmission. As an alternative, you can download it in CSV format through the online administrative portal of our bill presentment and payment service. Your accounts receivable file is available four hours after your daily cutoff time.

*Excludes federal holidays and weekends.

Consolidate online bill payments with other payments you receive

You can receive a consolidated receivables file that combines payments processed through our online bill presentment and payment service with other payments received in your Wells Fargo account. You can use the file to automatically post payments to your ERP platform or financial system.

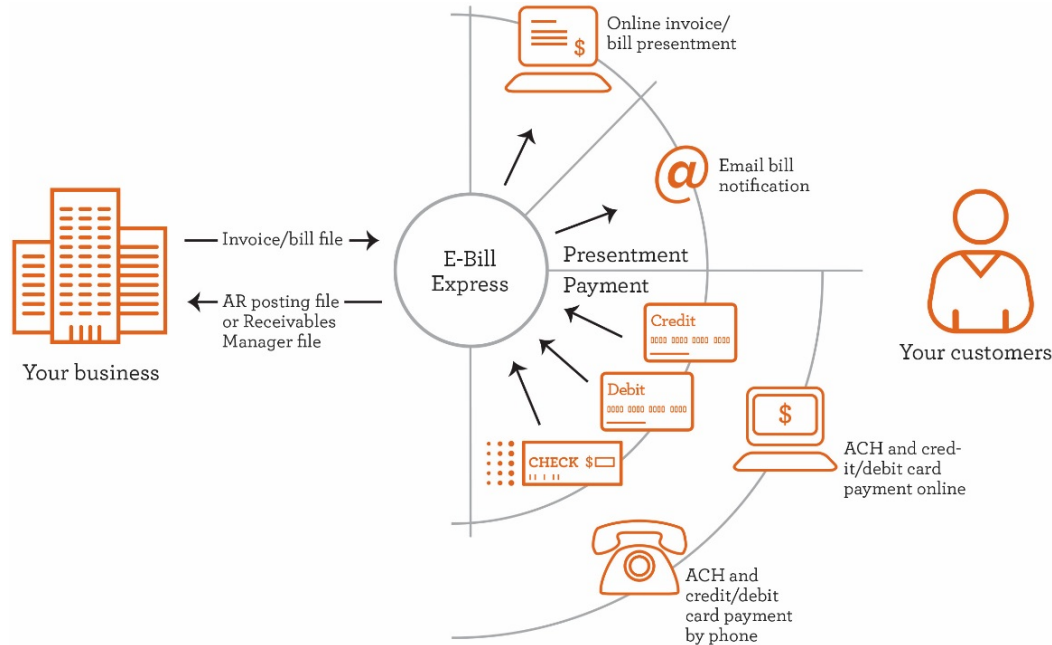
Your consolidated file can include information on payments received through the sources listed in the following table.

Payment sources	
ACH	Image cash letter
Wires	Electronic billing service

Payment sources	
Lockbox	Patient payments
Remote deposit	Multicurrency account (MCA) wire*
Wells Fargo Payment Gateway®	International letters of credit

*In pilot.

How online bill presentment and payment works



E-Box

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

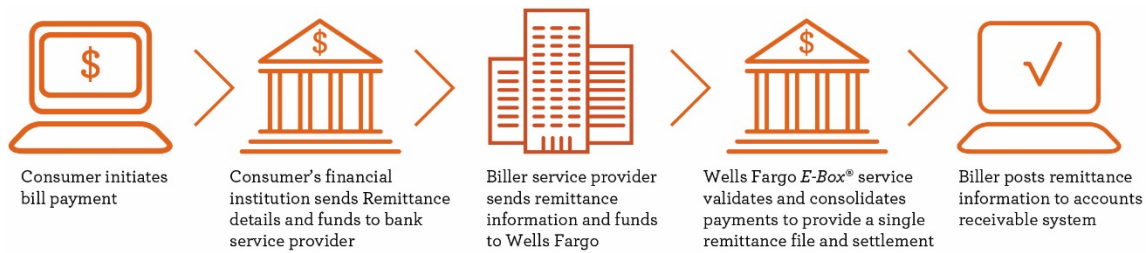
Our electronic lockbox service repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file. You use the file to automatically update your accounts receivable system and apply credits to your customers' accounts. With our service, you can increase your straight-through processing rate of receivables and minimize your staff's time spent handling exceptions.



Our electronic lockbox service accepts payments from all major bill service providers, consumer credit counseling centers, and walk-in bill payment providers.

How it works

When you sign up, we'll notify the bill service providers in our network that you can receive payments through our electronic lockbox service. The following graphic shows the flow of a bill payment through the various channels using our electronic lockbox service.



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

Automated payment validation

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

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

The following table shows examples of the validation routines the County can choose from.

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

*Applies to credit card billers.

Online payment management and research

Manage payments

With our electronic lockbox service, you can perform the following functions online:*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers

- Update your cross-reference database with valid account numbers and generate notifications of change (NOCs) to payment originators

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

Dual control

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

Research

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

Payment history

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

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

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

Reporting

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

You can view and print activity in HTML and PDF formats or export in CSV and, XML formats.

Outsourced check printing

Payment Manager check outsourcing service

The County can outsource the printing and mailing checks functions using our *Payment Manager* check outsourcing service. You can also minimize or eliminate the costs of upgrading in-house disbursement and printing systems, as well as decrease the risk of check fraud and loss.

How it works

Wells Fargo builds a check template containing your check specifications, such as account data, logo, and signatures. You send your check instructions on the schedule you prefer: daily, weekly, monthly, or at customized intervals. We match the check template with payment data from the file you send us — including payables and payroll items.* We then generate your checks, which can be denominated in U.S. dollars or Canadian dollars and delivered worldwide. Your checks will be mailed according to your predetermined delivery instructions — first-class presort at the automated presort postage rate to domestic locations, foreign mail, or overnight delivery.

The check outsourcing service offers:

- Quick turnaround
- Personalized check printing and formatting
- Faster mail delivery
- Flexible input file formats

- Secure transmission methods
- Acknowledgements
- Quality guarantees

*Printing and mailing services only; payroll and taxation services are not included.

Consolidated payables business-to-person (B2P) payments

With business-to-person (B2P) payments, you can replace check payments to consumer payees with electronic payments using your payee's email address or mobile phone number. You can make U.S. dollar payments to any consumer payee with a U.S.-based bank account, through our consolidated payables solution.

You'll also have the option of including a 200-character description with your payment.

How it works



Our service runs on the Zelle®* network, an Early Warning Services† company. Consumer payees can enroll with a participating financial institution or register directly through Zelle's website. A one-time enrollment enables payees to receive electronic payments from any participating originator.

Using your existing payee information collection channels, the County collects your payee's email address or mobile phone number, as well as their consent to receive payments electronically.

At payment initiation, the County will include your payee's email address or mobile phone number along with your payment instructions. Then the participating bank routes the payment to the payee's depository bank as designated at the time of payee's enrollment.

Your payee will receive their payment within two business days without any additional action required.

*Zelle, an Early Warning® network, connects the nation's leading financial institutions, enabling businesses and consumers to send fast U.S. dollar payments to nearly anyone with a U.S. bank account.

†Early Warning Services is a real-time secure messaging platform and directory.

B2P payment solution

We offer you three convenient options with our service.

B2P payments to both registered and unregistered payees

Payees who are registered at the time of payment initiation receive funds in their account within two business days without any additional action required. We'll email unregistered payees with a one-time registration invitation and enrollment instructions.* Once registration is complete, payees will receive funds in their accounts within two business days. Subsequent payments will automatically credit to payee accounts without any additional action required.

By choosing this option, you can reduce the need for a registration campaign for your payees.

*Unregistered payees have 14 calendar days to register. Mobile phone numbers cannot be used for payment initiation to an unregistered payee.

B2P payments to registered payees

With this option, you can choose to only send payments to payees who have registered their email address or mobile phone number for payments. This option requires you to confirm that the payee is registered prior to payment initiation.

This option reduces the potential for returned payments, as payments will not be sent to unregistered payees.

B2P payments to registered payees, with Wells Fargo check completion option

With this option, we can automatically issue a check payment to a registered payee if their electronic payment is unsuccessful. Our check completion option requires you to include complete check issue instructions along with your B2P payment request.



When you choose this option, there are no additional steps to address payment failures because your payments will complete electronically or by check based on the payee's registration status.

Benefits

You'll eliminate the need to collect and store sensitive bank account information, manage a separate disbursement process, and distribute remittance information separately.

Converting paper checks into electronic payments can:

- Eliminate the risk of storing bank account data
- Reduce transactional expenses
- Expedite payments

In conclusion

Wells Fargo will take a consultative approach working with the County and will propose solutions, such as those above, based on identified needs by the County where a Bank product solution will assist the County in their ongoing process. Any costs associated with these solutions will be provided after discussion and a full understanding of the expected volume and frequency. If the product is one already provided under the State of Nevada contract those price points would apply, any new product not covered by the current State contract would be presented to the County for approval.

Sample implementation timelines

Your implementation consultant will partner with your staff to develop the schedule and document the process we will follow. The following is a sample timeline for our product implementation. While the sample timeline shows many crucial tasks, it is not comprehensive. After we meet with you to discuss your needs, we'll customize the timeline.

The implementation lead time represents the length of time it takes to make the service available to the County once:

- Your relationship team completes all required know your customer due diligence processes*
- Your implementation consultant gathers all necessary information to implement your services from you and our internal sources
- The County completes the Acceptance of Service agreement and returns it to Wells Fargo

*Due diligence processes can take up to 30 days to complete.

Sample implementation timeline

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Online banking portal – Gather information, supply and return legal forms, training: 7 days New product setup: 1 day Change or delete product: 3 days Add certain types of reports: Lead times are the same as the corresponding products					
Review and confirm services	Wells Fargo / The County				
Review and approve forms	The County				
Assign company ID, user IDs, initial passwords	Wells Fargo				
Set up basic reports for balance and transaction activity	Wells Fargo				
Determine resources that will provide consultative training	Wells Fargo				
Perform/participate in training	Wells Fargo / The County				
NOTE: The implementation time can be shorter (or longer), depending on the products being implemented.					
Account opening – 1 day lead time					
Identify all accounts to be opened	Wells Fargo / The County				
Provide subaccount locations (if applicable)	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Provide account numbers	Wells Fargo				
Provide MICR specifications	Wells Fargo				
Order deposit tickets, check stock, and other supplies	Wells Fargo / The County				
Validate setup	Wells Fargo				
ACH direct transmission – 18 days lead time					
Review and confirm services	Wells Fargo / The County				
Provide file layout specifications	Wells Fargo				
Determine transmission method and issue IDs	Wells Fargo / The County				
Issue transmission ID	Wells Fargo				
Create test file	Wells Fargo / The County				
Review format of test file	Wells Fargo				
Perform transmission testing (additional time may be needed for outbound transmission testing, such as for a returned item)	Wells Fargo / The County				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
ARP and Positive Pay – 30 days lead time					
Review and confirm services	Wells Fargo / The County				
Attend and complete training	The County				
Provide file layout specifications	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Issue transmission ID	Wells Fargo				
Create test file	The County				
Perform transmission testing	Wells Fargo / The County				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Activate Positive Pay	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing. Also, adding ARP or Positive Pay to an existing account is cycle dependent and can only be done at the beginning of a statement cycle.					
Payee Validation – 30 days* lead time					
Review and confirm services	Wells Fargo / The County				
Share manual review fee with the County					
Share key implementation requirements, guidelines, and video tour	Wells Fargo				
Acknowledge understanding of requirements	Wells Fargo / The County				
Request customer limits check stock order					
Confirm checks are ready to monitor					
Set up for production	Wells Fargo				
Begin monitoring test checks	Wells Fargo / The County				
Review check stock and monitor issue file for three weeks	Wells Fargo / The County				
Address any issue file corrections	Wells Fargo / The County				
If checks pass three weeks of testing, there is no further follow up	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
If checks fail testing, the County has 60 days to fix issues [†]	The County				
Validate and finalize setup	Wells Fargo				
*Dependent upon results of check stock monitoring. †If checks still fail, the manual review fee will be assessed.					
Note: The implementation time can be shorter (or longer), depending on ARP transmission testing.					
CEO® ACH Fraud Filter: New setup – 3 days Change – 3 days Delete – 2 days					
Review and confirm services	Wells Fargo / The County				
Attend and complete training	The County				
Identify default decisions and preauthorizations	The County				
Set up service on ACH platform	Wells Fargo / The County				
Set up optional 30-day review (before considering stop option)	Wells Fargo				
Implement stop option if needed	Wells Fargo				
Note: This service becomes active after users complete training. The County's responsiveness will affect the implementation lead time; delays in completing training can increase the implementation timeframe.					
BAI transmission – 21 days lead time					
Review and confirm services	Wells Fargo / The County				
Determine transmission method	Wells Fargo				
Issue transmission ID	Wells Fargo				
Develop capacity to receive and parse BAI file and data	The County				
Perform transmission testing	Wells Fargo / The County				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Monitor first BAI file and adjust settings as needed	Wells Fargo				
Controlled Disbursement – Without an intraday transmission: 6days lead time With an intraday transmission: 30 to 40 days lead time					
Review and confirm services	Wells Fargo / The County				
Assign account numbers	Wells Fargo				
Provide MICR specifications and ARP documentation as applicable	Wells Fargo				
If transmission testing is required, testing must be completed before finalizing setup	Wells Fargo / The County				
Provide test checks	The County				
Perform check testing (MICR and image)	Wells Fargo				
Validate first live file and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing. Wells Fargo cannot open the accounts until sample checks pass testing and transmission testing is complete.					
Desktop Deposit® – 7 days lead time					
Review and confirm services	Wells Fargo / The County				
Order supplies	Wells Fargo				
Complete and validate setup	Wells Fargo				
Send fulfillment package	Wells Fargo				
Wells Fargo Electronic DepositSM – 42 to 56 days lead time					
Review and confirm services	Wells Fargo / The County				
Establish bank-defined limits	Wells Fargo				
Review and approve forms	The County				
Provide transmission specifications	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Issue transmission ID	Wells Fargo				
Send test file	The County				
Provide test results	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Monitor live files	Wells Fargo				
Validate setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
Image File Import (non-lockbox) – 14 days lead time					
Review and confirm services	Wells Fargo / The County				
Provide reference guide	Wells Fargo				
Determine transmission method	Wells Fargo				
Issue transmission ID	Wells Fargo				
Download test file and confirm connectivity and format	The County				
Send live files	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission method and testing.					
Prepaid Card – 30 business days lead time standard; 45 business days lead time co-branded					
Review and confirm services	Wells Fargo / The County				
Complete setup forms	Wells Fargo				
Complete setup on Prepaid Card portal	Wells Fargo				
Send welcome package	Wells Fargo				
Complete training	Wells Fargo / The County				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Prepaid card with transmission ordering – 45 business days lead time standard; 45 business days lead time co-branded					
Review and confirm services	Wells Fargo / The County				
Complete setup forms	Wells Fargo				
Complete setup on Prepaid Card portal	Wells Fargo				
Determine transmission method and issue IDs	Wells Fargo / The County				
Issue transmission ID	Wells Fargo				
Create test file	Wells Fargo / The County				
Review format of test file	Wells Fargo				
Perform transmission testing	Wells Fargo / The County				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Send welcome package	Wells Fargo				
Complete training	Wells Fargo / The County				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
Perfect Receivables® – 10 days lead time					
Review and confirm services	Wells Fargo / The County				
Complete setup form	Wells Fargo				
Issue transmission ID	Wells Fargo				
Send outbound file	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Confirm and test layout received	Wells Fargo / The County				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Coordinate production install date	Wells Fargo / The County				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
Returned Items – 5 days lead time					
Review and confirm services	Wells Fargo / The County				
Issue transmission IDs	Wells Fargo				
Implement instructions	Wells Fargo				
Send test file	The County				
Validate setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
Smart Decision® – 15 days lead time					
Review and confirm services	Wells Fargo / The County				
Implement related services	Wells Fargo				
Request ACH IDs and complete keying	Wells Fargo				
Finalize setup	Wells Fargo				
Stagecoach Sweep® – 2 days lead time					
Review and confirm services	Wells Fargo / The County				
Implement sweep	Wells Fargo				
Establish sweep statement access	Wells Fargo				
Validate setup	Wells Fargo				
WellsImage® Media – 20 days lead time					
Review and confirm services	Wells Fargo / The County				
Provide MICR check specifications	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Provide test checks	The County				
Perform check testing (MICR and image)	Wells Fargo				
Finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer) depending on check testing. It is also cycle dependent and can only be added at the beginning of a statement cycle if adding <i>WellsImage</i> Media to an existing account.					
Wholesale Lockbox – 10 days lead time					
Review and confirm services	Wells Fargo / The County				
Provide sample invoices (for image)	The County				
Perform invoice testing	Wells Fargo				
Provide lockbox number and live date	Wells Fargo				
Finalize setup	Wells Fargo				
Perform image training	Wells Fargo / The County				
Wholesale Lockbox with transmission – 30 to 40 days lead time					
Review and confirm services	Wells Fargo / The County				
Provide file layout specifications	Wells Fargo				
Provide sample invoices (for image)	The County				
Perform invoice testing	Wells Fargo				
Issue transmission ID	Wells Fargo				
Perform transmission testing	Wells Fargo / The County				
Provide lockbox number and live date	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Finalize setup	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Note: The implementation time can be shorter (or longer), depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.					
Zero Balance Account – 1 day lead time					
Review and confirm services	Wells Fargo / The County				
Implement zero balance account	Wells Fargo				
Validate first transfer	Wells Fargo				
Consolidated payables service – 14 to 42 days lead time					
Review and confirm services	Wells Fargo / The County				
Determine use of manual or automation process and method of transmission	Wells Fargo / The County				
Establish automation connection	The County				
Provide user guides and coordinate training, if using Payment Manager Online (PMOL)	Wells Fargo				
Develop statement of work	Wells Fargo				
Approve and sign statement of work	The County				
Validate SIT/UAT test files	Wells Fargo / The County				
Add any additional accounts	Wells Fargo				
Move services into production	Wells Fargo				
Transmit and monitor production files	Wells Fargo / The County				
Verify and finalize setup	Wells Fargo				
Note: The times for all action items can vary depending on your choice of a standard or custom format and the availability of your internal resources for development and testing.					

RFP exceptions

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Washoe County Treasurer 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 Washoe County Treasurer's contractual requirements or to bind Wells Fargo to Washoe County Treasurer'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.

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for Proposals dated April 6, 2018. 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 Washoe County, Nevada ("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.

Cross Sell/Integrated Business Disclosure

Commercial banking products and services are provided by Wells Fargo Bank, N.A. Investment banking and capital markets products and services are provided by Wells Fargo Securities, and are not a condition to any banking product or service. Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Securities, LLC, member NYSE, FINRA, NFA, and SIPC, and Wells Fargo Bank, N.A. acting through its Municipal Products Group. Municipal derivatives services are provided by Wells Fargo Bank, N.A., a swap dealer registered with the CFTC and member of the NFA. ©2017 Wells Fargo Bank, N.A. Member FDIC. All rights reserved.

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.



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



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

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

Verification of Transactions.

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

It is Company's responsibility, and Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If Bank determines a discrepancy exists between the declared and the actual amount of the funds, Bank is permitted to adjust (debit or credit) Company's Account. Bank is also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than Bank's standard adjustment amount. Bank is permitted to vary its standard adjustment amount from time to time without notice to Company and to use different amounts depending on account type.

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

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

Debit Card Addendum

Effective November 7, 2012

This Debit Card Addendum is effective November 7, 2012. It amends the account agreement applicable to Company's deposit account(s) at Bank to which a "Card" is linked (as more fully described in this Addendum). The "applicable account agreement" includes:

- (a) Wells Fargo Bank's Commercial Account Agreement dated May 1, 2005 (the "Wells Fargo Agreement"); and
- (b) the Wachovia Deposit Agreement and Disclosures for Commercial Accounts effective January 1, 2010, and prior versions of this agreement which were in effect on the date of this Addendum (each, the "Wachovia Agreement").

All terms defined in the Wells Fargo Agreement have the same meaning when used in this Addendum. If there is a conflict between this Addendum and the applicable account agreement, this Addendum will control.

At the end of the applicable account agreement, add:

Electronic Banking Disclosures

Introduction

This Part describes Wells Fargo Bank, N.A. ("Bank")'s account-related electronic banking Services and the additional terms applicable to these Services. In general, these Services provide various ways to transfer funds electronically to and from a Wells Fargo Commercial deposit account using an ATM card or debit card linked to the account and/or a Personal Identification Number ("PIN"). Bank may limit the availability of these Services at any time. Bank may require Company to sign a separate agreement to obtain these Services. If there is a conflict between the separate agreement and this Addendum, the separate agreement will control.

ATM Cards and Debit Cards

Definition of “Card” and “Cardholder”.

“Card” means the debit card Bank issues to a Cardholder. Each person to whom a Card is issued is a “Cardholder”. A “Card” includes any card issued by Wachovia Bank, N.A., which was valid as of the date of this Addendum.

Eligibility for a Card and/or PIN.

Unless otherwise provided in this Addendum, only an Authorized Signer on at least one of Company’s Wells Fargo Commercial deposit account(s) is eligible for a Card and/or PIN, which that Authorized Signer may use to access that Account. An “Authorized Signer” is a person who has Company’s actual or apparent authority to transact all business of any type on Company’s Account(s) whether or not such person has signed the signature card or other documentation for Company’s Account(s). This includes making withdrawals from Company’s Account(s) by check or any other means, adding other Authorized Signers, and changing addresses to which statements on Company’s Account(s) are sent. 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. If Company’s Account was opened at Wachovia Bank, National Association (“Wachovia”), or one of its affiliate banks or a bank to which Wachovia was a corporate successor, the authority of an “Authorized Signer” is equivalent to the authority of an “Authorized Representative” at Wachovia.

Illegal Transactions.

Company agrees no Cardholder is permitted to use his or her Card or any credit or deposit account linked to his or her Card (each, a “Linked Account”) for any transaction that is illegal under applicable law, including, but not limited to, “restricted transactions” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. In addition, Bank reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transactions record or otherwise as engaged in such business.

Use of a Card.

The specific functions that can be performed depend on the type of Card Bank issues. Bank may issue:

Business Debit Card. This Card enables a Cardholder to make:

- Purchases at merchants that accept Visa® credit cards and at merchants in networks in which Bank participates.
- Cash withdrawals from, balance inquiries on, and funds transfers between Company's Linked Accounts that are deposit accounts as well as advances and balance inquiries on and payments to Company's Linked Accounts that are line of credit account(s) and credit card account(s) at Wells Fargo ATMs.
- Cash withdrawals from, balance inquiries on, and funds transfers between Company's Linked Accounts designated as primary checking and primary savings at non-Wells Fargo ATMs that participate in shared ATM networks to which Bank belongs (the shared ATM networks are identified on the ATM) and American Express® cash dispensers. In addition, deposits (with cash back), ATM statements, and purchases of U.S. postage stamps are available at most Wells Fargo ATMs.

Consumer Debit Card. This card provides the same ATM access as the Business Debit Card and can be used to make purchases at merchants that accept Visa® debit cards and at merchants in networks in which Bank participates.

Business ATM Card and Consumer ATM Card. These cards provide the same ATM access as the Business Debit Card and, where available, can be used to make purchases at merchants in participating networks.

Business Deposit Card. This card provides ATM deposit access only to Company's Accounts that are deposit accounts for those persons designated by Company or an Authorized Signer. The Business Deposit Card is not available to sole proprietors.

Business Instant Debit Card. This card, where available, is a temporary Card that permits the Cardholder to access the funds in Company's designated Account and other convenient Business Debit Card features. Bank may permit the Card to be used to make Point-of-Sale ("POS") purchases and/or access funds in Company's Account through an ATM. The Business Instant Debit Card is good for 45 days from its date of issuance, or upon activation of the permanent Card, whichever occurs sooner.

Instant ATM Card. This card is a temporary Card providing limited functions that Bank may issue for use until the Cardholder receives his or her permanent Card by mail. An *Instant* ATM Card expires twenty-one (21) days after issuance. The daily withdrawal and POS purchase limits applicable to an *Instant* ATM Card will be disclosed upon issuance by Bank.

Termination of Card Privileges.

Each Card is the property of Bank and Bank may terminate a Cardholder's Card privileges at any time without notice. A Cardholder may terminate his or her Card privileges at any time by writing Bank at the address provided by Company's relationship manager. Company agrees to immediately notify Bank in writing if a Cardholder's authorization to use a Card and/or PIN has been terminated and to return that Cardholder's Card to Bank. If a Cardholder's Card privileges are terminated (or the privileges of any Authorized Signers) that Cardholder agrees to immediately surrender his or her Card(s) to Bank. Termination of Card privileges will not affect any rights and obligations for transactions made with a Card before the privileges were terminated.

Loss Prevention Guidelines

Protecting the Card and PIN.

Each Cardholder is responsible for caring for his or her Card and/or PIN as he or she would care for checks and other *Paper Items*. Each Cardholder is responsible for maintaining the confidentiality of his or her PIN.

If a Cardholder gives his or her Card or PIN to another person, Company will be responsible for all transactions made by that person or anyone else to whom that person gives the Cardholder's Card and/or PIN. Notify the Bank immediately if a Card tied to Company's Linked Accounts is lost or stolen or is no longer secure.

When selecting a Personal Identification Number (PIN), the Cardholder should not use any number or word that appears in the Cardholder's wallet (such as birth date, name or address). Each Cardholder is advised to:

- Always protect your ATM card or debit card and keep it in a safe place, just like you would cash, credit cards or checks.
- Memorize the PIN and never share it with anyone.
- To protect Company's account, Bank recommends that the Cardholder changes the PIN every six months.
- Shop with known and trusted merchants.
- Regularly review Company's account statements upon receipt to verify transactions. Contact Bank immediately if discrepancies are identified.
- Make sure any Internet purchase activity is secured with encryption to protect Company's account information. Look for "secure transaction" symbols.

- Always be sure to log off from any site after a purchase transaction is made with the card. If the Cardholder cannot log off, shut down the browser to prevent unauthorized access to Company's account information.
- Do not send the card number through email, as it is typically not secure, and don't provide it over the phone unless the Cardholder initiated the call.
- If the Cardholder has forgotten the PIN or would like to select a new one, the Cardholder can visit the nearest Bank location.
- If the card is ever lost or stolen, immediately notify us at 1-800-CALL-WELLS (1-800-225-5935).

ATM Safety.

For the Cardholder's safety when using an ATM, please remember (and advise each Cardholder of) the following tips:

- Be aware of the surroundings and exercise caution when withdrawing funds.
- Watch for suspicious persons or activity around the ATM. If the Cardholder notices anything out of the ordinary, the Cardholder should come back later or use an ATM elsewhere. If the Cardholder observes suspicious persons or circumstances, the Cardholder should not use the ATM at that time. If the Cardholder is in the middle of a transaction, the Cardholder should cancel the transaction, take the Card and leave the area and come back at another time or use an ATM at another location.
- Report all crimes immediately to the operator of the automated teller machine or local law enforcement.
- Consider having someone accompany the Cardholder when using an ATM after dark.
- The Cardholder should ensure no one sees the PIN being entered.
- The Cardholder should refrain from displaying cash and put it away as soon as the transaction is completed. The Cardholder should wait to count the cash until the Cardholder is in the safety of a locked enclosure, such as a car or home.
- The Cardholder should safe-keep or securely dispose of the ATM receipts.
- When using a drive-up ATM, the Cardholder should keep the engine running. Aside from the driver's window, the Cardholder should keep all of the doors and windows locked.

Account Linkages and Designation of Accounts

Account Linkages.

To open and maintain any type of Card, at least one qualified *Wells Fargo* deposit account must be linked to the Card. A Cardholder may link such additional deposit or credit accounts to his or her Card as Bank permits from time to time. The permitted linkages may vary depending on the type of Card. If the Card is linked to a consumer deposit account, please refer to the Consumer Account Agreement for additional information. Bank may link any or all of the Accounts on which the Cardholder is an *Authorized Signer* to the Card unless Company requests Bank not to link specific Accounts. In addition, a sole proprietor may also link personal account(s) maintained at the Bank to a Card so long as the personal and business accounts are established under the same Tax Identification Number. Business Deposit Cards may be issued to individuals that are Authorized Signers or non-Authorized Signers at the request of an Authorized Signer. For a Business Debit Card, the primary checking account linked to the Card must be a qualified business checking account unless exceptions are made. If the primary business checking account linked to the Card should be closed for any reason, the Bank may designate any additional qualified business checking account that is linked to the Card as the primary account on the Card. If no additional qualified business checking account is linked to the Card, the Business Debit Card linked to the closed checking account will be cancelled. If the Card is linked to other business checking, savings, or Market Rate/Money Market Access accounts, the Card will be cancelled and a Business ATM Card will be mailed to the Cardholder.

Establishing “Primary” Accounts.

If only one deposit account of each type (e.g., checking, savings, or MRA) is linked to a Card, that account is automatically designated as the “primary” account of that type for purposes of making electronic fund transfers and displaying the accounts, where available, at Wells Fargo ATMs and non-Wells Fargo ATMs.

Primary vs. Other Accounts.

If more than one account of a single type is linked to a Card, the Cardholder will be asked to designate a primary account, secondary account, and other accounts. For example, if four Commercial checking accounts are linked to a Card, one will be designated as the “primary” checking account, another will be designated as the “secondary” checking account and the remaining two accounts will be designated as “other

accounts.” If Company does not designate one account as the primary account of a particular type of account, the first account of that type linked to a Card is considered the primary account for that type of Account. Certain transactions are automatically debited from the Linked Accounts designated as primary.

Linked Credit Card and Line of Credit Accounts.

If Bank permits Company to link a Cardholder’s business or personal Wells Fargo credit card or line of credit account (each, a “Credit Account”) to the Business Debit Card or Business ATM Card, that Cardholder may use the Card to access the linked Credit Account to obtain cash or transfer funds from a linked Credit Account, as long as the linked Credit Account is in good standing and has available credit. Each transaction with the Card involving the linked Credit Account is subject to the provisions of the agreement between Company and Bank applicable to the linked Credit Account.

Card Transactions

Daily Limits.

When a Card is used to make (a) ATM withdrawals or transfers, (b) in person cash withdrawals/advances at non-Wells Fargo locations or at Wells Fargo banking locations or (c) POS purchases, the following rules apply: There is no limit on the number of times a Card may be used each day so long as the separately disclosed daily dollar limits are not exceeded. If Company’s Daily Purchase POS limit is greater than \$99,999, the Cardholder may need to request that the merchant process multiple transactions to complete a purchase above this amount. The ATM daily dollar limit is the maximum U.S. dollar amount of cash that can be withdrawn from any combination of Company’s Linked Accounts using a Card. The POS daily purchase limit is the maximum U.S. dollar amount of purchases (including cash back, if any) that can be debited from Company’s POS Access Account which is defined below (including *Overdraft* protection plan funds used). For purposes of these daily limits only, a “day” is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is initiated in another time zone, it will be processed when Bank receives it. Bank will send notification if Bank decreases these daily limits. If a Card is linked to one or more Credit Accounts, the agreements governing the Credit Accounts govern cash advances from the Credit Accounts made with a Card.

Overdraft Protection Plan Funds.

“Overdraft Protection Plan Funds” are funds available in Company’s savings Account or sweep Account (each, an “Eligible Account”) and/or business line of credit and/or business credit card that Company has elected in writing to link to Company’s POS Access Account. If Company is eligible to choose to receive overdraft protection from an Eligible Account and from a line of credit and does not indicate which account Bank should advance funds from first, Bank will first advance available funds from Company’s savings Account, up to Company’s available balance. Bank will advance either \$25 or the exact amount of the overdraft on Company’s POS Access Account, whichever is larger, to cover the overdraft on Company’s POS Access Account, up to Company’s POS daily purchase limit. If the amount of available funds is less than \$25, the amount of available balance may be advanced. If additional funds are required to cover the overdraft on Company’s POS Access Account, Bank will then advance available funds from Company’s Eligible Account, up to Company’s daily POS purchase limit. Advances from Company’s savings Account to cover overdrafts on Company’s POS Access Account are included in the total number of withdrawals permitted from Company’s savings Account.

Point-of-Sale (“POS”) Access Account.

Company’s “POS access account” is Company’s Linked Account to which POS transactions post. For a Business Debit Card, the POS access account is Company’s Linked Account designated as “primary checking.” For a Business ATM Card, the POS access account is:

- Company’s Linked Account designated as primary checking or
- Company’s Linked Account designated as primary savings if Company’s Linked Accounts do not include a checking account or
- Company’s Linked Account designated as primary MRA/MMA if the Linked Accounts do not include a checking or savings account.

Making Purchases with a Business Debit Card.

Business Debit Cards can be used to make POS purchases in two ways described below. The funds used for these purchases are deducted from Company’s POS Access Account, and, if needed, any linked *Overdraft* protection plan funds.

Visa POS Purchase. Purchases can be made at merchants or service providers that accept Visa credit cards or business cards in retail outlets, over the Internet, through mail orders, and on the phone. To do so, the

Card is presented to the merchant and a receipt to authorize the purchase is signed. At merchants with PIN pads, a Card is swiped, the credit button is selected, and a receipt to authorize the purchase is signed. For Internet, phone, and mail orders, the Card number and the expiration date are provided. There is no cash back feature when making a Visa purchase.

POS Network Purchase. Purchases can be made at merchants that accept payment through POS networks in which Bank participates where available. To make such a purchase, the Card is presented to the merchant. When prompted, the PIN is entered to authorize the purchase. Merchants participating in these networks may allow cash back with the purchase amount. Some merchants may assess a fee for each transaction made via these networks at their terminals, and if so, a notice describing any fee should be posted at the merchant's terminal. This fee will be included in the total purchase amount shown on the statement for Company's POS Access Account and reflected on the receipt issued at the time of the transaction.

Making Purchases with a Business ATM Card.

A Business ATM Card can be used to make purchases at merchants that accept payment through POS networks in which Bank participates where available. Refer to the information under "POS Network Purchase," above, for information about how to use a Business ATM Card to make purchases. The purchase and any applicable fees will be described on the statement for Company's POS Access Account.

Authorization Holds for Card Transactions.

For all Card purchase transactions, please note that Bank is permitted to place a temporary hold against some or all of the funds in Company's POS Access Account; if and when an authorization request is obtained. This temporary hold is an "Authorization Hold," and it will be subtracted from the available funds in Company's POS Access Account. In the case of an authorization request at a restaurant, hotel, or similar merchant, this amount may differ from the actual transaction amount as the actual transaction amount may not be known to the merchant when they submit the authorization request. For those transactions, there may be no Authorization Hold, or the amount of the Authorization Hold may be different from the transaction amount. In some other cases Bank may not receive an authorization request from the merchant, and there will be no Authorization Hold. Bank is permitted to place an authorization hold on Company's POS Access Account for purchases for up to three (3) business days on most transactions (or for up to

thirty (30) business days, for certain types of debit or ATM card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions), from the time of the authorization or until the transaction is paid from Company's POS Access Account. Please note that if the transaction is not submitted for payment by the merchant within the three (3) business days (or thirty (30) business days, as applicable), Bank will release the authorization hold, which will increase the available balance in Company's POS Access Account until the transaction is submitted for payment by the merchant and posted to Company's POS Access Account.

If the merchant submits a transaction for payment after the Bank has released the authorization hold, Bank must honor the prior authorization and will pay the transaction from Company's POS Access Account. Bank recommends Company record and track all transactions to confirm that the available funds in Company's POS Access Account accurately reflect Company's expenditures and withdrawals of funds from the account.

Overdrafts.

If funds in Company's POS Access Account are insufficient for a requested purchase and an Overdraft protection plan has been established for that Account, then funds from the Overdraft protection plan will be accessed, if available, up to the amount of the requested purchase and advanced in accordance with the subsection titled "Overdrafts and Insufficient Funds" in the Wells Fargo Agreement. If a requested purchase creates an overdraft on Company's POS Access Account, Bank may, in its sole discretion, take any of the actions described in the section titled "Overdrafts and Insufficient Funds" in the Wells Fargo Agreement and this section.

Paying Bills with a Business Debit Card.

A Cardholder may arrange with merchants or service providers to make one-time or recurring payments using a Business Debit Card. A one-time payment can be made anytime via the Internet or by phone by authorizing the merchant to bill the payment to the Business Debit Card number. Payments can also be set up to occur on a periodic, recurring basis (e.g., monthly).

Visa Account Updater Service.

Bank subscribes to the Visa Account Updater service ("VAU"). Under this service, if a Cardholder gives a merchant his or her Card number and authorizes it to periodically bill his or her Card for automatic bill payments and the Card number changes due to replacement of a damaged Card, lost/stolen Card, or updated Card number, the new Card

number will automatically be sent to those merchants that subscribe to the VAU Service. Because not all merchants or billing entities subscribe to the VAU service, the Cardholder should notify each individual merchant of the new Card number. Changes to a Card number as a result of a lost/stolen Card will not be updated if there is reported fraud on the Card number that is being replaced, and the Cardholder must notify merchants about the new Card information.

Stop Payments on Purchase; Changes to Recurring Payments.

Stop payments cannot be requested on one-time purchases made using a Business Debit Card. If a Cardholder has told a merchant or other billing entity in advance to make recurring debits to his or her Card, the Cardholder can stop any of these debits by contacting the merchant or other billing entity directly to cancel or discontinue any scheduled automatic bill payment. Some merchants require an advance notice to discontinue automatic payments, so Bank recommends a Cardholder allow sufficient advance time for any changes to his or her payment service.

Transactions Outside the United States.

If a Card is used to make an ATM withdrawal or a POS purchase outside the United States, the network that handles the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a POS purchase only, the merchant that handles the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant that handles the POS purchase converts the currency, then the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, the Bank may also charge an International Purchase Transaction Fee, which is based on the amount provided to the Bank by the network in U.S. Dollars (the "Network Transaction Amount").

Transactions at Non-Wells Fargo ATMs.

If a Card is used at non-Wells Fargo ATMs, transactions will be limited to the account access, withdrawal limit(s) and currency denomination(s) provided by the non-Wells Fargo ATM. If a non-Wells Fargo ATM does not provide the option of account type (e.g., checking or savings), the cash withdrawal will be from Company's Linked Account designated as "primary checking." If a checking account is not linked to the Card, or if

Company's Linked Account designated as "primary checking" has insufficient funds, the request will be rejected unless sufficient funds are available in Company's Linked Account designated as "primary savings." All withdrawals made at non-Wells Fargo ATMs outside the United States will be in local currency, and balances will be shown in local currency. The Bank will debit cash withdrawals in currencies other than U.S. dollars from Company's Account after conversion into U.S. dollars at prevailing rates as determined by the Network and Bank on the day of conversion.

ATM Statements at Wells Fargo ATMs.

A Card may be used at most *Wells Fargo* ATMs to obtain a Statement of Last 10 Transactions on any of the Linked Accounts (not for use for balancing Company's Account) and a Statement of Balances of Linked Accounts. The transactions and Company's Linked Account balance may include deposits still subject to verification or collection by Bank and may differ from Company's records because of deposits in progress, outstanding checks or other withdrawals, payments or fees. Certain Items affect the balance on Company's Linked Accounts as shown on an ATM statement:

- "Deposits/Credits in Process" reflects a cumulative total of all credits to Company's Account using a Card since the ATM cut-off on the most recent Business Day, including ATM deposits and ATM transfers into Company's Account.
- "Withdrawals/Debits in Process" reflects a cumulative total of all debits to Company's Linked Accounts using a Card or Remittance Cash Card since the ATM cut-off on the most recent Business Day, including ATM withdrawals, ATM transfers from Company's Linked Accounts, and POS purchases and cash withdrawals from Company's Linked Accounts."
- "Preauthorized Deposits/Payments in Process" reflects the net amount of any deposits or payments (preauthorized by Company or an Authorized Signer) that the Bank has received but has not yet posted to Company's Account.
- "Funds on Hold" may include any amounts not yet available for withdrawal.

U.S. Postage Stamp Purchases.

If a Card is used to purchase sheets of U.S. postage stamps at designated Wells Fargo ATMs, the purchase price will be deducted from the Linked Account selected and appear on the statement for that Account. Stamp purchases are subject to the Card's daily dollar limit for cash withdrawals at ATMs.

ATM and POS Malfunctions.

Company agrees not to hold Bank responsible for damages that result from or are a consequence of an ATM or POS malfunction. Company agrees to promptly notify Bank if an ATM fails to dispense the correct amount of cash or provide a proper receipt by calling or writing the Bank at the telephone number or address provided by Company's relationship manager.

Liability for Unauthorized Card Transactions

General.

Zero Liability on the card provides protection to Company for *Unauthorized Transactions* for charges to Company's Account subject to the conditions described below. Company is responsible for each Card linked to Company's Accounts. Company will not be liable for *Unauthorized Transactions* except as explained below.

Unauthorized Transactions.

An "Unauthorized Transaction" is a transaction that does not benefit Company and is made by a person who does not have Company's actual, implied, or apparent authority to use a Card. With Zero Liability protection, Unauthorized Transactions do not include (that is, Company is liable for):

- Any transaction by a co-owner (even though that co-owner is not a Cardholder), a Cardholder or person authorized by a Cardholder, or other person with an interest in or authority to transact business on Company's Account.
- Any transaction by a Cardholder that exceeded the authority given by Company.
- Any transaction that resulted from inadequate internal controls in Company's organization.
- Any transaction a merchant has processed in error, or a transaction involving goods or services with which the Cardholder is not satisfied.

If a Cardholder suspects that his or her Card has been lost or stolen, or that an Unauthorized Transaction has been made with his or her Card or Card number, notify Bank as soon as possible by calling the Wells Fargo National Business Banking Center: 1-800 CALL-WELLS (1-800-225-5935). The sooner Bank is notified, the sooner Bank can protect Company's Linked Accounts. A delay in reporting the Unauthorized Transaction may affect Company's liability protection, as defined below.

Bank Notified Within Sixty (60) Days of Mailing of First Statement.

Company has Zero Liability for an Unauthorized Transaction made with a Card or Card number as defined above if Bank is notified of the Unauthorized Transaction within sixty (60) days of when the first statement for Company's Account showing the Unauthorized Transaction was mailed.

Bank Notified More Than Sixty (60) Days After Mailing of First Statement.

If Bank is not notified within sixty (60) days of when the first statement for Company's Account showing the Unauthorized Transaction was mailed, Company will have the burden of proving that an Unauthorized Transaction occurred. Company may be required to provide documentation in support of its claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating Company's claim, the Bank will consider whether any negligence on the part of the Cardholders within Company's organization has contributed to the transaction in question. Some of the factors that the Bank will consider in connection with this evaluation include:

1. **Timely reporting of lost Card.** Whether any loss or theft of the Card was reported to Bank within forty-eight (48) hours of discovery of the loss or theft.
2. **Prompt review of statements.** Whether Company promptly reviewed the statements for Company's Linked Account(s).
3. **Prompt report of Unauthorized Transaction.** Whether, following discovery of an unauthorized use of the Card on a statement, the Unauthorized Transaction was reported to Bank within forty-eight (48) hours of the discovery.
4. **Safeguard Card and PIN.** Whether the Cardholder exercised reasonable care in safeguarding his or her Card, Card number, and PIN from loss or theft.
5. **Multiple prior incidents.** Whether Company has reported multiple incidents of Unauthorized Transactions to Bank within the 12-month period immediately preceding a claim and the facts and circumstances surrounding those incidents.
6. **Sole Proprietors.** If Company is a sole proprietor and has linked Company's business and personal accounts to a Business Debit Card, Business ATM Card, or Business Deposit Card, refer to the Wells Fargo Consumer Account Agreement regarding the Zero Liability for Unauthorized Transactions on consumer deposit accounts.

Termination of Electronic Banking Privileges

All of Company's electronic banking privileges will be terminated if Company's Account is closed. Bank, Company, or an Authorized Signer may terminate specific electronic banking Services without closing Company's Account. A Service may be terminated by calling 1-800 CALL-WELLS (1-800-225-5935) or writing Bank at:

Wells Fargo
Debit Card Operations
MAC S4007-018
P.O. Box 53445
Phoenix, AZ 85072-3445

Bank may cancel a Card, PIN, or access to electronic banking Services at any time without notice to Company or any affected Authorized Signer. If Bank cancels a Card, Company agrees to immediately return the cancelled Card to Bank.

Electronic Funds Transfer Fees:

The fees outlined in this section may not be applicable to all customers. Depending on your type of account, fees may vary.

Non-Wells Fargo ATM Fees¹: \$2.50

Balance Inquiry Fee (U.S.² and International): \$2

Transaction Fee (U.S.²): \$2.50

Transaction Fee (International): \$5

Transfer Fee (U.S.² and International): \$2

Debit Card Over-the-Counter Cash Disbursement Fee: (U.S.²): \$3;
(International): 3% of transaction amount

ATM Statement Fee³: \$1

International Purchase Transaction Fee⁴: 3% of transaction amount

¹ Surcharges imposed by non-Wells Fargo ATM owners and operators may apply.

² U.S. fee also applies to the following U.S. territories: American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. Minor Outlying Islands, and U.S. Virgin Islands.

³ Not available at all Wells Fargo ATM locations.

⁴ 3% of transaction amount is charged for each transaction made with the Card in a foreign currency that has been converted into a U.S. dollar amount by a network



Treasury Management Product Enrollment

Customer Information

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

Acceptance of Services

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

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

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

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

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

Customer Entity

Name(s)	TIN, SSN, Int’l or Gov ID(s)

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 Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	Account #2 _____ CoID _____ (Internal Use Only)
Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation-40 characters max.) Optional Account Title Lines (40 characters max per line.)	Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation-40 characters max.) Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (If applicable, enter DBA name on last available title line)	Title Line 4 _____ (If applicable, enter DBA name on last available title line)

II. Regulation GG Certification

Customer or any entity for which account(s) will be maintained (f/b/o) engaged in business of internet gambling?

☐ Yes☐ No

III. Authorized Account Signers

#1

Signature _____	Printed Name _____	Position/Title _____
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner

#2

Signature _____	Printed Name _____	Position/Title _____
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner

#3

Signature _____	Printed Name _____	Position/Title _____
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner

#4

Signature _____	Printed Name _____	Position/Title _____
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner

IV. Customer Acknowledgement & Agreement

On behalf of the customer, I hereby certify, by my signature below, that each of the individuals designated in Section III above as

(a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).

(b) a "Principal Officer/ Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

(c) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time will govern the account(s).

Printed Name	Position/Title
Authorized Signature	Date

V. Taxpayer Certification

Please provide a copy of the most current version of IRS form W-9 or W-8. Taxforms are subject to review and withholding could apply if forms are incomplete or inaccurate.

☐ W-9 provided for U.S. Entity

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must belong to the Customer whose full legal name is provided in Section I, Title Line 1 and match the W-9 provided. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Form W-9 Part I instructions at www.irs.gov for additional information. For other entities, it is your employer identification number (EIN). The number provided below applies to all accounts listed on this signature card.

Social Security Number (SSN)	Employer Identification Number

☐ W-8 provided for non-U.S. Entity

Bank Use Only		
Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name		Submitter Phone #

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Amendment to Commercial Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	Account #2 _____ CoID _____ (Internal Use Only)
Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation-40 characters max.) Optional Account Title Lines (40 characters max per line.)	Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation-40 characters max.) Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (If applicable, enter DBA name on last available title line)	Title Line 4 _____ (If applicable, enter DBA name on last available title line)

II. Amendment to Authorized Account Signers-add:

#1	Signature _____	Printed Name _____	Position/Title _____
	Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
	☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner
#2	Signature _____	Printed Name _____	Position/Title _____
	Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
	☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner
#3	Signature _____	Printed Name _____	Position/Title _____
	Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
	☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner
#4	Signature _____	Printed Name _____	Position/Title _____
	Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
	☐ Limited Signer	☐ Principal Officer/Key Executive	☐ Owner

III. Amendment to Authorized Account Signers-delete:

#1	Signer Name _____	#2	Signer Name _____
#3	Signer Name _____	#4	Signer Name _____

IV. Customer Acknowledgement & Agreement

On behalf of the customer, I hereby certify, by my signature below, that each of the individuals designated in Section II above as

(a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).

(b) a "Principal Officer/ Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

(c) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time will govern the account(s).

Printed Name _____ Position/Title _____

Authorized Signature _____ Date _____

Bank Use Only		
Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name		Submitter Phone #

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FUNDS AVAILABILITY POLICY

Wholesale Banking

Effective October 1, 2014

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

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

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

While Bank generally makes funds from Company’s check deposits available to Company on the first business day after the day Bank receives the deposits, Bank’s policy grants availability in accordance with an availability schedule or schedules provided or made available by Bank to Company contemporaneously with this policy or from time to time thereafter, subject, among other things, to the location of the deposit transaction or the manner in which the deposit is made.

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

Once they are available, Company may withdraw the funds in cash and Bank will use the funds to pay checks that Company has written and fees and expenses that Company has incurred in connection with the account.

Determining the day of receipt

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

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

Same calendar day availability

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

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

Same business day availability

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

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

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

Longer delays may apply

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

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

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

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

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

Holds on other funds (check cashing)

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

Holds on other funds (other accounts)

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

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

Delays on other funds

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

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COMMERCIAL DEPOSITORY SERVICE DESCRIPTION



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

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

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

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

3. Cash Orders from Bank's Cash Vault.

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

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

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

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

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

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

4.3. Cut-off Time; Deposit to Account. If a Deposit Shipment is received at one of Bank’s cash vaults on a Business Day before Bank’s published “cut-off time” for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank’s “cut-off time,” the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank will not deposit any items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Shipment.

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

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

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

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

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

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

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

ADDENDUM TO COMMERCIAL DEPOSITORY SERVICE DESCRIPTION – SAFEVANTAGESM SERVICE

1. **Introduction.** Bank offers its SafeVantage Service (the “SafeVantage Service”) in connection with Bank’s commercial depository services. This Addendum to Commercial Depository Service Description - SafeVantage (“Addendum”), the SafeVantage Service Setup Form (the “Setup Form”) and the other Service Documentation (as defined in the Master Agreement for Treasury Management Services, between Bank and Company (the “Master Agreement”)) govern Bank’s SafeVantage Service. If there are any conflicts between the Addendum and the Commercial Depository Service Description, this Addendum will control.
2. **Description of Bank’s SafeVantage Service.** For certain units of safes provided by vendors, in each case, acceptable to Bank (collectively, the “Equipment”), Bank will provide provisional expedited credit to Company for the cash properly deposited into the Equipment’s currency acceptors. Following Bank’s receipt of a transmission report from any unit of Equipment stating the amount of currency inserted into the Equipment’s currency acceptors (each, a “Safe Report”), Bank will provide provisional expedited credit to an account maintained by Bank (each, an “Account”) and designated by Company in total amount set forth in such Safe Report. Credits will only be applied on Bank’s business days in accordance with the Setup Form. A “business day” is a day other than Saturday, Sunday or any bank or legal holiday observed by Bank. For purposes of clarification, currency and other items inserted using the manual envelope drop of the Equipment will not receive provisional expedited credit, and will be processed and credited in accordance with the standard cash vault deposit processing procedures described in the Commercial Depository Service Description.
3. **Conditions to Provision of Bank’s SafeVantage Service.** As conditions to Bank’s provision of its SafeVantage Service, Company (i) will have a valid and binding agreement with a vendor, acceptable to Bank, for the provision of the Equipment (such agreement, a “Vendor Agreement”), (ii) agrees that such Equipment must be suitable and compatible, in Bank’s sole discretion, for the SafeVantage Service, and (iii) will use the Equipment in accordance with the terms and provisions in the Vendor Agreement and as instructed by Bank as necessary from time to time for use of the Equipment in connection with the SafeVantage Service. Company acknowledges that Bank is not providing the Equipment and has no obligation or liability whatsoever with respect to the Equipment or any service related thereto other than the SafeVantage Service.
4. **Adjustments.** If the aggregate amount of the items processed and verified for a Safe Report is less than that reported for such Safe Report, Bank may debit the applicable Account without notice to Company. If that Account has insufficient funds to cover the debit, Bank may 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) upon demand by Bank, without setoff or counterclaim. If the aggregate amount of the items processed and verified for a Safe Report is more than that reported on such Safe Report, Bank will credit the applicable Account for the difference without notice to Company. In addition, if Company’s Vendor Agreement provides any guarantees or other protection for the contents of the Equipment including but not limited to cash deposited through the currency acceptors, Bank reserves the right to require Company to file a claim with such vendor before making any claim against Bank.
5. **Reimbursement.** Unless it results solely from Bank’s negligence or intentional misconduct, Company will reimburse Bank for any loss or expense Bank incurs, including reasonable attorney’s fees and legal expenses, as the result of (a) Bank providing the SafeVantage Service

to Company in accordance with this Addendum, or (b) an action Company asks Bank to take in connection with the SafeVantage Service and this Agreement. Company authorizes Bank to recover any such amount by debit to Company's accounts at Bank or Bank's affiliates.

6. **Survival.** Sections 4 and 5 will survive the termination of the SafeVantage Service.
7. **Default, Breach of Termination of Vendor Agreement.** Company agrees to provide Bank immediate notice of any default or breach of the Vendor Agreement by Company or the vendor or termination thereof.
8. **Termination.** Either party may terminate the SafeVantage Service in accordance with the terms of the Master Agreement. In addition, if the Vendor Agreement is terminated for any reason, the SafeVantage Service will automatically terminate, unless otherwise agreed by Bank and Company.

RETURNED ITEM SERVICE DESCRIPTION

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

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

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

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

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

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

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

RECEIVABLES MANAGER SERVICE DESCRIPTION



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

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

2. **Description of Service.** The Service enables Company to receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to the deposit accounts at Bank that Company enrolls in the Service (each, an "Account") and associated remittance information. The User Guide details (a) the types of payments for which Bank provides the Service, (b) the options Bank offers for formatting Files, (c) the secure transmission platforms Bank offers to deliver Files to Company, (d) the schedule Bank follows in providing the Service, and (e) Bank's Service level goals.
3. **Re-association Service.** If Company enrolls in Bank's Re-association Service, Bank will accept a File containing remittance information from a trading partner of Company and attempt to re-associate payments the trading partner makes separately by ACH or wire transfer, provided the trading partner (a) sends the remittance information to Bank in advance of the payment and (b) includes an originating company ID and a transaction reference number with both the remittance information and the associated payment.
4. **Company's Receipt of Files; Acknowledgments.** Bank will not monitor Files transmitted to Company through the Service including without limitation any

acknowledgment Company's system may generate upon its receipt of a File. If Company does not receive a File when it expects to, Company will notify Bank. If Company requests Bank resend a File within fourteen days after Bank initially transmits the File to Company, Bank will attempt to honor such request but will have no liability for not doing so.

5. **Incorrect, Incorrectly Formatted Information.** Bank is not responsible for the accuracy of and will not verify remittance information it receives from Company's trading partners and provides to Company through the Service.

E-BOX[®] SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") E-Box[®] 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.** Bank (a) receives electronic information ("Remittance Information") about payments Company's customers make to Company through online bill payment services and other payment channels described in Bank's Reference Guide for the Service (each, a "Payment"); (b) processes Payments for credit to Company's account at Bank ("Account"); and (c) provides information reporting on Payments to Company through Bank's separate Receivables Manager Service ("Remittance File"). The specific processing services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW"). Each Business Day, Bank credits Company's Account for Funded Payments (see section 3) via a consolidated Automated Clearing House ("ACH") credit entry ("File"). Bank originates each File in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"). In order to enroll in the Service, Company will also enroll in Bank's Receivables Manager Service.
3. **Funded Payments.** A "Funded Payment" is a payment for which Bank receives Remittance Information and the funds relating to the Payment. Bank will process Payments for which Bank has received Remittance Information but not funding (each, an "Unfunded Payment") in accordance with the SOW.

WHOLESALE / WHOLETAIL LOCKBOX SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Wholesale / Wholetail Lockbox 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. **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 and requires Company and Bank have a separate, currently effective merchant agreement for Bank's processing of Charge Authorizations for Company. **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 Deposit 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. Cash that is sent to the Lockbox will be subject to Currency Transaction Reporting.

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 in the envelopes (i) by automated means where a scannable coupon is included and (ii) manually where an envelope does not include a remittance statement or coupon (a "Manually Processed Check"), as provided in the Processing Procedures, and if provided in the Processing Procedures, deposit such Checks and cash in the Deposit Account.

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 (iii) electronically capture OCR data from remittance documents (if scannable coupon is included), such as account number and amount due.

5.3. Checks Not to Be Deposited. Unless Company gives Bank timely instructions to the contrary using the Online Lockbox Decision (OLD) Module available through Bank, with regard to a particular Check, each Check processed under automated check processing procedures will be deposited as provided in Section 5.6 of these Processing Procedures even if (i) the numerical and written amounts of the Check are

not the same, (ii) the numerical and written amounts on the Check do not correspond to the amount on any invoice or remittance statement sent with the Check, (iii) there is no payee on the Check, (iv) the Check is postdated or staledated, (v) the drawer of the Check cannot be determined, (vi) the Check does not have a date or a signature, or (vii) the Check contains alterations or restrictive notations.

Unless otherwise requested by Company and agreed to by Bank, Bank will not deposit Manually Processed 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, Manually Processed Checks which do not fall into one of the four categories listed in Section 5.3 above will be deposited in the Deposit Account as provided in Section 5.7 below, and Checks falling into either of the following two categories will be deposited in the Deposit 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 ("Foreign Checks"), so long as 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, and Company and Bank have entered into an agreement to provide such services with respect to Foreign Checks. Foreign Checks not meeting these criteria will not be deposited and will be returned to Company in accordance with Section 5.15.
- 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 Deposit 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 Deposit 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. Review of acceptable payees is undertaken for Manually Processed Checks only
- 5.9. Eligibility Requirements for Processing Charge Authorizations.** Where Company is utilizing the Service to process 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.** To the extent that Company and Bank have a separate, currently effective merchant agreement for Bank's processing of Charge Authorizations for Company that provides for the generation of settlement reports, following processing of Charge Authorizations for approval, Bank (a) will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. and (b) 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. Credit card information including credit card account number, signature and expiration date will be masked or redacted on images of charge authorizations
- 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.** 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, 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.
- 6. Deposit Account and Billing 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 "Deposit 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 Deposit Account or the processing of Checks drawn on the Deposit Account. Except as otherwise specifically provided in this Service Description, the Deposit Account will be handled and Checks drawn on the Deposit 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 Deposit Account will be subject to, and Bank's operation of the Deposit Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Deposit Account (the "Account Agreement"), a copy of which Company acknowledges having received. All Bank's fees and charges for the maintenance and administration of the Lockbox and for the provision of the Service will be paid by Bank debiting the Deposit Account on the

day that such fees and charges are due. Bank may also require that Company establish a separate billing account with Bank (the "Billing Account") for Bank to debit Bank's fees and charges for the maintenance and administration of the Lockbox and for the provision of the Service.

- 7. Deposits and Confirmations.** Company authorizes Bank to endorse Remittances received at the Lockbox, and to deposit them into the Deposit 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 Deposit 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 Deposit Account as provided in the Processing Procedures. Bank will provide to Company an advice of deposits and other credits made to the Deposit 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 Deposit 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 Deposit 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. Unless Customer and Bank separately agree, Bank provides Bank's then-current Log-On Credentials only to Customer's initial Customer Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Customer Administrator, who may perform all functions of Customer's initial Customer Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Customer Administrator or an Administrator and those in which Bank permits a User to self-enroll. Each Customer Administrator and Administrator has the authority to enroll Customer in additional Services. Customer will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative. Customer and Bank may agree separately that in addition to Company's use of self-administration as described in this section 4.2., Company may request that Bank assign Bank's then-current Log-On credentials to each User Customer designates in writing to Bank as Bank would if Customer elected Bank administration under section 4.3. Customer's designation to Bank will specify the Services which the User is authorized to access in addition to those Services in which Bank permits a User to self-enroll. Each User to whom Bank assigns Log-On credentials will remain authorized until the earlier of the removal of the User by Company through self-administration or by Bank through Bank administration within a reasonable time after receiving Customer's written notification that the User is no longer so authorized.

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

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

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

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

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

E-BILL EXPRESS SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") E-Bill Express 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.** With the Service, Bank maintains a website in Company's name ("Website") through which (a) Company makes electronic Bills available to purchasers of Company's products and services (each purchaser is a "Customer"), and (b) Customers make payments to Company using the channels for making a payment (each, a "Payment Channel"; see Section 3) and the method(s) Company offers (each, a "Payment Method"; see Section 4). Bank credits Customers' payments to the account at Bank that Company enrolls in the Service ("Account"). The Service includes an Administrative Module through which Bank offers electronic reporting options relating to Company's Bills and its Customers' payments, all as detailed in Bank's User Guide for the Service. The specific Services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW").
3. **Payment Channels.** The Payment Channels Bank offers to Company are detailed in Bank's User Guide for the Service and include the Website, telephone and an optional Interactive Voice Response (IVR) Payment Channel. With the telephone Payment Channel, a Customer arranges for a payment by telephoning Company at a telephone number Company maintains. For all Customer payments made through the telephone Payment Channel, Company is required to enter information about the payment at the Administrative Module. With the IVR Payment Channel, Bank maintains a Company-specific toll-free number and Company branded greeting and prompts.

4. **Payment Methods.** The Payment Methods Company may make available to Customers are detailed in Bank's User Guide for the Service and may include debit and credit cards and electronic payments through the automated clearing house ("ACH"). The Service Documentation includes, respectively, Bank's Payment Gateway Service Description and ACH Origination Service Description (except for the section thereof titled "Initiation Methods and Security Procedures"), each of which in the event of a conflict between it and this Service Description will control over this Service Description. Bank may withdraw a Payment Method at any time.
5. **Information Reporting.** Information about Company's Bills and Customers' payments made through the Website, telephone and IVR Payment Channels is included in the information reporting available through the Administrative Module.
6. **Verification.** Bank will not verify the accuracy of Bills or its Customers' payment amounts made through any Payment Channel.
7. **Company's Privacy Policy.** Company will provide Bank with URL(s) hosted by Company for Bank's use at the Website. The URLs Company provides will direct Customers to Company's then-current privacy policy and terms of use. Company will maintain current versions of its privacy policy and terms of use.
8. **Licensed Marks.** Company grants to Bank a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. Bank will not modify a Licensed Mark without Company's prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 thereof. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, Bank will discontinue use of all Licensed Marks.
9. **Company's Representations and Warranties.** Company represents and warrants to Bank:
 - (a) It will issue each Bill only for products or services actually provided to the Billed Customer and will retain each Bill for a minimum of one year from the date of the Bill;
 - (b) The billed amount will be the actual amount charged to the billed Customer for such products or services;
 - (c) Company is the sole owner of each URL Company provides to Bank pursuant to Section 7 and each Licensed Mark;
 - (d) Company will maintain current versions of its privacy policy and terms of use at the URLs it provides to Bank; and
 - (e) Company has received a copy of Federal Reserve Board Regulation Reg E and will comply therewith at all times that Bank provides the Service.
10. **Survival.** Section 9 will survive termination of the Services.

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 ORIGATION SERVICE DESCRIPTION



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

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

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

as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays.

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

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

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

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

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

6.3. **Direct Origination Initiation Method.**

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

SWIFT® FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"),

entered into a relationship management application (“RMA”) agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.4. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission (“SAFE-T”). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

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

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

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

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

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

6.6. Non-Standard Security Procedure.

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

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

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

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

accordance with (a) the laws and payment system rules of the Receiving Country (b) any agreement governing International Entries between Bank and the gateway operator through which Bank processes the International Entry, the terms of which Bank communicates to Company prior to Company's use of the Service or from time to time thereafter, and (c) the ACH Rules. If there is a conflict among these three clauses, they will govern in the order set forth in this subsection.

15.2. Credit Entries. With respect to credit Entries Bank agrees to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will convert the amount to be transferred from U.S. dollars ("USD") to the Foreign Currency at Bank's sell rate for exchange in effect on the Business Day the Entry is transmitted by Bank to the ACH or gateway operator. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, Bank will not be liable for a sum in excess of the amount of the original Entry after it has been converted from the Foreign Currency to USD at Bank's buy rate for exchange at the time the Entry is returned to Bank.

15.3. Debit Entries. With respect to debit Entries Bank agrees to originate in a Foreign Currency, Bank will convert the amount of each Entry from the Foreign Currency to U.S. Dollars at Bank's buy rate for exchange in effect on the settlement date of the Entry. If the financial institution designated to receive the Entry subsequently returns it, Bank may charge the applicable Account (or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank) for the amount equal to the value of the returned Entry, after Bank has converted the Foreign Currency to USD at Bank's sell rate for exchange at the time the Entry is returned to Bank. Bank will not be liable for a sum in excess of the original amount of the Entry after conversion.

15.4. Acts or Omissions of Third Parties. Bank will not be liable for any failure or delay by a gateway operator, any intermediary financial institution, or the financial institution designated to receive the Entry in the Receiving Country in processing or failing to process any Entry Bank transmits to the Receiving Country, or for acts or omissions by a third party including without limitation the delay or failure of any third party to process, credit or debit any Entry.

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

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

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. Updates to Registration Information. Company will timely notify Bank of any changes to information provided by Company in connection with Bank's Registration of Company or Company's customer as a Third Party Sender.

16.3. 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.

Addendum to ACH Origination Service Description for State Tax Refund Return Opt-in Program Participants

- 1. Introduction.** This Addendum to ACH Origination Service Description for State Tax Refund Return Opt-In Program Participants ("Addendum") applies to Company in connection with its use of the ACH origination service ("Service") pursuant and subject to the terms of the Service Documentation, including the ACH Origination Service Description ("Service Description"). If there are any conflicts between this Addendum and the Service Description, this Addendum shall control. Any capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in the Service Description or the ACH Rules, unless otherwise indicated.
- 2. Description of Program Services.** Company has agreed to participate in the State Tax Refund Return Opt-In Program ("Program") offered by NACHA—The Electronic Payments Association ("NACHA"), through which participating RDFIs can submit Return Entries to Company under operating rules adopted specifically for the Program. In connection with Company's participation in the Program, Company has requested that Bank enter into a State Tax Refund Return Opt-In Program ODFI Agreement with NACHA ("ODFI Agreement"). The ODFI Agreement permits Bank, as ODFI for Company, to receive Return Entries transmitted under an R17 return reason code in accordance with the operating rules adopted for the Program and the ACH Rules (collectively, "Program Rules"). Bank will provide "Program Services" under this Addendum in accordance with its obligations under the ODFI Agreement. In the event of a conflict among the foregoing requirements, the following order of precedence shall apply: (1) the ODFI Agreement; (2) the Program Rules; and (3) the ACH Rules.
- 3. Program Returns.** Bank will receive R17 Return Entries on behalf of Company in accordance with the Program Rules. Company understands and agrees that Bank is otherwise permitted to dishonor R17 Return Entries in accordance with the ACH Rules, and that it is Company's responsibility to notify Bank of Program Entries that should be dishonored, in accordance with the time limits set forth in the ACH Rules. Company understands and agrees that all Program Returns (as defined in the Program Rules) may be transmitted for up to 60 days following the Settlement Date of the original Entry. If a Participating RDFI wishes to transmit a Program Return after 60 days from the Settlement Date of the original Entry, the Participating RDFI must contact Bank to obtain permission for a late Program Return and Bank shall accept or deny the late Program Return request at its sole discretion. Company understands and agrees that it is the Participating RDFI's responsibility to provide Bank with the appropriate subcode specifying the nature of each Program Return.
- 4. Program Information.** In accordance with the requirements of the Program Rules, Company understands and agrees that Bank is permitted to share information with NACHA regarding Company's participation in the Program, including but not limited to transaction volumes.
- 5. Indemnification.** Bank shall have no liability for the acceptance of any Program Return in accordance with this Addendum and the ODFI Agreement. 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 its performance of the Program Services.
- 6. Termination.** In addition to the termination provisions contained in the Master Agreement and Service Description, Bank may terminate this Addendum immediately upon notice to Company if it receives notice of termination of the applicable ODFI Agreement.

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.

WellsTAX[®] SERVICE DESCRIPTION

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

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") WellsTAX 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 transfer funds (each, a "Transfer") from its deposit account(s) with Bank (each, an "Account") to pay its federal payroll taxes to the Internal Revenue Service ("IRS") and to pay certain other federal, state or other taxes listed from time to time in the WellsTAX User Guide.
3. **Means for initiating Transfers.** Bank will originate Transfers from Company's Account(s) (each, a "Credit Entry") to third parties' (each a, "Receiver") accounts using the automated clearing house ("ACH") system. All Transfers will be made in accordance with the terms of this Service Description and, where applicable, the Operating Rules of the National Automated Clearing House Association ("NACHA Rules").
4. **Procedures for Initiating Transfers.** Company may initiate Transfers using Bank's *Commercial Electronic Office*[®] ("CEO"[®]) service or a touch-tone telephone. In order to initiate a Transfer, Company must use an access code, user name, password, token and/or other secure protocol (collectively referred to as "Security Credentials").
5. **Security Procedures.**
 - 5.1. Company will manage and control the access to the Service by means of its Security Credentials.

5.2. Company assumes the entire responsibility at all times for the supervision, management, control and confidentiality of its Security Credentials and the fraudulent or unauthorized thereof. Company understands the failure to protect its Security Credentials may allow an unauthorized person or entity to access the Service. Company agrees to develop and put in place internal procedures to limit this risk, including, without limitation, (a) changing the password at least once every 90 days, (b) disabling access for each person who is no longer authorized by Company to access the Service, and (c) protecting the confidentiality of the Security Credentials. Company also agrees to notify Bank immediately if it knows or suspects that the confidentiality of its Security Credentials has been breached.

5.3. Company agrees that all persons or entities employed by Company to prepare, process or transmit Company's Credit Entries to Bank will be deemed Company agents and will be subject to the same requirements as Company under this Service Description, including, among other things, compliance with the Security Procedures and the NACHA Rules.

6. Accuracy of Data. Company will provide to Bank the data and information necessary to enable Bank to inform the government agency or entity to be paid of the payment of the tax within the time period required by any rule or regulation governing the payment. Company authorizes Bank to rely on the accuracy of such data and information furnished by it.

7. Transfer Deadline. Any Transfer initiated on any Business Day (a day on which Bank is open to provide the Service, other than Saturdays, Sundays or federal holidays) after the cutoff hour Bank establishes, or any time on a non-Business Day, will be deemed initiated on the following Business Day. Transfers must be initiated by the applicable deadline ("Transfer Initiation Deadline") as follows: Transfers to a taxing authority must be initiated at least one Business Day prior to the date payment is due to the taxing authority.

8. Authorized Reporting Agent. In performing the Service, Bank is acting as Company's authorized reporting agent. If Company is a taxpayer mandated by federal law to make FTD payments and submit FTD information through the EFT system, Bank will make Company payments as FTD payments and submit Company payment information through the EFT system, regardless of Company's designation to the contrary.

9. Acceptance of Transfer Requests.

9.1. The Security Procedures describe the steps to be taken to attempt to prevent unauthorized Credit Entries. Company agrees to be bound by any Credit Entry authorized or transmitted by Company or made in Company's name and accepted by Bank in good faith and in compliance with the Security Procedures, even if not properly authorized by Company. If Bank takes any actions beyond those described in the Security Procedures in an attempt to detect an unauthorized Credit Entry or to detect errors in the transmission or content of a Credit Entry, Company agrees that no matter how many times Bank takes these actions (a) they will not become part of the Security Procedures; and (b) Bank will not be liable in any situation for failing to take or correctly perform these actions. Without limiting Bank's general right to reject entries or files under the NACHA Rules, Bank may reject any entry or file which does not comply with the requirements in this Service Description, the NACHA Rules or the Security Procedures, or with respect to which payment is not made in accordance with this

Section 9. A request for a Transfer may be delayed or may not be accepted by Bank if the Transfer would exceed the available funds in the Account on the Transfer Initiation Deadline, cause Bank to violate any applicable laws or regulations, or cause Bank to exceed any limitation on its intra-day net funds position established in accordance with Federal Reserve or other regulatory guidelines or violate any other Federal Reserve or other regulatory risk control program. If Bank does not accept a request for a Transfer or must delay making a requested Transfer, Bank will attempt to notify Company.

- 9.2. Company agrees to pay Bank, in immediately available funds, an amount equal to the full amount of the requested Transfer. Each such payment must be received by Bank on the date of initiation, which must be on or before the Transfer Initiation Deadline. Company expressly authorizes Bank to debit the Account for the total amount of such Transfer on the date of initiation.
- 9.3. If Bank rejects a Credit Entry Company has requested, Bank will endeavor to notify Company promptly on or before its scheduled Settlement Date, but Bank will have no liability to Company for any such rejection or for any loss resulting from Bank's failure to provide such notice.
- 9.4. Bank may process Company's Credit Entries either directly or through any mechanism it selects. Company represents and warrants with respect to each Credit Entry that Bank originates for Company that on its Effective Entry Date, on the date it is originated, and on the dates Bank debits the Account for the Credit Entry, (a) each Receiver has authorized the crediting of its account, and (b) each Credit Entry is in all other respects properly authorized. Company agrees to indemnify Bank for any losses, liabilities, costs or expenses Bank suffers or incurs as a result of any breach of these representations and warranties.
- 9.5. Bank will determine the funds transfer system or other third party communications systems and the means by which each Credit Entry will be originated.
- 9.6. Any instruction attempting to restrict Bank's acceptance of Company's Credit Entries or to reverse or delete any Credit Entry must be made in accordance with this Service Description and where applicable, the NACHA Rules. At Company's request, Bank will make reasonable efforts to reverse or delete a Credit Entry, but Bank will have no responsibility for the failure of any other person or entity to comply with Company's request.
- 10. **No Verification of Transfer Requests.** Bank is under no obligation whatsoever at any time to verify any Transfer request, and will have no liability for failing to investigate or verify any Transfer request.
- 11. **Confirmations.** Bank will confirm each Transfer by an entry on Company's account statement that Company will receive at regular intervals (or on any bank information reporting service that Bank provides Company). Company must immediately inform Bank of any Transfer that is incorrect or not authorized by Company.
- 12. **Debits to Accounts for Transfers.** Company hereby authorizes Bank to debit the Account for all Transfers made by Bank from such Account. Company agrees to maintain in each Account at all times good and sufficient funds to cover all Transfers out of such Account. If sufficient good funds are not maintained in an Account to cover fully a Transfer out of such Account, Bank

will have no obligation to perform the Service for Company or to make any Transfer out of such Account for Company even if Company has instructed Bank to do so.

- 13. Amendments and Cancellations of Transfer Requests.** After Bank has made a Transfer, it cannot be canceled, amended or reversed.
- 14. Records, Information and Audits.** Company agrees to determine promptly the accuracy of all records and information regarding the Service or any Transfer delivered by Bank to Company and to notify Bank immediately of any errors in such records or information. Nothing in this Service Description will relieve Company from (a) any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or (b) any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to Company's business.
- 15. Responsibility for Paying Taxes.** Any interruption in the Service will not relieve Company of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and Bank will have no liability to Company for any failure by Company in such circumstances to pay any tax.
- 16. Changes to Information.** Except as provided otherwise in this Agreement, the information on any Set-Up Form can only be changed by delivering a new Set-Up Form to Bank. Each completed Set-Up Form must be sent to Bank.
- 17. Survival.** Sections 9.4. and 10 will survive termination of the Service.

WIRE TRANSFER SERVICE DESCRIPTION

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

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

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

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

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

5.1. **Voice Initiation Method.**

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

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

5.2. **CEO Portal Initiation Method.**

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

5.3. **Direct Origination Initiation Method.**

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https) FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to Bank in Customer's name.

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

5.4. **Payment Manager® Initiation Method.**

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to

Bank in Customer's name.

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

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

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

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

5.6. SWIFT® Initiation Method.

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

5.7. Non-Standard Security Procedure.

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

- 6. Authorization to Pay.** Customer authorizes Bank to (a) execute any Payment Order Bank verifies in accordance with the applicable Security Procedure and (b) debit the account specified in the Payment Order (and if no account is specified, the Account or any other account of

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

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

INTERMEDIARY BANK FUNDS TRANSFER SERVICE DESCRIPTION



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

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

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

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

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

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

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

Wire Transfer Services Customer Setup Form and Agreement

Part I – Setup Information

Treasury Management Customers

Complete Part I and sign as provided in Part III. The information in this setup form and your separate treasury management documents relating to wire transfers govern your use of Wells Fargo's wire transfer service.

All Other Customers (including consumers and non-Treasury Management business customers)

Complete Part I, review the Wire Transfer Services Agreement in Part II, and sign as provided in Part III.

Type of Request: ☐ New ☐ Update Existing Information ☐ Delete Existing Information

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

For additional accounts attach a signed listing with notation of Customer's name and the additional account numbers. Check the appropriate box for each account number to identify the account type.

1) ☐ DDA ☐ G/L	2) ☐ DDA ☐ G/L	3) ☐ DDA ☐ G/L	4) ☐ DDA ☐ G/L
5) ☐ DDA ☐ G/L	6) ☐ DDA ☐ G/L	7) ☐ DDA ☐ G/L	8) ☐ DDA ☐ G/L
9) ☐ DDA ☐ G/L	10) ☐ DDA ☐ G/L	11) ☐ DDA ☐ G/L	12) ☐ DDA ☐ G/L

B. Advice Information (additional fees apply for these services)

For Fax or Email Notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper based service is no longer available to add) ☐ Delete Mail Advice

C. Authorized Callers (people authorized to initiate wires)

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

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

Authorized Callers first & last name	Caller	\$ Limit	Phone Number including area code	Initiation Type [✓] R B
	☐ ADD ☐ DELETE	\$		☐ ☐
	☐ ADD ☐ DELETE	\$		☐ ☐
	☐ ADD ☐ DELETE	\$		☐ ☐
	☐ ADD ☐ DELETE	\$		☐ ☐
	☐ ADD ☐ DELETE	\$		☐ ☐

D. OPTIONAL Verify Callback Service (does not apply to repetitive wires)

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

Verify Orders exceeding: \$ _____

Authorized Approvers first & last name	Approver	\$ Limit	Phone number including area code
	☐ ADD ☐ DELETE	\$	
	☐ ADD ☐ DELETE	\$	
	☐ ADD ☐ DELETE	\$	
	☐ ADD ☐ DELETE	\$	
	☐ ADD ☐ DELETE	\$	
	☐ ADD ☐ DELETE	\$	
	☐ ADD ☐ DELETE	\$	

E. Alternate Account to be Charged for Wire Fees (Available to Business and Wealth Private Banking customers ONLY)

List account only if wire fees are to be assessed to this account for the accounts listed in Part I-A.

☐ DDA ☐ AU and G/L _____

Part II – Wire Transfer Services Agreement

1. Introduction. This Wire Transfer Services Agreement ("Agreement"), along with the account agreement applicable to the account used in connection with the wire transfer services ("Account"), govern your use of Wells Fargo's wire service. With this service, the Wells Fargo customer identified in this Agreement ("you" or "your") can instruct Wells Fargo Bank, N.A. ("Wells Fargo") to transfer funds by wire from the Account ("Order").

2. Security Procedure

2.1. General. You agree to use the security procedure described in this Section ("Security Procedure") when you request an Order (except for an Order delivered to Wells Fargo in person by you or your authorized representative). The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Wells Fargo in compliance with the Security Procedure.

2.2. Voice Initiated Orders. Wells Fargo's standard Security Procedure for a voice-initiated Order consists of confirming the personal identification number ("PIN") accompanying an Order corresponds with a valid PIN assigned to you, and confirming the voice print provided when placing an Order matches the print registered on file for that PIN holder. A PIN and voice print are required for all voice-initiated transfers.

2.3. PIN. Each person authorized to initiate and/or approve Orders for you will be issued a unique PIN. PINs are computer-generated and you cannot choose your own PIN. Wells Fargo employees do not have access to PINs. You agree to safeguard any PIN assigned to you. You must supply the PIN each time you initiate an Order. PINs are issued via a two-part, confidential mailer sent to you. If lost or forgotten, Wells Fargo cannot reconstruct PINs. For your protection, if you suspect a PIN has been compromised, or if an authorized person is no longer authorized, immediately notify Wells Fargo Wire Transfer Services at 888-384-8400. Wells Fargo, in its sole discretion, may cancel or reissue any PIN it believes may have been compromised, including, without limitation, a PIN that has never been acknowledged as having been received and any PIN that has been used by anyone other than the intended authorized user.

2.4. Identify Authorized Persons. You will notify Wells Fargo in writing of the identity of each individual authorized to receive information regarding the Security Procedure. You will promptly notify Wells Fargo in writing of any change in an authorized individual. Your notice will be binding on Wells Fargo if it is received in a time and manner that gives Wells Fargo a reasonable opportunity to act on it. Wells Fargo will be fully protected in relying on your notices.

2.5. OPTIONAL Verify Callback Service. If you select this optional fee-based service by providing the information requested in Section D of Part I, it will become part of your Security Procedure. Wells Fargo will make at least one attempt to telephone an individual authorized to approve wires other than the initiator (an "Authorized Approver") to verify the voice-initiated non-repetitive wire transfer order is authorized when the amount of the wire exceeds the wire transfer order limit designated in Section D of Part I. You may designate a limit up to which an Authorized Approver may authorize an order. A PIN is required to authenticate each Authorized Approver. If Wells Fargo is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.

3. Inconsistency of Name and Number. If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. ***You further acknowledge the beneficiary account number or beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.***

4. Responsibility of Wells Fargo. Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.

5. Additional Actions by Wells Fargo. Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo's sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action.

6. Liability. Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services specified in this Agreement. For Orders subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Wells Fargo will be liable to you only for damages required to be paid under UCC 4A. For Orders not subject to UCC 4A and for other obligations under this Agreement, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing or failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.

7. Indemnification. You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or connected with the performance of any wire transfer service under this Agreement. This indemnification will survive the termination of this Agreement.

8. Cancellation, Amendment, Reversal. An Order will be final and not subject to cancellation, amendment or reversal by you, except Wells Fargo may, at your request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

9. Your Duty to Notify Wells Fargo of Unauthorized Activity. If you identify any discrepancies in your account setup (including repetitive wire transfer templates), please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or that your Account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting that Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.

10. Fees and Taxes. You agree to pay Wells Fargo's current wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request. You also agree to pay amounts equal to any applicable taxes on these wire transfer services (exclusive of taxes based on net income of Wells Fargo).

- 11. Currency.** An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at Wells Fargo's selling rate for exchange in effect on the date the Order is executed by Wells Fargo. If the financial institution designated to receive the funds does not pay the beneficiary specified in the Order and the Order is payable in Foreign Currency, Wells Fargo will not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at Wells Fargo's buying rate for exchange at the time the cancellation of the Order is confirmed by Wells Fargo.
- 12. Term and Termination.** This Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.
- 13. Amendments to Agreement.** Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the wire transfer service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.
- 14. Governing Law; Rules and Regulations.** Our rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.
- 15. Notices; Receipt of Confirmations.** If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.
- 16. Miscellaneous.** Wells Fargo's waiver of any term of this Agreement will not constitute a waiver of any other term or impair any of its rights if you breach this Agreement. You agree not to assign your interest in this Agreement to anyone else. If any provision of this Agreement is determined by a court to be invalid, it will not affect the validity of any other provision. In interpreting this Agreement, the headings will not be considered a substantive part of this Agreement. Unless the context requires otherwise, terms not defined in this Agreement have the meanings, if any, provided in UCC4A. This Agreement and any applicable account agreements constitute our entire Agreement with respect to the matters they cover and supersede all prior oral or written communications between us regarding such matters. In the event of conflict between a provision of this Agreement and any other agreement you may have with Wells Fargo (including without limitation, any account agreement between us), the terms of this Agreement will govern the subject matter of this Wire Transfer Agreement.
- 17. Additional Terms Governing Outgoing Consumer International Wires**
- 17.1. General.** This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, an "Outgoing Consumer International Wire"). This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this Section and a provision in the rest of this Agreement or in the agreement governing your Account, the provision in this Section will control.
- 17.2. Disclosures and Receipts.** Prior to sending an Outgoing Consumer International Wire, Wells Fargo will disclose to you, by telephone, the amount that will be transferred to the Beneficiary, a description of any fees and taxes imposed by Wells Fargo, the total amount of the transaction, the exchange rate to be used, the amount to be transferred in the Foreign Currency, a description of any fees and taxes to be applied by any other person to the extent known by Wells Fargo, and the amount that will be received by the Beneficiary. Wells Fargo will mail a receipt for an Outgoing Consumer International Wire within 30 days after payment is made for the Outgoing Consumer International Wire.
- 17.3. Liability.** Wells Fargo is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, Wells Fargo will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Wells Fargo's agent. In no event shall Wells Fargo have any liability for any indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages.

17.4. Cancellation. You may cancel an Outgoing Consumer International Wire for a full refund within 30 minutes of completing a transaction. To cancel, call the cancellation phone number provided to you at the time of your request.

17.5. Error Resolution. In the event that you believe an error has occurred with respect to an Outgoing Consumer International Wire, you must notify Wells Fargo no later than 180 days after the "Availability Date" (the date when funds will be available to the Beneficiary) disclosed to you by contacting us at 1-888-384-8400 or by mailing Wells Fargo at the address shown in Wells Fargo's then current fee schedule or to such other address as Wells Fargo may from time to time direct. If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

17.6. Governing Law. An Outgoing Consumer International Wire is a "remittance transfer" as defined in Regulation E, Subpart B, and will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of UCC4A, without regard to its conflict of laws principles.

Part III – Agreement and Approval

Customer Approval – Signatures as required by Certificate of Authority or Signature Card.

Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.

Legal Name as it appears on your Account

Customer's Primary Phone No.

Mailing address for PINs and mail advice including City, State, and zip code. (If blank, items will be mailed to address on primary statement mailing address.)

Printed Name of Authorized Signer

Printed Name of Authorized Signer

Signature

Date

Signature

Date

X

X

Bank Approval – Forms submitted without Customer and Banker signatures or older than 90 days will be returned unprocessed.

Customers' 1st ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Customers' 2nd ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC	Document Prepared by & phone # (in case of questions about this setup)	
Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.				
Banker/Officer's Printed Name		Banker/Officer's Signature — Required	Date	
		X		

Once the customer's approval/signature is received on the form, the Banker/Relationship Manager must approve/sign the form, then fax to 866-922-6202, or email to imgwiresetups@wellsfargo.com.

The form must be submitted from a valid Wells Fargo Fax or email address. File copies in your location's record retention file.

INFORMATION REPORTING and IMAGE DELIVERY SERVICE DESCRIPTION

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

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

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

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

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

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

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

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 Company's Funding Account so that the balance in the Funding Account, determined in accordance with the applicable Account Agreement, is sufficient to cover

- (a) either the Total Net Presentment or Company's estimate of the Total Net Presentment, and
- (b) the total of any Debits that have been memo posted to Company's Disbursement Account before the applicable cut off time on the current Business Day as set forth in Bank's Intra-Day Composite Report.

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,

- (c) advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account; or
- (d) 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 the amount advanced by Bank will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).

6. Bank's Obligation to Pay Debits. Bank will have no obligation whatsoever to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time 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(c) 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.

POSITIVE PAY SERVICE DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 13. Bank's Right to Return Checks.** Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.
- 14. Survival.** Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.

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 ZelleSM, 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) 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 Service enables Customer to link each domestic demand deposit account Customer enrolls in the Service ("Account") to one of the options described in Section 4 (each, an "Investment Sweep Option"). Customer may also link Customer's Account to Customer's line of credit with Bank ("Credit Sweep Option"), as described in Section 6. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Customer's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Customer have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Customer may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in Section 5. Additional provisions pertaining to the Investment Sweep Options are set forth in Sections 7 through 11.
3. **Authorization.** Customer appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Customer has elected in the Acceptance.
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 will be swept to an omnibus deposit account at Bank (“Preferred Option Account”). Funds belonging to multiple Bank customers are held in this omnibus deposit account. At the beginning of the next Business Day the entire amount held in Customer’s Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.2. Wells Fargo Stagecoach Sweep Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep Preferred Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep* Repurchase Agreement (“Repurchase Agreement”) Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Preferred Option Account. At the beginning of the next Business Day the entire amount held in Customer’s Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.3. Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep* Repurchase Agreement (“Repurchase Agreement”) Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Customer’s Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.4. Wells Fargo Stagecoach Sweep, Money Market Mutual Fund (“MMMF”) Option.** The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank’s name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Customer’s MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank’s records for Customer.

5. Maximum Investment Amount; Transferable Balance Not Invested; Earnings on Investment Sweep Option.

- 5.1. Maximum Investment Amount.** If Customer has designated a maximum amount for investment in Customer’s Investment Sweep Option (“Maximum Investment Amount”), then the maximum amount invested for Customer on any given Business Day will equal the lesser of the Customer’s Transferable Balance or Maximum Investment Amount. Any portion of Customer’s Transferable Balance that is not invested pursuant to this Section 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 Customer in the ordinary course of business. Any Transferable

Balance not invested pursuant to this Section 5.2 will be held in accordance with Customer's Investment Sweep Option.

5.3. Earnings on Customer's Investment Sweep Option. Bank will handle any earnings on Customer's Investment Sweep Option in accordance with Customer's separate instructions to Bank.

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

7. Provisions Applicable To Each Investment Sweep Option.

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

8. Additional Provisions Applicable to Wells Fargo Stagecoach Sweep Preferred Option.

8.1. Interest. Funds in Bank's Preferred Option Account will bear interest at a variable rate determined by Bank from time to time in its sole discretion. Accrued interest on funds in Bank's Preferred Option Account will be credited to the Account as agreed by Customer and Bank. If Customer has elected to be paid interest on a monthly basis, pending any such payment, Customer's interest accrued each day from the Preferred Option Account will continue to accrue and compound on a daily basis. For advance information about the interest rate on any given Business Day, Customer may contact its relationship manager at Bank.

8.2. Statements. Bank will make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Customer may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.

9. Additional Provisions 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 CUSTOMER'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 CUSTOMER. 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 CUSTOMER.

- 9.1. General.** If Customer has elected an Investment Sweep Option that includes a Repurchase Agreement, then the Master Repurchase Agreement including Annex I between Customer 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.
- 9.2. Purchases and Sales.** In accordance with, and as more particularly described in, the Master Repurchase Agreement, and subject to the limitations described in Section 9.3, Bank will sell to Customer 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 Customer (see Section 9.8).

Subject to Section 9.3 regarding purchase increments, the price of Customer's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. On each Business Day following the sale to Customer of a Fractional Interest, Bank will repurchase that Fractional Interest from Customer at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to $1/360$ of the Pricing Rate, payable at the time agreed by Customer and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Customer. For advance information regarding the Pricing Rate on any given Business Day, Customer may contact its relationship manager at Bank.

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

- 9.3. Purchase Increments.** To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Customer's Fractional Interest in increments of \$100 (with any unused Transferable Balance remaining in the Account).
- 9.4. 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 Customer's Fractional Interest, any Repo Securities designated to Customer as collateral will be released to Bank's account. Bank acts as Customer's agent and in the event of default (i.e., Bank failure), Customer has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Customer under this Repurchase Option.
- 9.5. Right of Substitution.** Bank will not have any right of substitution with respect to the Repo Securities.
- 9.6. 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, Customer will have the security interest described in Section 11.2). In addition, because Customer will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Customer will not be required to maintain margin.
- 9.7. 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 Customer as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Customer. This security interest is described in Section 11.2. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Customer in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Customer will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.
- 9.8. Confirmations and Statements.** Bank will make a daily confirmation available to Customer showing Customer's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period.

10. Additional Provisions Applicable to Wells Fargo Stagecoach Sweep Money Market Mutual Fund Option.

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

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH THE MMMFs SEEK TO PRESERVE THE VALUE OF CUSTOMER’S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING WELLS FARGO FUNDS INCLUDING THE MMMF OPTION CUSTOMER 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 & CUSTOMER, PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR WELLS FARGO FUNDS®. OTHER AFFILIATES OF WELLS FARGO & CUSTOMER 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 & CUSTOMER.

- 10.1. General.** If Customer has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
- 10.2. 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 Customer’s Transferable Balance to the omnibus deposit account at Bank. Customer’s shares of the MMMF (“Investment Balance”) will be held in Bank’s name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Customer’s funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Customer’s Investment Balance is not FDIC insured.
- 10.3. Statements.** Bank will make a periodic statement available to Customer showing the Investment Balance and Customer’s purchases and redemptions of MMMF shares during the statement period. Customer may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.

- 10.4. Termination, Suspension of Service.** Customer's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Customer to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Customer's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
- 10.5. Shareholder Communications.** All shareholder communications with respect to the MMMF will be forwarded to Customer's current address as shown on Bank's records.
- 10.6. Dividend Accruals.** Daily dividend accruals are based on the Investment Balance at the end of each day. If Customer's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.
- 11. 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.
- 11.1. Wells Fargo Stagecoach Sweep Preferred Option.** Funds held on Customer's behalf in Bank's Preferred Option Account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits.
- 11.2. Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** Customer's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Customer's funds used to purchase Customer's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of Customer's Fractional Interest and as an unsecured general creditor to the extent the Repurchase Price exceeded the then-current value of Customer's Fractional Interest.
- 11.3. Wells Fargo Stagecoach Sweep Money Market Mutual Funds Option.** Funds held on Customer's behalf in the omnibus deposit account at Bank are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account in Bank's name at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

MASTER REPURCHASE AGREEMENT

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

This Master Repurchase Agreement ("Agreement") is between Wells Fargo Bank, N. A. ("Bank") and _____, ("Company"). This Agreement is the "Repurchase Agreement" referred to in the Wells Fargo *Stagecoach Sweep*® Service Description, ("Service Description") which supplements the Master Agreement for Treasury Management Services between Wells Fargo and Company. This Agreement is incorporated by reference into the Service Description.

1. Applicability.

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions.

- (a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;
- (b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof
- (c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

- (e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;
- (f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;
- (g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;
- (h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;
- (i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);
- (j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);
- (k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);
- (l) "Pricing Rate", the per annum percentage rate for determination of the Price Differential;
- (m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);
- (n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;
- (o) "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;
- (p) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;
- (q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

- (r) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;
- (s) "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (t) "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination.

- (a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.
- (b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller 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 any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- (c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance.

- (a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer

("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

- (b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).
- (c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.
- (d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.
- (e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).
- (f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments.

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or

Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest.

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer.

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

8. Segregation of Purchased Securities.

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

9. Substitution.

- (a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.
- (b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations.

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default.

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

- (a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

- (b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.
- (c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.
- (d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:
 - (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and
 - (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

- (e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.
- (f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.
- (g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.
- (h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.
- (i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement.

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications.

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in the signature block for such party at the end of this Agreement, or so sent to such party at any other place specified in a notice of change of address hereafter received by the

other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability.

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination.

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law.

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets.

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most

recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

- (c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent.

- (a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.
- (c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections.

The parties acknowledge that they have been advised that:

- (a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;
- (b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the

1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

- (c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Bank

WELLS FARGO BANK, N. A.

Address

Signature:

Name:

Title:

Date:

Company

(Company Name)

Address

Signature:

Name:

Title:

Date:

Annex I
Supplemental Terms and Conditions

Wells Fargo Bank, N. A.

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 20____ (the "Agreement") between Wells Fargo Bank, N. A. ("Bank") and _____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement. This Annex I and the Agreement are part of the *Stagecoach Sweep* Service Description, which is incorporated into the Master Agreement for Treasury Management Services between Bank and Company.

The following terms and conditions hereby supplement and/or modify the Master Repurchase Agreement between _____ and Bank.

1. In cases in which Bank is Seller, Seller and Buyer agree that notwithstanding anything in the Master Repurchase Agreement to the contrary, the transfer and delivery of the Purchased Securities may be accomplished by segregation in bulk of the Purchased Securities together with other securities being held for the benefit of third parties in connection with other repurchase agreements by Bank or its Custodian. On the Repurchase Date the Purchased Securities shall be released to Bank account.

2. The last sentence of Paragraph 3(b) of the Agreement is amended to read as follows:

In the event of any conflict between the terms of such Confirmation and this Agreement, such Confirmation shall prevail.

3. The following 2 paragraphs shall be added to Paragraph 9 of the Agreement:

(c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 am (Eastern time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (Eastern time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after such substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

(d) In the event Seller exercises its right to substitute or terminate under sub-paragraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter into replacement transactions, the loss incurred by Buyer directly

arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 20____ (the "Agreement") between Bank and_____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

WELLS FARGO BANK, N. A.

	_____ (Company Name)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____