



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

| | |
|---|---|
| DATE: | January 1, 2026 |
| CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i> | Lockbox Services |
| CONTRACT NUMBER: | 2730A |
| COMMODITY CODE: | 946.49 |
| CONTRACT PERIOD: | January 1, 2026 through December 31, 2026 |
| RENEWAL OPTIONS: | Five one-year renewals through 2031 |
| USER DEPARTMENT: | Finance |
| Contact Name: | Matt Chafin |
| Phone Number: | 840-501-4805 |
| Email Address: | Cha142@henrico.gov |
| HENRICO COOPERATIVE TERMS INCLUDED: | Yes |
| SUPPLIER: Name: | Wells Fargo Bank, N.A. |
| Address: | 1753 Pinnacle Drive 5 th Floor |
| City, State: | McLean, VA 22102 |
| Contact Name: | Kathleen Bowe |
| Phone Number: | 571-474-4547 |
| Email address: | Kathleen.I.Bowe@wellsfargo.com |
| ORACLE SUPPLIER NUMBER: | 21546 |
| BUSINESS CATEGORY: | Non-Swam |
| PAYMENT TERMS: | Net 45 |
| DELIVERY: | n/a |
| FOB: | n/a |
| BUYER: Name: | Oscar Knott, CPP, CPPO, NIGP-CPP, VCO |
| Title: | Purchasing Director |
| Phone: | 804-501-5649 |
| Email: | Kno008@henrico.gov |

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

**PRICE SCHEDULE – CONTRACT NO. 2687
See Exhibit B of Contract**



COMMONWEALTH OF VIRGINIA

County of Henrico

**Non-Professional Services Contract
Contract No. 2730A**

This Non-Professional Services Contract (this "Contract") entered into this 28 day of January 2025, by Wells Fargo Bank, N.A. (the "Contractor") and the County of Henrico, Virginia (the "County").

WHEREAS the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2730-7EMF, as modified by Addendum No. 1, dated August 16, 2024, and Addendum No. 2, dated August 23, 2024 (the "Request for Proposals"), for Lockbox Services.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be as set forth on the Pricing Matrix attached hereto as Exhibit B. In addition, fees and credits are as follows:

Recoupment Fees: The County will pay a recoupment fee as identified in Exhibit C (fees) in accordance with the following formula:

$$\text{Recoupment Fee}^1 = [(\text{Average monthly ledger balance}^2) \times (0.0001275)]$$

Earnings Credit (ECR): Any fees due to Wells Fargo from the County under the Contract will be offset by a monthly earning credit as provided in this subsection ("Earnings Credit"). The ECR will initially be established at 2.50% for the first month of the Contract and is subject to change thereafter base upon market conditions. ECR is calculated by applying the earnings credit rate to the investable balance available in the County's account.

CONTRACT TERM: The Contract term shall be from February 1, 2025 through December 31, 2025 and may be renewed for six (6) one (1) year periods (January 1-December 31) upon written, mutual agreement between the County and the Contractor.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals, as modified by the Negotiated Modifications attached hereto as (Exhibit A).
3. Pricing Matrix (Exhibit B).
4. Contractor's Best and Final Offer dated October 25, 2024 and email dated November 13, 2024 (Exhibit C).
5. Contractor's Original Proposal dated September 6, 2024, which includes the Contractor's account and service documentation governing the services to be provided within the Scope of Services


(the "Service Documentation") (Exhibit D), as modified by the Negotiated Modifications attached as Exhibit A.

6. The Scope of Services included in the Request for Proposals, as modified by the Negotiated Modifications attached as (Exhibit A).

All exhibits listed above are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Wells Fargo Bank, N.A.
1753 Pinnacle Drive, 5th Floor
McLean, VA 22102



Signature

Kathleen Bowe, Executive Director

County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775




Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO
Purchasing Director

01/30/2025

APPROVED AS TO FORM



1-30-25

Assistant County Attorney

EXHIBIT A

NEGOTIATED CHANGES TO CONTRACT NO. 2730A
BETWEEN COUNTY OF HENRICO, VIRGINIA, AND WELLS FARGO BANK, N.A.

Section II. **SCOPE OF SERVICES** of the Request for Proposals shall be revised as follows:

1. Subsection L. Confidentiality shall be deleted in its entirety and replaced with the following:

“1. The Contractor agrees that all work papers, schedules, printouts, computer data in whatever form and other materials furnished by the County, received and used by the Contractor (collectively “Materials”) in fulfilling its contractual obligations shall remain or become the property of the County.

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

- (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Contractor;
 - (b) to (i) the Contractor’s Representatives (including, without limitation, all other banks and companies affiliated with the Contractor, and their legal counsel, auditors, and other professional advisors retained by the Contractor or its affiliates who need to know the Confidential Information), and (ii) any rating agency of the Contractor, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Contract;
 - (c) required by law or legal process in the opinion of Contractor's Representatives;
- or
- (d) otherwise authorized in writing by the County.

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

2. The following sentence shall be added to the end of Paragraph 1. of Subsection M. Records Destruction:

“The Contractor will use commercially reasonable efforts to destroy all copies of the Confidential Information then in the possession of the Contractor or any of its representatives, provided, however, that the Contractor may retain such copies as are required by applicable law or in accordance with its customary practices and procedures. (Confidential Information so retained shall continue to be held as Confidential Information under the terms of this Contract).”

Section V. **GENERAL CONTRACT TERMS AND CONDITIONS** of the Request for Proposals shall be revised as follows:

1. The following sentence shall be added to the end of Subsection A. Annual Appropriations:

“Notwithstanding the foregoing, the County shall pay Contractor all services received by the County at the prices set forth herein, unless otherwise agreed by the parties in writing. In no event shall this be interpreted as an incurrence of debt restricted by the Constitution of Virginia.”

2. The following sentence shall be added to the end of Subsection B. Award of the Contract:

“However, the Contractor may assign the Contract without consent in connection with a merger, acquisition or corporate restructuring involving the Contractor.”

3. Subsection E. Controlling Law and Venue shall be deleted in its entirety and replaced with the following:

“E. Controlling Law and Venue; Waiver of Jury Trial. The Contract, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the applicable federal laws of the United States and the laws of the State of Virginia. Any dispute arising out the contract, its interpretations, or its performance shall be litigated in a state court in Henrico County, Virginia or in the United States District Court for the Eastern District of Virginia, Richmond Division. EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE SERVICES.”

4. Paragraph 2.d. of Subsection F. Termination by County shall be deleted in its entirety and replaced with the following:

“d. The County shall pay Contractor for all services received by the County through the date of termination at the prices set forth herein, unless otherwise agreed by the parties in writing.”

5. Reserved.

6. Paragraph 3.c. of Subsection F. Termination by County, shall be deleted in its entirety and replaced with the following:

“c. The County shall pay the Contractor for all services received by the County through the date of termination at the prices set forth herein, unless otherwise agreed by the parties in writing.”

7. The following new Paragraph 4. shall be added to Subsection F. Termination by County:

“4. Notwithstanding the above, the Contractor may terminate the Contract or any particular service in accordance with the Service Documentation.”

8. Reserved.

9. Reserved.

10. Subsection K. Antitrust shall be deleted in its entirety.

11. Subsection L. Testing and Inspection shall be deleted in its entirety and replaced with the following:

“The County shall have the right to audit relevant records with reasonable prior notice during normal business hours in accordance with the Contractor’s policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.”

12. The following language shall be added to the end of Subsection M. Assignment of Contract:

“However, the Contractor may assign the Contract without consent in connection with a merger, acquisition or corporate restructuring involving the Contractor.”

13. Subsection N. Indemnification shall be deleted in its entirety and replaced with the following:

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

14. Paragraph 1 of Subsection Q. Offeror's Performance shall be deleted in its entirety and replaced with the following:

“1. The Contractor agrees and covenants that it will perform its obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in the Contractor's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) the Contractor's Service Documentation.”
15. Subsection R. Ownership of Deliverable and Related Products shall be deleted in its entirety.
16. Paragraph 2 of Subsection S. Records Retention and Audits shall be deleted in its entirety and replaced with:

“2. County personnel may perform in-progress and post-audits of the Contractor's relevant records with reasonable prior notice during normal business hours in accordance with the Contractor's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.”
17. Subsection V. Subcontracts shall be deleted in its entirety and replaced with the following:

“An arrangement or agreement between the Contractor and a vendor or other third party that is not limited to the services provided to the County under this Contractor and under which such vendor or other third party assists or may assist the Contractor in providing services or products to its customers generally shall not be considered a "subcontract", "assignment" or "delegation" of work or services for purposes of this Contract. In the event the Contractor uses such a vendor or third party to provide the services to the County under this Contract, the Contractor shall remain fully responsible to the County for the performance of all of its obligations under this Contract including those performed by such vendor or third party.”
18. Subsection Y. County License Requirement shall be deleted in its entirety.
19. The first sentence of Subsection Z. Environmental Management shall be deleted and replaced with the following:

“The Contractor agrees and covenants that it will perform its obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in the Contractor's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) the Contractor's Service Documentation.”
20. The first sentence of Subsection AA. Safety shall be deleted and replaced with the following:

“The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standard relating to safety and health, including by way of illustration and not limitation, the standards of the Virginia Occupational Safety and health Administration for the banking industry.”

21. Paragraph 3. of Subsection AA. Safety shall be deleted in its entirety.
22. Paragraph 1 of Subsection CC. Payment Clauses Required by Va. Code Section 2.2-4354 shall be deleted in its entirety.
23. Paragraph 2. of Subsection DD. Contract Period shall be deleted and replaced with the following:
“Upon mutual agreement of the parties in writing, the Contract may be renewed for six (6) additional one-year periods at a price not to exceed the previous year’s prices unless written approval is given by the Purchasing Director.”
24. The first sentence of Subsection FF. Occupational Safety & Health Policy Statement shall be revised to read as follows:
“The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards for the banking industry.”

Edits to Service Documentation, *Commercial Account Agreement*

1. The “Resolving disputes through arbitration” provision (pages 3-4) is deleted in its entirety.
2. Any references to the Arbitration Agreement, arbitration, or an arbitration award are deleted.
3. To the extent that the Commercial Account Agreement contains requirements for Customer to indemnify, defend, or hold harmless Wells Fargo or any entity or person for any act or omission of the Customer, such requirements are hereby amended to provide that Customer shall reimburse Wells Fargo, rather than indemnify, defend, or hold harmless Wells Fargo, as long as such contractual reimbursement obligations are not expressly prohibited by Virginia law.

Edits to Service Documentation, *Check Collections Service Description*

1. To the extent that the Check Collections Service Description contains requirements for Customer to indemnify, defend, or hold harmless Wells Fargo or any entity or person for any act or omission of the Customer, such requirements are hereby amended to provide that Customer shall reimburse Wells Fargo, rather than indemnify, defend, or hold harmless Wells Fargo, as long as such contractual reimbursement obligations are not expressly prohibited by Virginia law

Edits to Service Documentation, *Master Agreement for Treasury Management Services*

1. The last paragraph of Sec. 7, Confidential information (“You will notify us immediately . . .”), is deleted in its entirety and replaced with the language: “You will notify us promptly if you know of or suspect any unauthorized disclosure, possession, use, or knowledge of any Confidential Information. You will also reimburse us for injury caused to us as a result of the Unauthorized Use to the extent such reimbursement is not expressly prohibited by Virginia law.”
2. To the extent that the Master Agreement for Treasury Management Services contains requirements for Customer to indemnify, defend, or hold harmless Wells Fargo or any entity or person for any act or omission of the Customer, such requirements are hereby

amended to provide that Customer shall reimburse Wells Fargo, rather than indemnify, defend, or hold harmless Wells Fargo, as long as such contractual reimbursement obligations are not expressly prohibited by Virginia law.

3. Sec. 13, Arbitration agreement, is deleted in its entirety. Any other references to arbitration are deleted.
4. Sec. 14, Jurisdiction, is modified by deleting “Borough of Manhattan, New York City, in the State of New York or the federal courts located there” and replacing it with “County of Henrico, Virginia, in the Commonwealth of Virginia or the federal courts located in Richmond, Virginia.”

Edits to Service Documentation, *Lockbox Service Description*

1. To the extent the Lockbox Service Description contains requirements for Customer to indemnify, defend, or hold harmless Wells Fargo or any entity or person for any act or omission of the Customer, such requirements are hereby amended to provide that Customer shall reimburse Wells Fargo, rather than indemnify, defend, or hold harmless Wells Fargo, as long as such contractual reimbursement obligations are not expressly prohibited by Virginia law.

Additional Charges : List any additional cost to provide the services of the RFP below. i.e. implementation, maintenance fee etc.

| | | Unit Price |
|--|-------------------------------------|------------|
| ACH Fraud Filter | | |
| 251050 | ACH FRAUD FILTER REVIEW MO BASE | 10.0000 |
| 251050 | ACH FRAUD FILTER STOP MTHLYBASE | 10.0000 |
| 251050 | ACH BLOCK/FRAUD FILTER STOP BASE | 10.0000 |
| 251052 | ACH FRAUD FILTER STOP - ITEM | 1.0000 |
| 251053 | ACH FRAUD FILTER REVIEW - ITEM | 1.0000 |
| ACH Origination | | |
| 250703 | ACH SUBSCRIPTION - ACCOUNT | 5.0000 |
| 250703 | ACH SUBSCRIPTION - ITEM | 0.5000 |
| 400342 | ITEM DETAIL INQUIRY/HYPERLINK | 1.5000 |
| ACH Receive | | |
| 250220 | ACH RECEIVED ADDENDA | 0.0100 |
| 250202 | ACH RECEIVED ITEM | 0.2500 |
| Account Reconciliation | | |
| 200020 | ARP MONTHLY BASE - PARTIAL | 20.0000 |
| 200306 | ARP OPTIONAL REPORTS | 5.0000 |
| 200310 | ARP PAPER STATEMENT/REPORT DELIVERY | 25.0000 |
| 200310 | ARP PAPER STMT/REPORT MONTHLY BASE | 0.0000 |
| 200306 | ONLINE ARP STMT & RPTS MONTHLY BASE | 10.0000 |
| 200201 | ONLINE CHECK ISSUES-ITEM | 0.2000 |
| 209999 | ARP AGED ISSUE RECORDS ON FILE-ITEM | 0.0100 |
| Branch Services | | |
| 150500 | WF CHK CASHED FOR NONACCT HOLDER | 7.5000 |
| 100006 | BRANCH DEPOSIT | 6.0000 |
| Controlled Disbursement | | |
| 150000 | CONT DISB ACCT MAINT W/CXSTR | 50.0000 |
| 010101 | CONT DISB CREDITS POSTED | 0.2500 |
| 150700 | ONLINE CONT DISB SUBSCRIPTION BASE | 0.0000 |
| 150110 | CONT DISB CHECKS PAID | 0.0800 |
| 150220 | CONT DISB CASHED CHECK-FLOAT FEE | 0.2000 |
| 150300 | CONT DISB MICR REJECTS >1% THRU 2% | 0.8000 |
| 150300 | CONT DISB MICR REJECTS OVER 2% | 1.7500 |
| Desktop Deposit Electronic Dep Serv | | |
| 400058 | DESKTOP DEPOSIT MONTHLY BASE | 15.0000 |
| 010101 | DESKTOP DEPOSIT-DEPOSIT CREDITED | 0.5000 |
| 100224 | DESKTOP DEPOSIT-DEPOSITED ITEM | 0.0600 |
| 400272 | DESKTOP DEPOSIT REPORT PER ITEM | 0.0500 |
| 151352 | DESKTOP DEPOSIT IMAGES RETRIEVED | 0.5500 |
| 100224 | WF ELEC DEPOSIT-DEPOSITED ITEM FRB | 0.0400 |
| 100230 | ELECTRONIC DEPOSIT - DEP ADJUSTMENT | 15.0000 |
| EDI Reporting | | |
| 330000 | ONLINE EDI PMT DETAIL SUBSC MO BASE | 0.0000 |
| 300225 | ONLINE EDI PMT DETAIL - ITEM | 0.3500 |
| 300225 | ONLINE EDI PMT DETAIL-ADDENDA ITEM | 0.1800 |
| General Account Services | | |
| 010100 | DEBITS POSTED | 0.1000 |
| 250201 | ELECTRONIC CREDITS POSTED | 0.1000 |
| 100015 | MISCELLANEOUS CREDITS POSTED | 0.6500 |
| 151399 | DDA STATEMENT W/IMAGE CLASSIC-ITEM | 1.0000 |
| General Disbursement Services | | |
| 150240 | PYMT AUTH MAX CHECK MTHLY BASE | 5.0000 |
| 159999 | CHECKS RETURNED W/STATEMENT-ITEM | 0.4000 |
| 150100 | DDA CHECKS PAID | 0.3500 |

EXHIBIT C

| | | | |
|--------|--|----------|--|
| 150412 | STOP PAYMENT - AUTO RENEWAL | 3.0000 | |
| 150410 | STOP PAYMENT - ONLINE | 8.0000 | |
| 150300 | MICR CHECK REJECTS >1% THROUGH 2% | 0.8000 | |
| 150300 | MICR CHECK REJECTS OVER 2% | 1.7500 | |
| | Image Delivery | | |
| 40034Z | ONLINE SEARCH | 0.7500 | |
| 151352 | IMAGE VIEW > 90 DAYS - ITEM | 3.5000 | |
| 151352 | IMAGE VIEW < 90 DAYS - ITEM | 3.5000 | |
| | Incoming Wire Transfers | | |
| 350300 | WIRE IN TO USA ACCT-USA DOMESTIC | 0.5000 | |
| 350330 | WIRE IN REPAIR | 9.0000 | |
| | Information Reporting | | |
| 400055 | INTRADAY BASE PER ACCT PER REPORT | 25.0000 | |
| 400275 | INTRADAY REPORTING ITEMS RPTD | 0.3000 | |
| 400052 | PREV DAY BASE PER ACCT PER REPORT | 25.0000 | |
| 400425 | PREV DAY REPORTING ITEMS LOADED | 0.1800 | |
| 40005Z | BASIC BANKING BASE PER ACCOUNT | 20.0000 | |
| 40022Z | ALERTS SERVICE - EMAIL | 0.0000 | |
| 400425 | PREMIUM INFO RPTG BASE PER ACCT | 130.0000 | |
| 400055 | REPORTING ITEMS LOADED | 0.0300 | |
| | Paper Checks Deposited | | |
| 100224 | DEPOSITED CHECK | 0.3700 | |
| | Positive Pay | | |
| 150122 | PAYEE VALIDATION STANDARD-ITEM | 0.0350 | |
| 150724 | POSITIVE PAY EXCEPTION-ONLINE IMAGE | 2.0000 | |
| 150310 | POS PAY CHECKS WITH NO ISSUE RECORD | 0.5000 | |
| 150222 | POSITIVE PAY EXCEPTION CHECKS RETND | 20.0000 | |
| 150310 | POSITIVE PAY EXCEPTIONS - ITEM | 0.0000 | |
| 150120 | POSITIVE PAY ONLY - ITEM | 0.0800 | |
| 150030 | POSITIVE PAY ONLY MONTHLY BASE | 75.0000 | |
| 150299 | PAYEE VALIDATION MANUAL REVIEW/ITEM | 0.2500 | |
| | Receivables Manager | | |
| 330101 | RECEIVABLES MANAGER MONTHLY BASE | 50.0000 | |
| 300210 | RMGR ITEM CHK AND OTHER ELECTRONIC | 0.0750 | |
| | Returned Items | | |
| 100401 | RETURN ITEM SPECIAL INSTRUCTIONS | 0.2500 | |
| 100416 | RETN ITEM SUBSCRIPTION PER ITEM | 2.5000 | |
| | Wholesale Lockbox | | |
| 050140 | LBX WL BATCH IMAGE RETRIEVAL | 0.0100 | |
| 05031Z | LBX TIR REPORT PER ITEM | 0.0200 | |
| 050211 | LBX WT MANUAL MAIL OPENING | 0.0700 | |
| 050412 | LBX COURIER DELIVERY PER PACKAGE | 9.0000 | |
| 05011A | LBX DOCUMENT PHOTOCOPIES RETURNED | 0.1500 | |
| 050122 | LBX WT SCANNABLE PAYMENTS PROCESSED | 0.1250 | |
| 050410 | LBX USPS DELIVERY PER PACKAGE | 3.5000 | |
| | Wires Origination and Reporting | | |
| 40022Z | WIRE TRANSFER REPORT BASE | 0.0000 | |
| 350100 | WIRE OUT DOMESTIC VANTAGE/API | 5.0000 | |
| 40083Z | WIRE TEMPLATE ONLINE | 0.0000 | |
| 400274 | WIRE TRANSFER RPRT PER ITEM | 0.0000 | |
| 359999 | WIRE RISK | 0.0000 | |
| 350560 | WIRE INVESTIGATION | 65.0000 | |
| 350541 | WIRE OUT REPAIR | 9.0000 | |
| | Mobile & API Solutions | | |
| 99TTTT | API MONTHLY FEE | 250.0000 | *This will only be charged upon implementaiton of API. |
| | Setup Charges | | |

EXHIBIT C

| | | |
|--------|------------------------------------|--------|
| 251001 | ACH FRAUD FILTER - SET UP | WAIVED |
| 359999 | WIRE ACCOUNT ADD VANTAGE/API | WAIVED |
| 300505 | ONLINE TREAS INFO REPORT EDI SETUP | WAIVED |

| | | |
|--------------------|---------------------------------|---------------|
| | Total additional charges | 929.63 |
| Grand Total | | 17,806.57 |

Falcone, Eileen

From: Bowe, Kathleen L. <Kathleen.L.Bowe@wellsfargo.com>
Sent: Wednesday, November 13, 2024 9:23 AM
To: Falcone, Eileen
Subject: Lockbox
Attachments: Wells Fargo Tab 10 - Exceptions.docx

Good morning Eileen,

It was nice speaking to you yesterday! We are thrilled that the County intends to award its lockbox contract to Wells Fargo. This is an important relationship for us, and we are looking forward to continuing to support the County.

As we discussed, attached is the Word version of our Tab 10 – Exceptions. I have engaged our attorney to provide requested changes to the terms where we noted a desire to negotiate but did not provide language.

I also reviewed our proposal and see we mention Recoupment in our pricing cover letter but did not include that on our Pricing Matrix. Thank you for noting that and giving me the opportunity to clarify that. We charge \$0.1275 for Recoupment, which is unchanged from what we charge today. I apologize for the oversight.

Thank you,
Kathleen

Kathleen Bowe, Executive Director

Relationship Manager
Government & Institutional Banking

Wells Fargo | 1753 Pinnacle Drive, 5th Floor | McLean, VA 22102
Direct: 571-474-4547 | Kathleen.L.Bowe@wellsfargo.com

For the categories of personal data that Wells Fargo may collect and how we use it, see the Wells Fargo California Consumer Privacy Act Notice at Collection at <https://www.wellsfargo.com/privacy-security/notice-of-data-collection/>.
See additional Wells Fargo privacy notices at <https://www.wellsfargo.com/privacy-security/>.



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

RFP 24-2730-7EMF
LOCKBOX SERVICES
Questions after Orals
October 25, 2024

Wells Fargo

To help answer questions the committee has after your presentation we are providing the following additional information about how we use the tax returns filed through both wholesale lockboxes:

1. Staff review returns and manually key tax basis information (gross receipts, deductions, etc.) into our billing system
 - a. Any payments are applied to the account
 - b. A bill or license is generated for the customer
 - c. Staff also use the returns to make updates to the address or contact information
 - d. Envelopes with postmarks are used to determine if the filing/payment is late
 - e. Once the return is keyed, the keyer dates and initials the return, and notes any changes on the return
2. Keyed returns are batched for validation
 - a. Business licenses are validated by comparing to a printed business license/bill prior to mailing the license/bill
 - b. Business personal property and meals tax returns are validated by comparing to information presented in our billing system
 - c. Errors are given to the staff that keyed the return for correction
 - d. Correct returns are initialed by the validating staff
3. Large business personal property returns are reviewed by auditors
 - a. Auditors research the attached asset lists and compare them to what is filed on the return
 - b. Errors are corrected and noted on the return
 - c. Correct returns are initialed by the reviewer
4. Completed returns are imaged and archived for the required retention period

Questions:

1. During the interview, you mentioned that your staff could photocopy scanned images and send them to us.
 - a. What sized paper would be used for the outputs? **8.5 x 11**
 - b. Would this vary with the size of the images (our business returns are 8.5X11 and our meals tax returns are smaller) **8.5 x 11 paper would be used for all photocopies**
 - c. What resolution would be used for the printed copies? **Our standard is 200 DPI image capture. You have the option to upgrade to 300 DPI, though this resolution is necessary if you intend to automate processes on your end to lift data from those images. 300 DPI is not used for paper returns.**
 - d. Would the batches with payments be separated from those without payments? **Yes. All transactions would be printed in the batches they are processed in, matching the output that you would view through our**

website. This would mean that transactions with checks would be printed and stacked together, and batches without checks would be printed and stacked together.

If not, is there a way to separate them?

2. Could we download the batch images from your system? Yes, you can easily pull images of batches of transactions, or one transaction at a time, from our portal. Images are available for you to view and print for 7 years.

a. If so, please elaborate on the process our staff would use. Staff members would select the transactions they need to generate images of and choose to print or download selected images directly from the Vantage portal.

| <input type="checkbox"/> | <input type="checkbox"/> | Status | Transaction Total | Deposit Date | Batch Number | Check Number | Check Amount | Site |
|-------------------------------------|-------------------------------------|---------------------------|-------------------|--------------|--------------|--------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | | 27,208.70 USD | 02/17/20XX | 400 | X232 | 27,208.70 USD | LA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reviewed | 27,208.70 USD | 01/20/20XX | 400 | X232 | 27,208.70 USD | LA |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | | 2,191.86 USD | 02/17/20XX | 600 | X215 | 2,191.86 USD | LA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reviewed | 2,191.86 USD | 01/20/20XX | 600 | X215 | 2,191.86 USD | LA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reviewed Note Attached | 1,642.98 USD | 02/17/20XX | 400 | X216 X200 | 860.70 USD 782.28 USD | LA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reviewed Note Attached | 1,642.98 USD | 01/20/20XX | 400 | X216 X200 | 860.70 USD 782.28 USD | LA |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | | 815.01 USD | 02/17/20XX | 600 | X202 | 815.01 USD | LA |
| <input type="checkbox"/> | <input type="checkbox"/> | | 815.01 USD | 01/20/20XX | 600 | X202 | 815.01 USD | LA |
| <input type="checkbox"/> | <input type="checkbox"/> | | 687.21 USD | 01/20/20XX | 400 | X217 | 687.21 USD | LA |
| <input type="checkbox"/> | <input type="checkbox"/> | | 168.98 USD | 02/17/20XX | 400 | X231 | 168.98 USD | LA |

2 transactions selected, containing 4 items

[View Images](#) [Mark as Reviewed](#) [Print](#) [Download](#)

Images

1 to 2 of 2 images

Item 1 Check

Adjust Image [Download](#)

Item 2 Invoice

b. If we needed to print the images, could we print the entire batch at one time (instead of printing each item individually)? Yes, you have the option to print an entire batch or a single transaction at a time.

3. On page 8 of your presentation (Lockbox locations) you show Charlotte, NC. Given the USPS challenges with Atlanta, can you advise why CLT would not be a better location? Reminder that prior to July 2020, Henrico was assigned CLT for Lockbox services.

We acknowledge the USPS mail delivery issues that have occurred in Atlanta, including those created by the new sorting facility in Atlanta and those caused by fraud rings which have since been shut down by federal authorities. Our leadership in lockbox operations maintains close communication with the USPS, and we have noted recent improvements in Atlanta. Because the issues with the U.S. mail system are ubiquitous and could occur in any region, we would not recommend moving a client's lockbox based on a specific USPS incident.

That said, you have the option to open a lockbox at any site in our network. As you noted, Wells Fargo had previously planned to close our Charlotte, NC lockbox site, and we migrated existing lockboxes from Charlotte to Atlanta at this time. We have since changed plans and maintained our lockbox site in Charlotte. If you are interested in potentially migrating your lockboxes to Charlotte or to another site in our network, we are happy to discuss the transition process and help you decide if you wish to proceed.

4. On page of your presentation 10 you talk about capturing images (Business License as an example) and delivering directly to our internal application(s). Are you committing that the image files would be segregated by custom or accounts and that the image filename would contain meaningful information (account) which would aid in the imaged documents being properly handled by Henrico once received?

Image File Import (IFI) does not allow for customization in terms of accompanying / supporting data with the images provided in the file. They are segregated by lockbox. Correspondence only items are separated by batch and is segregated by batch # within IFI.

Attached is our Image File reference guide, which helps to explain the structure and formatting of the image files we can generate and deliver to you through various channels. All data captured by Wells Fargo for your lockboxes would be included in the image files, as well as index information so that images can be properly routed & saved within your system.

5. Submit your best and final pricing.

The pricing matrix we submitted to Henrico County with our proposal represents Wells Fargo's best and final pricing. In recognition of our longstanding relationship, we would also like to offer a three-month fee waiver upon award of a new contract.

Image File Import service

Reference Guide for Lockbox items

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About the Image File Import Lockbox service

About this guide

This guide describes how to use the Image File Import service to download images and data for lockbox items. When using the Image File Import service to download other types of items, refer to the Image File Import Reference Guide.

Image File Import service overview

The Image File Import service allows you to download images and data for lockbox items, including:

- Check data and images.
- Invoice data.
- Images for “white paper” items, which can include envelopes, invoices, correspondence, and other items enclosed with a check.
- Value-added keying (VAK) field data. This information is manually entered as items are processed. VAK fields are an optional feature.

You can receive your images and data the following ways:

- In a zip file which contains image files and a transaction data file. You can use the transaction data in a variety of applications, and you can use the image files in your company’s image archive system.
- As a PDF file which contains both the transaction data and images (batch-by-batch file option only). You use Adobe Acrobat to open PDF files.

Batch-by-batch versus consolidated files

You receive your Image File Import files using one of the following options:

- Batch by batch. With this option, the system generates files throughout the day as transactions are received and processed.
- Consolidated. With this option, the system combines all transactions for the day into a singlefile.

The following table lists the features of each option.

| Feature | Batch by Batch | Consolidated |
|-----------------------------------|---|--|
| File Type* | Zip or PDF. Zip files include a transaction data file and image files. | Zip only. Zip files include a transaction data file, value-added keying (VAK) file, and image files. Zip files are fixed-length, space delimited. |
| File availability | Same-day, usually within two hours after deposit processing. | By 7:00 a.m. Eastern Time the day after deposit processing. |
| Value-added keying (VAK) fields** | Four standard fields (invoice amount, invoice number, remitter name, and check date) and one custom field. Included in transaction data file. | Up to 99 custom fields Included in separate VAK file (fields.dat). The fields.dat file is not included if there is no VAK data for the items in the associated transaction data file. |
| Multi-page TIFF images | Not available. | Available if image type is black-and-white TIFF. |
| Multiple lockboxes per file | Not available. | Available if image type is black-and-white TIFF. |
| Image file naming | Not available. | Image file names can be short or long. Long file names include the deposit date and lockbox number in the file name, and all files are extracted to the same location. Short file names do not include the deposit date and lockbox number in the file name and can be extracted into separate subfolders by date and lockbox. |
| Null file | Not available. | If there are no items to report, the zip file contains a single file named nodata.dat (referred to as a null file). |

*Although batch-by-batch and consolidated can both be delivered as zip files, they are two different file layouts. Refer to the appropriate section of this guide for details.

** VAK data is always included in batch-by-batch files when keyed at the site. VAKdata is only included in consolidated files if specifically selected for inclusion during enrollment.

Programming for the Consolidated zip format with VAK should allow for VAK to be in any order, and VAK labels will not be included in the fields.dat file when there is no data.

Requirements

Using the Image File Import service requires the following:

- If you receive your images in zip files, use an archive system to store and retrieve images. You import the images and data into this system.
- If you receive your images and data in PDF files, use Adobe Acrobat to open PDF files.

Downloading your files

For a description of how to download your files, refer to the transmission documentation provided during implementation.

Important: Download files to a location on your local computer or network **before** attempting to open them. If you attempt to open a file directly from the transmission system, the file will not open properly.

File availability

Batch-by-batch files are available on a same-day basis, usually within two hours after deposit processing for an account. On published Federal Reserve holidays, retrieve your IFI files the business day following the holiday. Your files will contain information for the business day before the holiday.

Consolidated files are available by 7:00 a.m. Eastern Time the next business day after deposit processing.

Image types

Each transaction includes a check image and any related images, which may include an invoice, remittance, envelope, or other white paper items, such as correspondence. Each image is in one of the following formats:

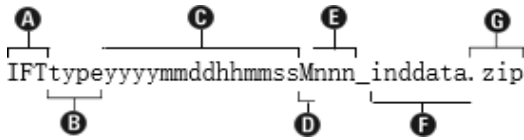
- Black-and-white TIFF
- Color JPEG

Note: Some restrictions apply regarding availability of color JPEG images. Contact your bank representative for more information.

File naming conventions

Batch-by-batch files

For **batch-by-batch files**, zip files use the following naming convention.

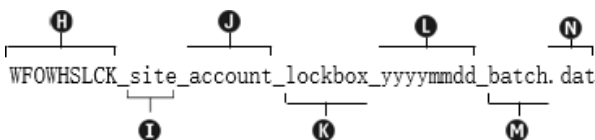


| Item | Description |
|----------|---|
| A | Always IFT for Image File Import files. |
| B | Will be one of the following to indicate the type of items in the file. SLBW Regularly scheduled lockbox items file. This file includes new items only, and the Action field* is A (add) for all records in the transaction data file. ALBW Specially requested (ad-hoc) lockbox items file. This file includes new items only, and the Action field* is A (add) for all records in the transaction data file. RLBW Re-sent lockbox items file. This file is used to replace or delete a previously sent batch. If replacing a batch, the Action field is C (change) for all records in the transaction data file. If deleting a batch, the transaction file includes one record with the Action field* set to D (delete). * See more information about the Action field in the Batch-by-Batch Transaction Data Record Specification . |
| C | File creation date and time. |
| D | Indicates the type of file. Always M . |
| E | Three-digit identifier used to ensure unique file names. |
| F | Independent data. For zip files, this is the batch number. |
| G | File name extension. Always .ZIP . |

The following is an example of a zip file name:

IFTSLBW20130415080153M001_1.ZIP

Transaction data files within a batch-by-batch zip file use the following naming convention.

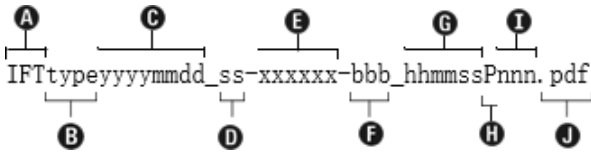


| Item | Description |
|----------|---|
| H | Always WFOVHSLCK for lockbox data files. |
| I | Site ID associated with the Lockbox Operations Center. |
| J | Account number for the Wells Fargo account used to deposit the items. |
| K | Lockbox number. |
| L | Processing date. |
| M | System -generated batch number assigned to a group of transactions. |
| N | File name extension. Always .dat . |

The following is an example of a transaction data file name:

WFOWHSLCK_SF_4XXX999999_1234_20130415_1.dat

PDF files use the following naming convention.



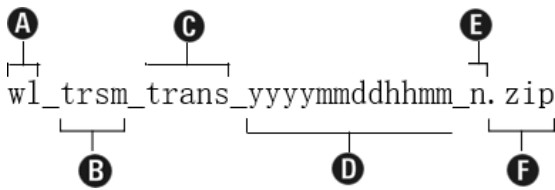
| Item | Description |
|----------|--|
| A | Always IFT for ImageFile Import files. |
| B | Will be one of the following to indicate the type of items in the file. SLBW Regularly scheduled lockbox itemsfile. ALBW Specially requested (ad-hoc) lockbox items file. RLBW Re-sent lockbox items file. |
| C | File creation date. |
| D | Site ID associated with the Lockbox Operations Center. |
| E | Lockbox number. |
| F | System-generated batch number. |
| G | File creation time. |
| H | Indicates the type of file. Always P . |
| I | Three-digit identifier used to ensure unique file names. |
| J | File name extension. Always .pdf . |

Here is an example of a PDF file name:

IFTSLBW20130415_SF-1234-1_080153P123.pdf

Consolidated files

For consolidated files, zip files use the following naming convention.



| Item | Description |
|----------|---|
| A | Always wl . |
| B | Always trsm . |
| C | Transmission ID. Usually the lockbox number or lockbox group name. |
| D | File creation date and time. |
| E | Transmission file ID. May not be included, depending on your setup. |
| F | File name extension. Always .zip . |

The following is an example of a consolidated zip file name:

wl_trsm_987654_20XX09281117_1.zip

Recreated or ad hoc files include an “R” after the timestamp. **Example** with numeric file naming:

wl_trsm_12345_20XX07240326R_1.zip

Transaction data files within a consolidated zip file use the file name **images.dat**. If there are no transactions to report, the file will contain only a **nodata.dat** file.

If your company receives optional value-added keying (VAK) files, they use the file name **fields.dat**.

Batch-by-batch files

Overview

This section describes the transaction data files included within a zip file using the batch-by-batch option. With the batch-by-batch option, you can also receive data in PDF format as described in [PDF files](#).

File records

For batch-by-batch files, each transaction data file is organized into records. Each transaction data file can include the following types of records.

- Check records, which include check information and pointers to identify check images. A transaction can include one or multiple check records.
- Invoice records, which include invoice information associated with a check that is input at the lockbox site. A transaction can include zero, one, or multiple invoice records.
- White paper records, which identify the check associated with the item and include pointers to identify images of white paper items. White paper items include invoices, remittance, correspondence, envelopes, or any other paper documentation included with the check. A transaction can include zero, one, or multiple white paper records.

As shown in the [sample transaction data files](#), transactions can include various combinations of these records.

Important points regarding invoices

- Invoice records contain invoice data only. Invoice records are associated with a transaction and do not include pointers to invoice images.
- Invoice images are only provided if a copy of the invoice is included with the check.
- If a copy of an invoice is included with the check, it is considered a white paper item, and the pointer to the invoice image is included in a white paper record.
- White paper records do not include a field to identify the type of item referenced in the record. In particular, you cannot use the data in a white paper record to determine if the record references an invoice image.

If there are multiple white paper records for a transaction, they are not included in any particular order. The white paper record for the invoice image is not necessarily the first white paper record.

Basic format features

- The batch-by-batch transaction data file is a plain ASCII text file, also referred to as a flat file.
- The file is variable length, which means that field length may vary depending on the contents of the field.
- Fields within each record are in a specific order and are separated by a delimiter character, which is the pipe symbol (|).
- All fields are included for all records. If there is no data for a field, the file still includes a delimiter to mark its place.

Sample zip file

The following is an example of the files included when you receive your transaction data and images in a zip file.

| Name | Size | Type |
|--|--------|------------|
| 000001.tif | 8,776 | Image File |
| 000002.tif | 31,784 | Image File |
| 000003.tif | 10,618 | Image File |
| 000004.tif | 3,149 | Image File |
| 000005.tif | 9,473 | Image File |
| 000006.tif | 26,678 | Image File |
| WFDWHSLOCK_SF_4xxx999999_123456_20130226_1.dat | 1,288 | DAT File |

| Item | Description |
|----------|------------------------|
| A | Image files. |
| B | Transaction data file. |

Specification table key

| | |
|---------------|---|
| No | Field number. Used for reference only. |
| Field | Name of the field. |
| Max | Maximum field length. |
| Data type | <p>A Alphanumeric. These fields can include letters, numbers, or spaces. Does not include any leading or trailing spaces.</p> <p>N Numeric. These fields include digits only. Does not include any leading zeros.</p> <p>D Date. Always in formatYYYYMMDD.</p> <p>Amt Amount in format \$\$\$\$\$\$.¢¢. Always includes a decimal point and cents digits.</p> |
| Chk, Inv, Wht | <p>Indicates whether a field includes data for each type of record (check, invoice, and white paper).</p> <p>R Field is required for that record, and data is always included.</p> <p>O Field is optional for that record, and whether data is included varies by site or depends on whether the site captures data for a custom field.</p> <p>If no data is included, the field is null (no data). The pipe symbol () marking the end of the field is still included and immediately follows the pipe symbol marking the end of the previous field.</p> <p>Blank The field is null (no data). The pipe symbol () marking the end of the field is still included and immediately follows the pipe symbol marking the end of the previous field.</p> |
| Description | Description of the field. |

Batch-by-batch transaction data record specification

| No | Field | Max | Data type | Chk | Inv | Wht | Description |
|----|----------------------|-----|-----------|-----|-----|-----|--|
| 1 | Action | 1 | A | R | R | R | <p>A Add (new record).</p> <p>C Change. A change record is generated when a batch is updated at the lockbox site (for example, when a check is missed and then included with the updated batch). If this occurs, delete all records from the original batch. The batch with the C action code replaces the original batch.</p> <p>D Delete a previously sent batch. If this occurs, delete all records in the specified batch.</p> <p>Files do not include records with multiple types of action codes. For example, a file with an add record will not include any change or delete records. If a file includes a delete record, that is the only record in the file.</p> <p>The type portion of the corresponding zip file name indicates the value for this field.</p> <ul style="list-style-type: none"> • If the type portion of the zip file name is SLBW or ALBW, this field is A for all records in the transaction data file. • If the type portion of the zip file name is RLBW, this field is C or D for all records in the transaction data file. <p>See the description/example of the batch-by-batch zip file name.</p> |
| 2 | Deposit date | 8 | D | R | R | R | Deposit date in YYYYMMDD format. |
| 3 | Lockbox no | 7 | A | R | R | R | Lockbox number associated with the transaction. |
| 4 | Site ID | 3 | A | R | R | R | Code associated with the Lockbox Operations Center. <ul style="list-style-type: none"> LA Los Angeles, CA DV Denver, CO ATL Atlanta, GA SP Minneapolis/St. Paul, MN CLT Charlotte, NC PHL Philadelphia, PA DL Dallas/Irving, TX SEA Seattle, WA |
| 5 | Depository account | 10 | A | R | R | R | Account number of your Wells Fargo account where the check was deposited. |
| 6 | Batch | 8 | N | R | R | R | System-generated number assigned to a group of transaction. |
| 7 | Transaction number | 4 | N | R | R | R | System-generated number assigned to each transaction. This number links the CH< INV, and WHT records for a transaction. |
| 8 | Record type | 3 | A | R | R | R | <p>CHK Check record</p> <p>INV Invoice record</p> <p>WHT White paper record</p> |
| 9 | Sequence number | 4 | N | R | R | R | System-generated number assigned to each record type for a transaction. |
| 10 | Check amount | 12 | Amt | R | | | <p>For check records, the amount of the check.</p> <p>For invoice and white paper records, the field is null.</p> <p>For correspondence-only transactions, the field is 0.00.</p> |
| 11 | Serial number | 16 | N | R | | | <p>For check records, the serial number on the check. The field is null for the following:</p> <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records • White paper records |
| 12 | Check account number | 20 | N | R | | | <p>For check records, the remitter's account number on the check. The field is null for the following:</p> <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records • White paper records |

| No | Field | Max | Data type | Chk | Inv | Wht | Description |
|----|-----------------------|-----|-----------|-----|-----|-----|--|
| 13 | Check date | 8 | D | O | | | For check records, the date on the check in YYYYMMDD format. If no data is provided, the field is null. |
| 14 | Check RTN | 9 | N | R | | | For check records, the remitter's routing/transit number on the check. The field is null for the following: <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records • White paper records Note: Any leading zeros in the RTN are removed. For example, an RTN of 091000019 would be included in the file as 91000019 . |
| 15 | Remitter name | 100 | A | | | | For check records, the remitter's name on the check. If no data is provided, the field is null. Field is free-form, and field length varies based on item data, typically not exceeding 100 characters. |
| 16 | Invoice number | 100 | A | | | O | For invoice records, the invoice number captured at the lockbox site. For check and white paper records, the field is null. Field is free-form, and field length varies based on item data, typically not exceeding 100 characters. |
| 17 | Invoice amount | 100 | Amt | | | O | For invoice records, the invoice amount captured at the lockbox site. For check and white paper records, the field is null. Field is free-form, and field length varies based on item data, typically not exceeding 100 characters. |
| 18 | Custom data | 100 | AN | O | O | | Custom field captured at lockbox site. If no data is provided, the field is null. Field is free-form, and length varies based on item data, typically not exceeding 100 characters. |
| 19 | Front image file name | 64 | AN | R | | R | Name of the front image file for the item. The field is null for the following: <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records Note: Image file numbers begin at 000001 for the first image in each file and increment for additional images in the file. Since image file numbers reset to 000001 for each file, you need to use an archival strategy that allows for this and avoids overwriting image files from prior files with image files from new files, |
| 20 | Rear image file name | 64 | AN | O | | O | Name of the rear image file (if any) for the item. If there is no rear image, the field is null. |

Sample transaction data files

Add records

The following is an example of a transaction data file with add records.

```

D [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 1 | CHK | 1 | 51.22 | 1234 | 1111111111 | | 121000248 | | | | 000001.tif | |
  [ B | 20130321 | 123456 | SF | 4XXX999999 | 1 | 1 | INV | 1 | | | | | 1235487615 | 51.22 | | | |
E [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 2 | CHK | 1 | 77.55 | 2345 | 2222222222 | | 123000456 | | | | 000002.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 2 | INV | 1 | | | | | 500981456 | 77.55 | | | |
  [ C | 20130321 | 123456 | SF | 4XXX999999 | 1 | 2 | WHT | 1 | | | | | | | 000003.tif | |
F [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | CHK | 1 | 5.95 | 8423 | 3333333333 | | 222000333 | | | | 000004.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | INV | 1 | | | | | 58823665 | 5.95 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 1 | | | | | | | 000005.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 2 | | | | | | | 000006.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 3 | | | | | | | 000007.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 4 | | | | | | | 000008.tif | |
G [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | CHK | 1 | 134.95 | 440951 | 4444444444 | | 234000567 | | | | 000009.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 1 | | | | | 7540001 | 10.00 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 2 | | | | | 7540002 | 00000056.50 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 3 | | | | | 7540003 | 000000025.40 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 4 | | | | | 7540004 | 000000037.00 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 5 | | | | | 7540005 | 000000006.05 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | WHT | 1 | | | | | | | 000010.tif | |
H [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | CHK | 1 | 52.34 | 8787 | 5555555555 | | 101000202 | | | | 000011.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | CHK | 2 | 40.00 | 5353 | 6666666666 | | 111000222 | | | | 000012.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | CHK | 3 | 45.50 | 6161 | 7777777777 | | 202000303 | | | | 000013.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | INV | 1 | | | | | 2554897 | 000000012.00 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | WHT | 1 | | | | | | | 000014.tif | |
I [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 6 | CHK | 1 | 0.00 | | | | | | | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 6 | INV | 1 | | | | | 25864897 | 000000145.73 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 6 | WHT | 1 | | | | | | | 000015.tif | |

```

| Item | Description |
|------|--|
| A | Example of a check record. |
| B | Example of an invoice record. |
| C | Example of a white paper record. |
| D | Transactions can include various combinations of check, invoice, and white paper records. The sample file above includes the following example transactions. |
| E | One check record, one invoice record, and one white paper record. |
| F | One check record, one invoice record, and multiple white paper records. |
| G | One check record, multiple invoice records, and one white paper record. |
| H | Multiple check records, one invoice records, and one white paper record. |
| I | Correspondence-only transaction with one check record for \$0.00, one invoice record, and one white paper record. |

Change records

The following is an example of a transaction data file with change records. A change record is generated when a batch is updated at the lockbox site (for example, when a check is missed and then included with the updated batch). If you receive a file with change records, delete all records from the original batch. The batch with the change records replaces the original batch.

A

```

C|20130321|123456|SF|4XXX999999|2|1|CHK|1|12.35|73737|1111111111|111000222|||000001.tif|000002.tif|
C|20130321|123456|SF|4XXX999999|2|1|INV|1|123005|12.35|||
C|20130321|123456|SF|4XXX999999|2|1|WHT|1|000003.tif|
C|20130321|123456|SF|4XXX999999|2|1|WHT|2|000004.tif|
C|20130321|123456|SF|4XXX999999|2|2|CHK|1|12.36|106106|2222222222|222000333|||000005.tif|000006.tif|
C|20130321|123456|SF|4XXX999999|2|2|INV|1|123006|12.36|||
C|20130321|123456|SF|4XXX999999|2|2|WHT|1|000007.tif|
C|20130321|123456|SF|4XXX999999|2|2|WHT|2|000008.tif|
C|20130321|123456|SF|4XXX999999|2|3|CHK|1|12.37|532532|3333333333|333000444|||000009.tif|000010.tif|
C|20130321|123456|SF|4XXX999999|2|3|INV|1|123007|12.37|||
C|20130321|123456|SF|4XXX999999|2|3|WHT|1|000011.tif|
C|20130321|123456|SF|4XXX999999|2|3|WHT|2|000012.tif|
  
```

| Item | Description |
|------|---------------------------------|
| A | Number of the batch to replace. |

Delete record

The following is an example of a transaction data file with a delete record. If you receive a delete record:

- It is the only record in the file.
- The delete record identifies a **batch** to delete; It does not list the individual records to delete.
- Delete ALL records in the specified batch. **Do not**, for example, delete only the first record in the batch.

A

```

D|20130321|123456|SF|4XXX999999|2|
  
```

| Item | Description |
|------|---------------------------------|
| A | Number of the batch to replace. |

Consolidated files

Overview

This section describes the transaction data and value-added keying (VAK) files included within a zip file when using the consolidated option.

Basic format features

- Transaction data and value-added keying (VAK) files are plain ASCII text files, also referred to as flat files.
- Each file is fixed length, which means that fields within each record always begins at the same position within the record. All records in transaction data files are 182 characters in length. All records in VAK files are 133 characters in length.
- Fields within each record are included in the order listed in the table.
- Fields are space-filled as needed to fill the entire field length.

Sample zip files

Short name option

The following is an example of the files included when you receive your transaction data and images in a zip file using the short name option.

| Name | Size | Type | Path |
|---------------|--------|----------|-----------------------|
| 10010001C.TIF | 4,873 | TIF File | 20130914/0/123/12345/ |
| 10010001D.TIF | 18,959 | TIF File | 20130914/0/123/12345/ |
| 10010002C.TIF | 4,816 | TIF File | 20130914/0/123/12345/ |
| 10010002D.TIF | 19,166 | TIF File | 20130914/0/123/12345/ |
| 10010003C.TIF | 4,730 | TIF File | 20130914/0/123/12345/ |
| 10010003D.TIF | 19,084 | TIF File | 20130914/0/123/12345/ |
| fields.dat | 32,290 | DAT File | |
| images.dat | 3,864 | DAT File | |

| Item | Description |
|------|--|
| A | Image files. |
| B | Value-added keying (VAK) file. Only included if VAK data is captured for the transactions at the site. |
| C | Transaction data file. |
| D | Path for subfolders when images are extracted from the zip file. |

Long name option

The following is an example of the files included when you receive your transaction data and images in a zip file using the long name option.

| Name | Size | Type |
|----------------------------------|--------|----------|
| 20130914.123.12345.10010001C.TIF | 4,873 | TIF File |
| 20130914.123.12345.10010001D.TIF | 18,959 | TIF File |
| 20130914.123.12345.10010002C.TIF | 4,816 | TIF File |
| 20130914.123.12345.10010002D.TIF | 19,166 | TIF File |
| 20130914.123.12345.10010003C.TIF | 4,730 | TIF File |
| 20130914.123.12345.10010003D.TIF | 19,084 | TIF File |
| fields.dat | 32,290 | DAT File |
| images.dat | 3,864 | DAT File |

| Item | Description |
|----------|--|
| A | Image files. |
| B | Value-added keying (VAK) file. Only included if VAK data is captured for the transactions at the site. |
| C | Transaction data file. |
| D | C and D at the end of the file name indicate that these are single-page TIFF files. For multi-page TIFF files, the C and D images would be replaced by a single image with M at that position in the file name. |

Null file

If there are no items to report, the zip file contains a single file named nodata.dat, which is referred to as a null file.

| Name | Size | Type |
|--|------|----------|
|  nodata.dat | 0 | DAT File |

Specification table key

| | |
|-------------|---|
| No | Field number; used for reference only. |
| Field | Name of the field. |
| Position | Position of the field within a record. |
| Length | Field length. |
| Data type | A Alphanumeric. These fields can include letters, numbers, and/or spaces. Does not include any leading or trailing spaces. N Numeric. These fields include digits only. Does not include any leading zeros. D Date. Always in format YYYYMMDD. Blank Field is space-filled. |
| Description | Description of the field. |

Transaction data file record specification

CK Check

IN Invoice, correspondence, envelope, or any other “white paper” document

| No | Field | Position | Length | Data type | Description |
|----|------------------------|----------|--------|-----------|---|
| 1 | Filler | 1-9 | 9 | | Space filled. |
| 2 | Site numbers | 10-12 | 3 | N | Code associated with the Lockbox Operations Center. 626 Los Angeles / El Monte, CA 720 Denver, CO 770 Atlanta, GA 612 Minneapolis/St. Paul, MN 336 Charlotte, NC 215 Philadelphia, PA 469 Dallas/Irving, TX 425 Seattle, WA |
| 3 | Filler | 13-14 | 2 | | Space-filled. |
| 4 | Lockbox number | 15-24 | 10 | N | Lockbox number. Right-justified. |
| 5 | Deposit date | 25-32 | 8 | D | Deposit date in YYYYMMDD format. |
| 6 | Zeros | 33-36 | 4 | N | Always 0000 (four zeros). |
| 7 | Batch number | 37-44 | 8 | N | Batch number. Right-justified. |
| 8 | Filler | 45-47 | 3 | | Space-filled. |
| 9 | Transaction ID | 48-50 | 3 | N | Transaction sequence number within a batch. Right-justified. |
| 10 | Filler | 51-52 | 2 | | Space-filled. |
| 11 | Check ID | 53-55 | 3 | N | Check sequence number within a transaction. Right-justified. |
| 12 | Filler | 56 | 1 | | Space-filled. |
| 13 | Field sequence ID | 57-59 | 3 | N | Document sequence number within a transaction. Right-justified. Note: If this number exceeds 999, the thousands digit is populated in position 56. |
| 14 | Document type | 60-61 | 2 | A | Indicates the type of document. Will be one of the following: CK (check); or IN (invoice, correspondence, envelope, or any other white paper) |
| 15 | Check amount | 62-75 | 14 | N | Amount of the check. Only populated if the document type is CK . Includes a decimal point and two decimal places. Right-justified. |
| 16 | Check serial number | 76-87 | 12 | N | Serial number of the check. Only populated if the document type is CK . |
| 17 | Filler | 88 | 1 | N | Space-filled. |
| 18 | Routing/Transit number | 89-108 | 20 | N | Routing/transit number (RTN) on the check. Only populated if the document type is CK . Left-justified. Note: Any leading zeros in the RTN are included. For example, an RTN of 091000019 would be included in the file as 091000019 . |
| 19 | Account number | 109-128 | 20 | N | Account number on the check. Only populated if the document type is CK . Left-justified. |
| 20 | Image path name | 129-182 | 54 | A | Name and location of the image file. Left-justified. |

Sample transaction data file

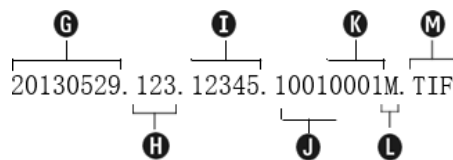
The following is an example of a transaction data file. In this example, there are two batches (1001 and 1002). Batch 1001 has three transactions, and batch 1002 has three transactions.

Note: The first line is a “ruler” that indicates the position of data in each line. It is not included in the file.

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 | 1 | 2 | 3 | 4 | 5 | 6 |
|----------|-----|-------------------|------|---|-----|-----------|-----------|------------|--------|---|---|---|--|---|---|---|
| A | 123 | 12345201309140000 | 1001 | 1 | 1 | 1CK | 10.001200 | 212000313 | 123456 | | | | F 20130529\0\123\12345\10010001M.TIF 20130529\0\123\12345\10010002M.TIF 20130529\0\123\12345\10010003M.TIF 20130529\0\123\12345\10010004M.TIF 20130529\0\123\12345\10020004M.TIF 20130529\0\123\12345\10020005M.TIF 20130529\0\123\12345\10020006M.TIF 20130529\0\123\12345\10020007M.TIF 20130529\0\123\12345\10020008M.TIF | | | |
| | 123 | 12345201309140000 | 1001 | 1 | 2IN | | | | | | | | | | | |
| | 123 | 12345201309140000 | 1001 | 2 | 1CK | 20.009380 | 654000321 | 6660555 | | | | | | | | |
| | 123 | 12345201309140000 | 1001 | 2 | 2IN | | | | | | | | | | | |
| | 123 | 12345201309140000 | 1001 | 3 | 1CK | 30.007088 | 111000888 | 3300001234 | | | | | | | | |
| | 123 | 12345201309140000 | 1001 | 3 | 2IN | | | | | | | | | | | |
| B | 123 | 12345201309140000 | 1002 | 1 | 1CK | 10.006807 | 121000212 | 3737373 | | | | | | | | |
| | 123 | 12345201309140000 | 1002 | 1 | 2IN | | | | | | | | | | | |
| | 123 | 12345201309140000 | 1002 | 1 | 3IN | | | | | | | | | | | |
| | 123 | 12345201309140000 | 1002 | 2 | 1CK | 20.00582 | 123000456 | 55500666 | | | | | | | | |
| C | 123 | 12345201309140000 | 1002 | 2 | 2CK | 30.001105 | 901000109 | 987654321 | | | | | | | | |
| | 123 | 12345201309140000 | 1002 | 2 | 2IN | | | | | | | | | | | |
| D | 123 | 12345201309140000 | 1002 | 3 | 1CK | 40.00883 | 444000555 | 4444444444 | | | | | | | | |
| | 123 | 12345201309140000 | 9001 | 1 | 1IN | | | | | | | | | | | |
| E | 123 | 12345201309140000 | 9001 | 1 | 2IN | | | | | | | | | | | |
| | 123 | 12345201309140000 | 9001 | 2 | 1IN | | | | | | | | | | | |

| Item | Description |
|----------|--|
| A | Transaction with two records – one check, one invoice |
| B | Transaction with three records – one check, two invoices |
| C | Transaction with three records – two checks, one invoice |
| D | Transaction with one record - one check |
| E | Transaction with two records – two invoices |
| F | <p>Example of image file names using the short file name option. With this option, images can be extracted into subfolders, and the name of the image file and subfolder path are indicated here.</p> <p>With the long file name option, all image files are extracted into the same folder as the transaction data file, and the date and lockbox numbers are included in the file name. For example, the file name for the first image would be 20XX0529.123.12345.10010001M.TIF.</p> <p>See the image after this table for a further description of the file name.</p> |

This image shows the components of the long file name example in **F**.



| | | |
|----------|----------|---|
| G | 20130529 | Date |
| H | 123 | Site code |
| I | 12345 | Lockbox number |
| J | 1001 | Batch number |
| K | 0001 | Sequence number. This is the Sequence Number of the TIFF file in the overall zip; and it is not a corresponding value to the sequence number field in the .dat file. |
| L | M | <p>Image type. Will be one of the following:</p> <p>The M before the .TIF file extension indicates that these are multi-page TIFF files. For single- page TIFF files, the images would be provided in two files with C (check) and D (document) instead of M before the file extension.</p> <ul style="list-style-type: none"> C Check image D Document image M Multi-page TIFF file; includes both check and document images |
| M | TIF | File name extension |

VAK file record specification

This table describes the value-added keying (VAK) data provided in the fields.dat file, which is supplemental to the images.dat and image files.

A VAK record (row), including labels, is provided for an item only if VAK data has been keyed for the item at the site. If there is no VAK data for any items, the fields.dat file is not included in the zip file.

| No | Field | Position | Length | Data type | Description |
|----|-----------------|----------|--------|-----------|--|
| 1 | Filler | 1-9 | 9 | | Space-filled |
| 2 | Site number | 10-12 | 3 | | Code associated with the Lockbox Operations Center: 626 Los Angles / El Monte, CA 720 Denver, CO 770 Atlanta, GA 612 Minneapolis/St. Paul, MN 336 Charlotte, NC 215 Philadelphia, PA 469 Dallas/Irving, TX 425 Seattle, WA |
| 3 | Filler | 13-14 | 2 | | Space-filled. |
| 4 | Lockbox number | 15-24 | 10 | N | Lockbox number. Right-justified. |
| 5 | Deposit date | 25-32 | 8 | D | Deposit date in YYYYMMDD format. |
| 6 | Zeros | 33-36 | 4 | N | Always 0000 (four zeros). |
| 7 | Batch number | 37-44 | 8 | N | Batch number. Right-justified. |
| 8 | Filler | 45-47 | 3 | | Space-filled. |
| 9 | Transaction ID | 48-50 | 3 | N | Transaction sequence number within a batch. Right-justified. |
| 10 | Filler | 51-52 | 2 | | Space-filled. |
| 11 | Check ID | 53-55 | 3 | N | Check sequence number within a transaction. Right-justified. |
| 12 | Filler | 56-57 | 2 | | Space-filled. |
| 13 | Field number ID | 58-60 | 3 | N | Document sequence number within a transaction. Right-justified. |
| 14 | Filler | 61 | 1 | | Space-filled. |
| 15 | Field name | 62-97 | 36 | A | Name of the VAK field. Left-justified. |
| 16 | Filler | 98 | 1 | | Space-filled. |
| 17 | Field value | 99-134 | 36 | A | Value for the VAK field. Left-justified. Space-filled as needed to 36 characters. |

Sample VAK file

The following is an example of a VAK file with three (3) records.


Note: The first line is a “ruler” that indicates the position of data in each line. It is not included in the file.

```

-----+-----1-----+-----2-----+-----3-----+-----4-----+-----5-----+-----6-----+-----7-----+-----8-----+-----9-----+-----0-----+-----
999    1234567201309150000    1000    1    1    1 INVOICE NUMBER    1001
999    1234567201309150000    1000    1    1    2 INVOICE NUMBER    12345678
999    1234567201309150000    1000    1    1    3 INVOICE AMOUNT    100.50
  
```

PDF files

Batch summary example



04/05/20xx 09:53 AM PDT
Trans ID: WQALB01_IFI_2
Image File Import

QAWAN111
Wholesale Lockbox

Batch Summary

| | |
|---|---|
| <p>A Lockbox Number: 622021</p> <p>B Deposit Date 01/18/20xx</p> <p>C Lockbox Name: Wanda_Lock</p> <p>D Batch Number: 100</p> | <p>E Lockbox Site: LA</p> <p>F Batch Total Amount: 9,088.95 USD</p> <p>G Deposit Account Number: 2000045287242</p> <p>H Total Number of Transactions: 3</p> |
|---|---|

Transaction Summary

| | | |
|---|---|--|
| <p>I Transaction 1</p> <p>Transaction 2</p> <p>Transaction 3</p> | <p>TransactionTotal = 3,029.65 USD</p> <p>TransactionTotal = 3,029.65 USD</p> <p>TransactionTotal = 3,029.65 USD</p> | <p>1 Check, 1 Item</p> <p>1 Check, 1 Item</p> <p>1 Check, 1 Item</p> |
|---|---|--|

Batch Total Amount = 9,088.95 USD

| Key | Field Name | Description |
|----------|------------------------------|---|
| A | Lockbox Number | Lockbox number associated with the transactions. |
| B | Deposit Date | Deposit date for checks in the batch. |
| C | Lockbox Name | Name of the lockbox associated with the transactions. |
| D | Batch Number | System-generated number assigned to each group of transactions (usually 25 transactions per batch). |
| E | Lockbox Site | Indicates the lockbox site where the transaction was processed. See the list of site IDs. |
| F | Batch Total Amount | Total amount for all transactions in the batch. |
| G | Deposit Account Number | Account number of your Wells Fargo account where checks in the batch were deposited |
| H | Total Number of Transactions | Total number of transactions in the batch. |
| I | Transaction number links | Select a transaction number to go to that transaction in the PDF. |

Transaction data and images

Note: Image placement within the PDF may vary. Images are not resized and are included on the page based on the space available.

< Previous Transaction Batch Summary Next Transaction >

Transaction 1 Summary

Batch: 100 Transaction Total: 3,029.65 USD Deposit Date: 01/18/20xx
 Lockbox: LA 622021 Deposit Account: 2000045287242

Check 1 Check Amount: 3,029.65 USD
 Check Account Number: 3507000895 **K**
 Check Number: 6223

Front Image **L**

Payne's Windows
123 Main Street
Freedom Lakes, MI 99999
555 555-5555

Bank
5634 Bank Blvd
Highrow, OK 99999
12-345 / 6789

6223

01/01/20xx

PAY **THREE-THOUSAND TWENTY-NINE AND 65/100** DOLLARS

TO THE ORDER OF: **GFS, Inc.** \$ 3,029.65
 Box 222222
 Turlock, CA 11172-7337

AUTHORIZED SIGNATURE

⑆08⑆5⑆1⑆7⑆6⑆9⑆3⑆: 3507000895⑆ 006223

J Select to Go to another transaction or return to the Batch Summary screen.

K Check details.

L Check image.

< Previous Transaction Batch Summary Next Transaction >

Transaction 1 Continued

Batch: 100 Transaction Total: 3,029.65 USD Deposit Date: 01/18/20xx
 Lockbox: LA 622021 Deposit Account: 2000045287242

Item 1 **M**

Front Image **N**

Payne's Windows
123 Main St.
Freedom Lakes, MI 99999

REMITTANCE ADVICE

Name: GFS, Inc.
Address: Box 222222
City: Turlock
State: CA
Zip: 11172-7337

Date: 01/18/20xx
Rep: John
FOB:

| INVOICE | INVOICE AMT | DISCOUNT | NET AMT |
|---------|-------------|----------|------------|
| 858584 | \$628.75 | \$0.00 | \$628.75 |
| 456356 | \$157.44 | \$0.00 | \$157.44 |
| 345234 | \$307.50 | \$0.00 | \$307.50 |
| 345325 | \$108.90 | \$0.00 | \$108.90 |
| 345215 | \$1,262.78 | \$0.00 | \$1,262.78 |
| 345243 | \$664.30 | \$0.00 | \$664.30 |

M Invoice information.

N White paper item image.

Delete messages

On rare occasions, the system may instruct you to delete a PDF, such as when it generates a replacement PDF. If this occurs, the system puts the delete message in your SAFE-T folder, and the PDF includes the following:

*** This batch has been deleted. Using the detail information above, please delete this PDF file from your system. ***

Additional Charges : List any additional cost to provide the services of the RFP below. i.e. implementation, maintenance fee etc.

| | | Unit Price |
|--|-------------------------------------|------------|
| 251050 | ACH FRAUD FILTER REVIEW MO BASE | 10.0000 |
| 251050 | ACH FRAUD FILTER STOP MTHLYBASE | 10.0000 |
| 251050 | ACH BLOCK/FRAUD FILTER STOP BASE | 10.0000 |
| 251052 | ACH FRAUD FILTER STOP - ITEM | 1.0000 |
| 251053 | ACH FRAUD FILTER REVIEW - ITEM | 1.0000 |
| ACH Origination | | |
| 250703 | ACH SUBSCRIPTION - ACCOUNT | 5.0000 |
| 250703 | ACH SUBSCRIPTION - ITEM | 0.5000 |
| 400342 | ITEM DETAIL INQUIRY/HYPERLINK | 1.5000 |
| ACH Receive | | |
| 250220 | ACH RECEIVED ADDENDA | 0.0100 |
| 250202 | ACH RECEIVED ITEM | 0.2500 |
| Account Reconciliation | | |
| 200020 | ARP MONTHLY BASE - PARTIAL | 20.0000 |
| 200306 | ARP OPTIONAL REPORTS | 5.0000 |
| 200310 | ARP PAPER STATEMENT/REPORT DELIVERY | 25.0000 |
| 200310 | ARP PAPER STMT/REPORT MONTHLY BASE | 0.0000 |
| 200306 | ONLINE ARP STMT & RPTS MONTHLY BASE | 10.0000 |
| 200201 | ONLINE CHECK ISSUES-ITEM | 0.2000 |
| 209999 | ARP AGED ISSUE RECORDS ON FILE-ITEM | 0.0100 |
| Branch Services | | |
| 150500 | WF CHK CASHED FOR NONACCT HOLDER | 7.5000 |
| 100006 | BRANCH DEPOSIT | 6.0000 |
| Controlled Disbursement | | |
| 150000 | CONT DISB ACCT MAINT W/CXSTR | 50.0000 |
| 010101 | CONT DISB CREDITS POSTED | 0.2500 |
| 150700 | ONLINE CONT DISB SUBSCRIPTION BASE | 0.0000 |
| 150110 | CONT DISB CHECKS PAID | 0.0800 |
| 150220 | CONT DISB CASHED CHECK-FLOAT FEE | 0.2000 |
| 150300 | CONT DISB MICR REJECTS >1% THRU 2% | 0.8000 |
| 150300 | CONT DISB MICR REJECTS OVER 2% | 1.7500 |
| Desktop Deposit Electronic Dep Serv | | |
| 400058 | DESKTOP DEPOSIT MONTHLY BASE | 15.0000 |
| 010101 | DESKTOP DEPOSIT-DEPOSIT CREDITED | 0.5000 |
| 100224 | DESKTOP DEPOSIT-DEPOSITED ITEM | 0.0600 |
| 400272 | DESKTOP DEPOSIT REPORT PER ITEM | 0.0500 |
| 151352 | DESKTOP DEPOSIT IMAGES RETRIEVED | 0.5500 |
| 100224 | WF ELEC DEPOSIT-DEPOSITED ITEM FRB | 0.0400 |
| 100230 | ELECTRONIC DEPOSIT - DEP ADJUSTMENT | 15.0000 |
| EDI Reporting | | |
| 330000 | ONLINE EDI PMT DETAIL SUBSC MO BASE | 0.0000 |
| 300225 | ONLINE EDI PMT DETAIL - ITEM | 0.3500 |
| 300225 | ONLINE EDI PMT DETAIL-ADDENDA ITEM | 0.1800 |
| General Account Services | | |
| 010100 | DEBITS POSTED | 0.1000 |
| 250201 | ELECTRONIC CREDITS POSTED | 0.1000 |
| 100015 | MISCELLANEOUS CREDITS POSTED | 0.6500 |
| 151399 | DDA STATEMENT W/IMAGE CLASSIC-ITEM | 1.0000 |
| General Disbursement Services | | |
| 150240 | PYMT AUTH MAX CHECK MTHLY BASE | 5.0000 |
| 159999 | CHECKS RETURNED W/STATEMENT-ITEM | 0.4000 |
| 150100 | DDA CHECKS PAID | 0.3500 |

EXHIBIT C

| | | | |
|--------|--|----------|--|
| 150412 | STOP PAYMENT - AUTO RENEWAL | 3.0000 | |
| 150410 | STOP PAYMENT - ONLINE | 8.0000 | |
| 150300 | MICR CHECK REJECTS >1% THROUGH 2% | 0.8000 | |
| 150300 | MICR CHECK REJECTS OVER 2% | 1.7500 | |
| | Image Delivery | | |
| 40034Z | ONLINE SEARCH | 0.7500 | |
| 151352 | IMAGE VIEW > 90 DAYS - ITEM | 3.5000 | |
| 151352 | IMAGE VIEW < 90 DAYS - ITEM | 3.5000 | |
| | Incoming Wire Transfers | | |
| 350300 | WIRE IN TO USA ACCT-USA DOMESTIC | 0.5000 | |
| 350330 | WIRE IN REPAIR | 9.0000 | |
| | Information Reporting | | |
| 400055 | INTRADAY BASE PER ACCT PER REPORT | 25.0000 | |
| 400275 | INTRADAY REPORTING ITEMS RPTD | 0.3000 | |
| 400052 | PREV DAY BASE PER ACCT PER REPORT | 25.0000 | |
| 400425 | PREV DAY REPORTING ITEMS LOADED | 0.1800 | |
| 40005Z | BASIC BANKING BASE PER ACCOUNT | 20.0000 | |
| 40022Z | ALERTS SERVICE - EMAIL | 0.0000 | |
| 400425 | PREMIUM INFO RPTG BASE PER ACCT | 130.0000 | |
| 400055 | REPORTING ITEMS LOADED | 0.0300 | |
| | Paper Checks Deposited | | |
| 100224 | DEPOSITED CHECK | 0.3700 | |
| | Positive Pay | | |
| 150122 | PAYEE VALIDATION STANDARD-ITEM | 0.0350 | |
| 150724 | POSITIVE PAY EXCEPTION-ONLINE IMAGE | 2.0000 | |
| 150310 | POS PAY CHECKS WITH NO ISSUE RECORD | 0.5000 | |
| 150222 | POSITIVE PAY EXCEPTION CHECKS RETND | 20.0000 | |
| 150310 | POSITIVE PAY EXCEPTIONS - ITEM | 0.0000 | |
| 150120 | POSITIVE PAY ONLY - ITEM | 0.0800 | |
| 150030 | POSITIVE PAY ONLY MONTHLY BASE | 75.0000 | |
| 150299 | PAYEE VALIDATION MANUAL REVIEW/ITEM | 0.2500 | |
| | Receivables Manager | | |
| 330101 | RECEIVABLES MANAGER MONTHLY BASE | 50.0000 | |
| 300210 | RMGR ITEM CHK AND OTHER ELECTRONIC | 0.0750 | |
| | Returned Items | | |
| 100401 | RETURN ITEM SPECIAL INSTRUCTIONS | 0.2500 | |
| 100416 | RETN ITEM SUBSCRIPTION PER ITEM | 2.5000 | |
| | Wholesale Lockbox | | |
| 050140 | LBX WL BATCH IMAGE RETRIEVAL | 0.0100 | |
| 05031Z | LBX TIR REPORT PER ITEM | 0.0200 | |
| 050211 | LBX WT MANUAL MAIL OPENING | 0.0700 | |
| 050412 | LBX COURIER DELIVERY PER PACKAGE | 9.0000 | |
| 05011A | LBX DOCUMENT PHOTOCOPIES RETURNED | 0.1500 | |
| 050122 | LBX WT SCANNABLE PAYMENTS PROCESSED | 0.1250 | |
| 050410 | LBX USPS DELIVERY PER PACKAGE | 3.5000 | |
| | Wires Origination and Reporting | | |
| 400222 | WIRE TRANSFER REPORT BASE | 0.0000 | |
| 350100 | WIRE OUT DOMESTIC VANTAGE/API | 5.0000 | |
| 40083Z | WIRE TEMPLATE ONLINE | 0.0000 | |
| 400274 | WIRE TRANSFER RPRT PER ITEM | 0.0000 | |
| 359999 | WIRE RISK | 0.0000 | |
| 350560 | WIRE INVESTIGATION | 65.0000 | |
| 350541 | WIRE OUT REPAIR | 9.0000 | |
| | Mobile & API Solutions | | |
| 99TTTT | API MONTHLY FEE | 250.0000 | *This will only be charged upon implementaiton of API. |
| | Setup Charges | | |

EXHIBIT C

| | | |
|--------|------------------------------------|--------|
| 251001 | ACH FRAUD FILTER - SET UP | WAIVED |
| 359999 | WIRE ACCOUNT ADD VANTAGE/API | WAIVED |
| 300505 | ONLINE TREAS INFO REPORT EDI SETUP | WAIVED |

| | | |
|--------------------|---------------------------------|---------------|
| | Total additional charges | 929.63 |
| Grand Total | | 17,806.57 |



County of Henrico

Response to Request for Proposal for Lockbox Services

RFP No. 24-2730-7EMF

September 6, 2024

Submitted by:

Kathleen Bowe
Relationship Manager
571-474-4547
kathleen.l.bowe@wellsfargo.com

Matthew Tiesel
Treasury Management Consultant
202-754-2351
matthew.tiesel@wellsfargo.com

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Appendix

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Tab 1 – Introduction and signed forms

In this tab, the following items should be provided:

- a. **Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.**
- b. **Proposal Signature Sheet – Attachment A**
- c. **Business Classification Form – Attachment B**
- d. **Virginia State Corporation Commission Registration Information – Attachment C**
- e. **Proprietary/Confidential Information – Attachment D**

The required items listed above follow this page.

- f. **Pricing Matrix – Attachment H (separate Excel Spreadsheet)**

We provide Pricing Matrix - Attachment H in the County's procurement system as required.



Kathleen Bowe
Relationship Manager

Wells Fargo Bank, N.A.
1753 Pinnacle Dr.
Fifth floor
McLean, VA 22102

September 6, 2024

Eileen Falcone, CPPB
Purchasing Manager
County of Henrico
8600 Staples Mill Rd.
Henrico, VA 23273

Re: RFP No. 24-2730-7EMF

Dear Eileen,

Wells Fargo is pleased to respond to the County of Henrico's (the County's) Request for Proposal (RFP) for Lockbox Services. Wells Fargo is proud to serve as your current banking provider and lockbox payments processor and appreciates the opportunity to continue our support of the County.

Our response to your RFP represents our lockbox capabilities and how our solutions can help you operate more efficiently and effectively. Just as you seek the highest levels of quality for your constituents, Wells Fargo consistently looks to offer the highest level of quality to you and your staff. In a rapidly evolving payments environment where new technologies continue to emerge, we will strive to evolve and re-evaluate our service offering to help ensure that we consistently deliver the level of quality and solutions that you expect from us.

We appreciate our long-standing relationship with the County, and with the submission of this response we confirm our desire to continue providing your lockbox services. We welcome the opportunity to continue to grow our financial partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Bowe", written in a cursive style.

Kathleen Bowe
Relationship Manager
Government Banking

Executive summary

The County’s Treasury Division serves as the face of the Finance Department and the County to the thousands of residents receiving their bills and making their tax, utility, and other payments across a variety of available channels. You are also tasked with managing the complex back-office operations associated with depositing and reconciling these payments. As the County’s current lockbox provider, we’ve seen firsthand your dedication to continuously enhancing your processes to automate and streamline your systems and offer convenience to residents.

Maintaining our relationship

We’re grateful for the opportunity to serve the County as your current lockbox provider and have helped you manage the collections of your tax, utility, business license, and other payments. Some of the high points of our relationship include:

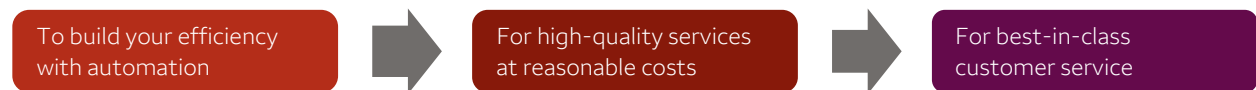
- Working with you to develop new ways to efficiently collect payments from your constituents, such as establishing an electronic lockbox (E-Box®) to process bill payer payments.
- Adopting our virtual lockbox solution to deposit check payments received in your office during peak processing times, streamlining these payments into your lockbox processing.
- Performing a comprehensive business process review of your collections processing, inclusive of all collections channels — not limited to only lockbox. This review allowed our joint teams to uncover technology challenges and potential solutions to existing pain points.

Based on the knowledge we’ve acquired and our understanding of your go-forward vision, we’re well positioned to continue providing the services detailed in your RFP. We appreciate the opportunity to serve the County as you advance your efforts to innovate to deliver expanded payment options to your constituents and operate more efficiently.

A focus on your objectives

With multiple lockboxes and thousands of checks and remittance pages to process each month, the County needs the necessary infrastructure in place to accommodate those objectives. In addition, managing these large volumes of payments creates the challenge of working with multiple processes, systems, and teams.

You are looking:



Together we can:

| Streamline your collections | Automate reconciliation | Deliver highest quality service to you and your constituents |
|---|--|--|
| Automate check processing by Treasury Division staff | Consolidate multiple receivables payments into a single posting file | Proactive relationship team collaborating with you to create process improvements |
| Expand payment channels and options for your constituents | Reduce manual process and minimize your errors in AR postings | Responsive, high-touch customer service |
| Lockbox processor capable of handling complex needs of your various lockboxes | Reduce number of exceptions and streamline exception approval | A commitment from your banking partner to serving the constituents of Henrico County |
| Accurate processing that minimizes intervention from your staff | High quality images and reporting options | |

Using experience to help solve problems

Wells Fargo has provided lockbox services for 75 years and today operates as one of the largest lockbox networks across the U.S. With our expansive image-enabled network of secure lockbox sites and innovative electronic receivables products, we can help you cut hours — or days — out of your collections process by automating your receivables posting.

By continuing as your lockbox provider, your relationship team will consult with you so your lockbox sites are aligned to optimize your processing time. We feel our lockbox market experience and strategically-aligned network makes us uniquely qualified to continue to manage your lockbox needs and help resolve challenges you may face.

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

A commitment to your success

In the response that follows, you will see further details around our present solutions and ideas we have to further enhance your processing. You will consistently see a partnered approach to delivering the services that align to your priorities and objectives today and in the future. A successful partnership is built on a collaborative approach and strong communication. Our focus is to adapt and shift with the County and provide you with full relationship team to support you along the way.

WELLS FARGO

Addendum 1

Please find Addendum 1 on the following page.



DEPARTMENT OF FINANCE

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

Purchasing Director

Addendum No. 1

Date: August 16, 2024
Request for Proposal: #24-2730-7EMF – Lockbox Services
Receipt Date/Time: September 6, 2024; 2:00 p.m.
Subject: Updated due date

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced RFP:

Change Pg 1 paragraph 2 – PROPOSALS ARE DUE SEPTEMBER 6, 2024, AT 2:00 P.M.

All other specifications and General Terms and Conditions shall remain the same.


Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal.

Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Questions and Answers on the following pages.

Sincerely,
Eileen M. Falcone
Purchasing Manager
Fal51@henrico.gov

ACKNOWLEDGEMENT:

Signature: 
Print Name: Kathleen Bowe
Company: Wells Fargo Bank, N.A.
Date: September 6, 2024

Addendum 2

Please find Addendum 2 on the following pages.



DEPARTMENT OF FINANCE

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

Purchasing Director

Addendum No. 2

Date: August 23, 2024
Request for Proposal: #24-2730-7EMF – Lockbox Services
Receipt Date/Time: September 6, 2024; 2:00 p.m.
Subject: Updated due date

Ladies/Gentlemen,

Please make the following **corrections, deletions and/or additions** to the above referenced RFP:

Sec. V. DD. – Contract Period - Shall now read:

1. The contract period shall be from February 1, 2025 through January 31, 2026. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for six (6) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of seven (7) years.
All other specifications and General Terms and Conditions shall remain the same.

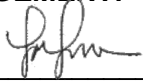
Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal.

Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Questions and Answers on the following pages. (**Note:** There were no questions and answers on Addendum 1)

Sincerely,
Eileen M. Falcone
Purchasing Manager
Fal51@henrico.gov

ACKNOWLEDGEMENT:

Signature:  _____

Print Name: Kathleen Bowe

Company: Wells Fargo Bank, N.A.

Date: September 6, 2024

WELLS FARGO

Proposal signature sheet – Attachment A

Please find Attachment A on the following page.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 24-2730-7EMF Lockbox Services[# - title]. except as provided for in Wells Fargo Bank's exceptions taken to the RFP as provided in Wells Fargo Bank's response to the RFP.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

| |
|--|
| LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): |
| Wells Fargo Bank, N.A. |
| ADDRESS: |
| 1753 Pinnacle Drive, 5th Floor |
| McLean, VA 22102 |
| FEDERAL ID NO: 94-1347393 |
| SIGNATURE:  |
| NAME OF PERSON SIGNING (PRINT): Kathleen Bowe |
| TITLE: Relationship Manager |
| TELEPHONE: 571-474-4547 |
| FAX: |
| EMAIL ADDRESS: Kathleen.L.Bowe@wellsfargo.com |
| DATE: September 6, 2024 |

WELLS FARGO

Business classification form – Attachment B

Please find Attachment B on the following page.

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Wells Fargo Bank, N.A.

This form completed by: Signature:  Title: Relationship Manager

Date: September 6, 2024

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
 NUMBER DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

Virginia State Corporation Commission Registration Info – Attachment C

Please find Attachment C on the following page.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
F1870973 _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

WELLS FARGO

Proprietary/confidential information – Attachment D

Please find Attachment D on the following page.

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Wells Fargo Bank, N.A.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|----------------|---|
| References | Tab 5 | Reference information is confidential. |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Pricing Matrix – Attachment H

We provide our Financial Proposal Cover Letter and Pricing Matrix - Attachment H in the County's procurement system.

Tab 2 – Statement of the scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

This RFP clearly delineates the County’s requirements, and our response reaffirms our capabilities and commitment to meeting your needs. We also invite you and your team for a tour of any of our lockbox processing facilities.

Your requirements include but are not limited to:

- **Lockbox services:** Efficient processing and management of lockbox deposits to ensure timely and accurate processing.
- **Technology and integration:** Leveraging technology and solutions that mitigate risk and enhance processing efficiency. This includes application programming interface (API) connection and automated file delivery directly into your enterprise resource planning (ERP) system.
- **Reporting:** Comprehensive reporting capabilities giving the County’s staff timely visibility into the daily transactions to support the constituents of Henrico County.
- **Customer support:** Ongoing dedicated support to address any inquiries or issues that may arise, ensuring a timely resolution.

Our ability to support your ongoing needs:

- **Expertise:** With more than 75 years of lockbox processing, our team has extensive experience in managing lockbox and payment processing services for various municipalities and state governments across our vast footprint.
- **Technology:** We consistently upgrade our lockbox facilities and electronic payment processing capabilities to use advanced state-of-the-art technology that will further enhance our processing capabilities.
- **Scalability:** Our services are designed to scale as the County’s needs evolve, allowing for flexibility in addressing future needs.
- **Commitment to service:** We’re dedicated to providing exceptional customer support, with a focus on ensuring the County’s satisfaction.

Tab 3 – Default, termination and barred certification statement

Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

Default

To the best knowledge and belief of the Wells Fargo representatives preparing this response, Wells Fargo has not defaulted on any government contract within the last five years.

Contract termination

To the best knowledge of the Wells Fargo representatives preparing this response, no government has terminated a contract with Wells Fargo for cause within the last five years.

Debarment

Except as set forth below, Wells Fargo has not been debarred, or otherwise had our legal authorization to conduct operations suspended, by any state or federal authority within the past five years.

During the third quarter of 2016, Wells Fargo Bank, N.A., entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau, and the Office of the Comptroller of the Currency (OCC) regarding certain sales practices.* Following the announcement of the 2016 settlement, certain state and local governmental bodies and municipal entities temporarily suspended or removed Wells Fargo Bank, N.A., from providing certain commercial and investment banking services. However, there have been no actions, as of this date, that would materially impair our ability to conduct business or meet obligations under the transaction to which this RFP relates.

On July 28, 2022, the West Virginia State Treasurer placed Wells Fargo on its Restricted Financial Institutions list as a result of its determination that certain financial institutions are boycotting energy companies. Pursuant to West Virginia Code Section 12-1C-1, et. seq., the Treasurer is authorized to disqualify listed financial institutions from the competitive bidding process for banking contracts or to refuse to enter into banking contracts with listed financial institutions.

On May 3, 2023, the Oklahoma State Treasurer placed Wells Fargo on its Restricted Financial Company list as a result of its determination that certain financial companies are boycotting energy companies.

* Wells Fargo. 2016. "Wells Fargo Issues Statement on Agreements Related to Sales Practices." September 8, 2016. [wellsfargo.com](https://www.wellsfargo.com) > About Wells Fargo > News and Outreach > Newsroom.

Tab 4 – Offeror’s experience, qualification and financial stability

In this tab, Offerors should demonstrate the Offeror’s and their staff’s qualifications and experience in providing the services as requested in the Request for Proposal (RFP).

Wells Fargo Government Banking

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

Our 178 Government Banking team members, including 54 experienced relationship managers, work with 2,950 government customers in across the U.S.

We’re highly focused on service and collaboration and provide Henrico County a tenured relationship team local to the Commonwealth of Virginia. Relationship Manager Kathleen Bowe oversees your relationship and partners with Treasury Management Consultant Matt Tiesel to share new ideas and consult with you about your services.

Experienced treasury analysts, customer service, and implementation consultants also step in whenever needed to provide support for critical areas of your business.

Supporting governments across the country

We support approximately 2,950* government customers through our coast-to-coast national government practice. This experience gives you and your employees access to critical industry intelligence and innovative best practices.

* Wells Fargo internal reporting, as of Q4 2023.

Our customers include federal, state, county, and city governments, as well as government agencies, authorities, and municipal utilities. We also specialize in key subsectors of the industry including public power, transportation, and state housing finance authorities.

Why Wells Fargo?

- 172-year history of serving local communities
- Leading national bank ranked third in assets by the Federal Deposit Insurance Corporation (FDIC)*
- National footprint spanning 39 states and the District of Columbia
- We provide \$17.6 billion in commitments to our government customers and hold \$27.9 billion in deposits

* Most current reporting by the FDIC as of March 31, 2024.

Using experience to help solve problems

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

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

Making service a priority

We regularly monitor our service levels to validate and help ensure the consistent quality of the customer service that we provide. We also offer educational sessions on current treasury management topics to keep you aware of industry best practices and regulatory changes. In addition, our team presents at government conferences and educational seminars such as those hosted by the Government Finance Officers' Association (GFOA).

Provide resumes of staff that would be assigned to this contract to include management and supervisory, the account managers (primary and secondary), IT liaison and their responsibilities related to how they will work with the County. If subconsultants are to be utilized, provide similar documentation to what has been requested of the offeror in this section. In addition Offerors shall provide the following information.

Relationship Manager
Kathleen Bowe, Executive Director



1753 Pinnacle Dr.
Fifth floor
McLean, VA 22102

kathleen.l.bowe@wellsfargo.com
571-474-4547

Kathleen offers the County consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. She is your advocate at the bank.

Kathleen has worked with Virginia state and local governmental entities for more than 12 years, providing banking, cash management, and investment advisory services. She joined Wells Fargo in 2023 to support our Virginia local government clients.

Kathleen serves on the Board of Directors of Women in Public Finance as the President-Elect. She is an active member and regularly leads educational sessions for the Virginia GFOA and Treasurers' Association of Virginia. She was a member of the Lead Virginia Class of 2019 and currently serves on their Board of Directors.

Kathleen received her B.A. in economics from the University of Virginia.

WELLS FARGO

Treasury Management Consultant

Matt Tiesel, Director



1753 Pinnacle Dr.
Sixth floor
McLean, VA 22102

matthew.tiesel@wellsfargo.com
202-754-2351

Matt 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.

Matt has worked in banking since 2005. He began working for Wells Fargo in 2011 and has been in Treasury Sales since 2014.

Matt received his bachelor's degree in business management with a minor in finance from University of Nevada Las Vegas.

Senior Relationship Associate

Ashley Rae Vaughan, Assistant Vice President



101 Paulette Cir.
First floor
Lynchburg, VA 24502

ashleyrae.vaughan@wellsfargo.com
704-427-0006

Ashley Rae supports Kathleen, your relationship manager, 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.

Ashley Rae has been a relationship associate since 2010.

She received her B.A. from Texas Christian University.

Senior Treasury Management Support Analyst

Tonia Graham



2801 Wetmore Ave.
Everett, WA 98201

tonia.graham@wellsfargo.com
215-973-4993

Tonia supports Matt, your treasury consultant. She works with you to begin new service implementations, provides overall day-to-day treasury support, and can assist with treasury management questions when Matt is unavailable.

Tonia has been a sales analyst since 1991.

WELLS FARGO

Client Service Officer

Kenney Brown



3563 Phillips Hwy.
Building D, First floor
Jacksonville, FL 32207

kenneth.brown5@wellsfargo.com
904-634-6395 office
877-563-7109 fax

Kenney provides day-to-day support for all of your treasury management services. He acts as a liaison between you and our operations groups to provide you with information and resolve issues in a timely manner.

Kenney has been a client service officer since 2005.

Northeast Regional Market Executive

Elena Gallo, Managing Director



2500 Westchester Ave.
Second floor
Purchase, NY 10577

elena.gallo@wellsfargo.com
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Elena is Managing Director and Northeast Market Executive within the Government Banking group. Based in New York, she leads a team serving state, city, and county governments from Virginia to Maine and the Federal Government for their credit-based loan needs and traditional banking services such as cash management.

Elena joined Wells Fargo in 2003 as a treasury consultant for the New York and New England markets, serving the financial needs of state and local governments and higher education institutions. She has served in her current position since 2017.

Elena is an ally and on the board of the Wells Fargo NY Chapter of the Hispanic and Latino Employee Resource Network, working to recognize and affirm experiences shared while promoting awareness and understanding of diverse talent and perspectives. She is also a board member of Lifting Up Westchester, whose goal is to provide food, shelter, and support leading to self-sufficiency with dignity and respect for Westchester families.

Elena earned a B.S. in business administration from Wagner College in New York.

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a. Information on the current lockbox operating environment including:

i. Years of providing lockbox services and under any other name

Wells Fargo has offered lockbox services since 1948. We began offering lockbox imaging services in 1998.

ii. Hours of operations

The Wells Fargo lockbox network operates 24 hours a day.

iii. Holidays observed

The following table shows our lockbox department’s holiday schedule.

Holiday schedule*

| | |
|-----------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| Presidents’ Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |
| Independence Day | |

* If the holiday falls on a Saturday, we do not observe it. If the holiday falls on a Sunday, we observe it the following Monday.

iv. Availability of staff capable of resolving lockbox inquiries

We arrange hours of support for dedicated Client Service Officer Kenney Brown based on the County’s specific needs.

Additionally, our Wholesale Transmissions staff is available 24 hours a day, seven days a week to help with time-critical transmission inquiries.

b. Provide information on the lockbox services:

i. Location of lockbox sites

Our lockbox facilities are strategically located across the United States. The following table lists the lockbox sites in our network.

The County currently uses our Atlanta and Philadelphia sites.

Lockbox sites

| | |
|-----------|--------------|
| Atlanta | Los Angeles |
| Charlotte | Minneapolis |
| Dallas | Philadelphia |
| Denver | Seattle |

ii. Years of lockbox experience

We've offered lockbox services since 1948.

iii. Number of lockbox employees

We have more than 975 employees involved in lockbox operations throughout our nationwide lockbox network.

Approximately 20 employees are dedicated to supporting lockbox programming and transmission functions. We have several other employees who support data storage, hardware maintenance, workstations and connectivity, and the online banking platform.

Our Global Treasury Management (GTM) Service team, which employs more than 700 employees, provides customer service support for our lockbox customers.

iv. Average number of years' experience of supervisors and line staff

Our supervisors and managers average more than 18 years of experience in the payment processing industry. Our processors average more than 11 years of experience.

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v. Number of lockbox customers serviced

The following table lists the monthly average number of customers, number of lockboxes, total items, and total dollars by location.

| Lockbox location | Items | Dollars | Keystrokes | Images | Lockboxes | Customers |
|------------------|-----------|---------------|------------|-----------|-----------|-----------|
| Atlanta | 1,400,000 | 6,916,903,830 | 18,000,000 | 6,800,000 | 3,221 | 2,817 |
| Charlotte | 556,000 | 2,919,636,599 | 8,700,000 | 8,700,000 | 1,155 | 1,156 |
| Dallas | 1,300,000 | 8,067,272,725 | 44,600,000 | 5,600,000 | 3,773 | 3,196 |
| Denver | 224,000 | 917,501,157 | 6,200,000 | 1,300,000 | 607 | 384 |
| Los Angeles | 1,200,000 | 7,088,216,699 | 39,000,000 | 6,800,000 | 4,424 | 1,495 |
| Minneapolis | 618,000 | 5,116,150,109 | 14,400,000 | 3,200,000 | 1,815 | 1,656 |
| Philadelphia | 850,000 | 5,057,253,490 | 24,300,000 | 3,500,000 | 4,458 | 4,557 |
| Seattle | 315,000 | 1,766,808,047 | 27,000,000 | 1,400,000 | 650 | 535 |

c. Identify key measures of your firm’s financial strength, e.g. capital ratios, market capitalization, total assets. Include copies of most recent audited financial statements and subsequent un-audited quarterly financial statements.

Wells Fargo & Company is a nationwide, diversified financial services company. We’re headquartered in San Francisco, but we’re decentralized, so every local Wells Fargo office is a headquarters for satisfying all our customers’ financial needs and helping them succeed financially. We identify key measures of our financial strength in the following table.

| Key facts* | Measure |
|-------------------------------|---|
| Capital ratios | |
| Risk-based capital | |
| • Common equity Tier 1 (CET1) | 11.4% |
| • Tier 1 capital | 13.0% |
| • Total capital | 15.7% |
| Tier 1 leverage | 8.5% |
| Total assets | \$1.9 trillion |
| Market capitalization | \$177.1 billion |
| Website | wellsfargo.com |

* Wells Fargo & Company Annual Report. 2023. [wellsfargo.com](https://www.wellsfargo.com) > About Us > Investor Relations > Annual Reports and Proxy Statements > 2023 Annual Report.

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- d. Provide rating for the bank and/or bank holding company from two of the following agencies: Standard & Poor's, Fitch, Moody's Thomson BankWatch, Sheshunoff or Lance. Include rating for Long-term Issuer Rating, Short-term Issuer Rating, Senior Unsecured, Subordinated and Preferred Stock.

Wells Fargo subscribes to DBRS, Fitch, Moody's, and Standard & Poor's ratings agencies as indicated in the following table.*

| Wells Fargo & Company | DBRS Morningstar | Fitch | Moody's | S&P Global |
|--------------------------|------------------|--------|---------|------------|
| Outlook | Stable | Stable | Stable | Stable |
| Long-term Issuer Rating | AA (low) | A+ | A1 | BBB+ |
| Short-term Issuer Rating | R-1 (middle) | F1 | P-1 | A-2 |
| Senior Unsecured | AA (low) | A+ | A1 | BBB+ |
| Subordinated | A (high) | A- | A3 | BBB |
| Preferred Stock | A (low) | BBB | Baa2 | BB+ |

| Wells Fargo Bank, N.A. | DBRS Morningstar | Fitch | Moody's | S&P Global |
|--------------------------|------------------|--------|---------|------------|
| Outlook | Stable | Stable | Stable | Stable |
| Long-term Issuer Rating | AA | AA- | Aa2 | A+ |
| Short-term Issuer Rating | R-1 (high) | F1+ | P-1 | A-1 |
| Bank Deposits | AA | AA | Aa1 | A+ |
| Senior Unsecured | AA | AA- | Aa2 | A+ |
| Subordinated | AA (low) | A | Aa3 | BBB+ |

* The information provided can be found on our [Wells Fargo Investor Relations](#) site 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](#) before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

e. Provide a copy of your firm's latest audited financial statement.

To access our full Wells Fargo & Company Annual Report and other supplemental reports, please go to: [wellsfargo.com](https://www.wellsfargo.com) > About Us > Investor Relations > Annual Reports and Proxy Statements.

f. Explain what differentiates your lockbox service from others in the industry.

Wells Fargo's goal is to provide receivables solutions that stand out for their quality and value, and that are supported by a top-notch service organization.

We continue to make significant investments in technology that support our production staff and help to ensure our customers' receivables are handled as accurately as possible.

Wells Fargo continually strives to offer our customers access to leading-edge receivables technology. Some of the notable features of our lockbox solution include:

Consolidated receivables

Through our consolidated receivables service, we can combine remittance information for a variety of payment types, including ACH, lockbox, merchant services payments, online bill payments, remote deposits, and wires. We then translate the data and deliver it to you in a format that is compatible with your ERP platform, treasury workstation, or system of record.

Extensive nationwide network

Our nationwide lockbox network operates 24 hours a day on a single technology platform, which can not only expedite funds availability but also provide for business continuity.

Faster funds availability

Directing your remittances to our lockbox network for processing allows you to meet earlier deposit deadlines and benefit from improved cash forecasting and intraday availability of funds.

Flexible data delivery

You can receive direct transmissions of your remittance detail for automated updating to your accounts receivable (AR) system.

Virtual lockbox

Send us images of checks, coupons, correspondence, envelopes, and invoices you receive at your location. We integrate them into your lockbox processing stream and process these transactions as part of your lockbox deposit. If you send us these items prior to your deposit cutoff time, we process the items on a same-day basis. These items are included in the image and data transmission files we send you for uploading to your AR system.

Online decisioning

You can submit additional processing information for payments that would normally be returned when you use our online decision tool. We present images of each payment to you and give you the following options:

- **Accept the payment as is**
- **Enter missing data and accept the payment** — You need to add any missing data fields to process the payment.
- **Adjust invoice dollar amounts to balance the transaction** — You can add new invoices or delete existing invoices.
- **Reject the payment and return it to the County** — We return the payment to you unprocessed according to the existing mail-out instructions you set up during implementation.

While other providers may be allocating investment dollars in other areas, Wells Fargo is investing heavily in the future of our lockbox network. Not all of these investments will be evident in new, customer-facing features, but they will have an impact on the speed and accuracy with which we process transactions in our network. These investments include new processing facilities (we opened a new processing facility in Philadelphia in May 2024), new equipment, and new technology.

g. Provide a list of the clearinghouse associations if applicable.

We're a member of The Association for Work Process Improvement (TAWPI).

We actively participate in ECCHO, a service of The Clearing House. We partake in customer user groups managed by Viewpointe. These organizations lead initiatives to improve paper check processing and check imaging.

h. Coordinate the seamless transition of remittance processing with the current contract provider.

As your existing lockbox services provider, we can focus uniquely on fine-tuning your existing services because your lockboxes are already established. Our special advantages are understanding your business, fully appreciating your needs and goals, and having a solid working relationship with your treasury team. This means we can continue processing payments without the time-consuming process of account opening, compliance and due diligence, or the frustration and cost of implementation.

In the event we are not selected as your go-forward lockbox services provider, we will gladly work with and support the County through the transition to a new provider. If the County chooses to migrate your lockbox processing into an in-house lockbox, we will assist you through that transition and support you with the electronic processing and reconciliation associated with your internally managed lockbox.

Tab 5 – References

In this tab, Offerors shall provide a minimum of three (3) references including contact name, email address and telephone number. References submitted should be applicable to the specific services requested in this RFP.

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

| References | |
|--|---|
| Commonwealth Savers (Virginia529, formerly Virginia College Savings Plan) | Customer uses the following Wells Fargo services: <ul style="list-style-type: none">• Lockbox services• E-Box |
| Vivian Shields Chief Financial Officer | |
| 804-786-4768 vshields@virginia529.com | |
| Chesterfield Public Utilities | Customer uses the following Wells Fargo services: <ul style="list-style-type: none">• Lockbox services• E-Box |
| Kathy Sobczak Assistant Director | |
| 804-751-4470 SobczakK@chesterfield.gov | |
| Washington Metropolitan Area Transit Authority (WMATA) | Customer uses the following Wells Fargo services: <ul style="list-style-type: none">• Lockbox services |
| Gerrae' Redd Treasury Manager | |
| 202-236-1254 GPRedd@wmata.com | |

* Reference information is confidential.

Tab 6 – Service approach, methodology and training

In this tab, Offerors should provide in detail their approach and methodology to fulfilling the scope of services being solicited by this RFP and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, provide the services that they will be providing.

As your current banking services provider, Wells Fargo is uniquely positioned to meet your existing operating requirements — without the cost or effort associated with implementation — while helping you expand and enhance how your constituents make payments to the County, how you pay vendors, and how your staff manages its cash management operations.

We currently process the County’s lockbox deposits at our Atlanta facility.

Wholesale lockbox

Scope of Services sections D – F

You can streamline your receivables by directing check payments, both with remittance documents and without, to a lockbox at Wells Fargo for processing. Our Wholesale Lockbox services offers:

Faster funds availability

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

Greater visibility and control

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

Flexible data delivery

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

* Additional fees may apply for custom builds.



Select the icon to view a brief video tutorial of our lockbox service.

Image options

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

Online

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

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

Transmission file

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

- Intraday — A separate image file for each batch of work we process is available within two hours of your deposit cutoff in either a zip or PDF file.
- Next day — A consolidated zip file containing all of your images from the previous day is available by 7:00 a.m. Eastern Time the following business day.

Optional features

AR transmission

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

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

Exception processing

(Scope of Services sections C and F)

Using our online decision tool, you can submit additional processing information for payments that we would normally return unprocessed. We present images of each payment to you that meets the online decisioning criteria and give you the following options:

- Accept the payment and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data)
- Reject the payment and mail it to you
- Reject the payment and mail it back to the remitter's name and address that you provide to us; we'll include a letter, branded with your organization's logo, to explain the reason for rejection

With our Wholetail Lockbox service, you can direct payments with optical character recognition (OCR)-scannable coupons to an automated lockbox. This lockbox can also accept and process items inadvertently sent without an OCR coupon. You get the technological advantages of high-speed lockbox processing with the flexibility for items sent with an OCR coupon along with the data collection capabilities of low-volume wholesale lockbox processing for items sent without an OCR coupon.

Wholetail lockbox

Scope of Services sections A – C.

Our Wholetail Lockbox service offers:

All payments in one lockbox

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

Faster funds availability

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

Greater visibility and control

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

Flexible data delivery

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

* Additional fees may apply for custom builds.

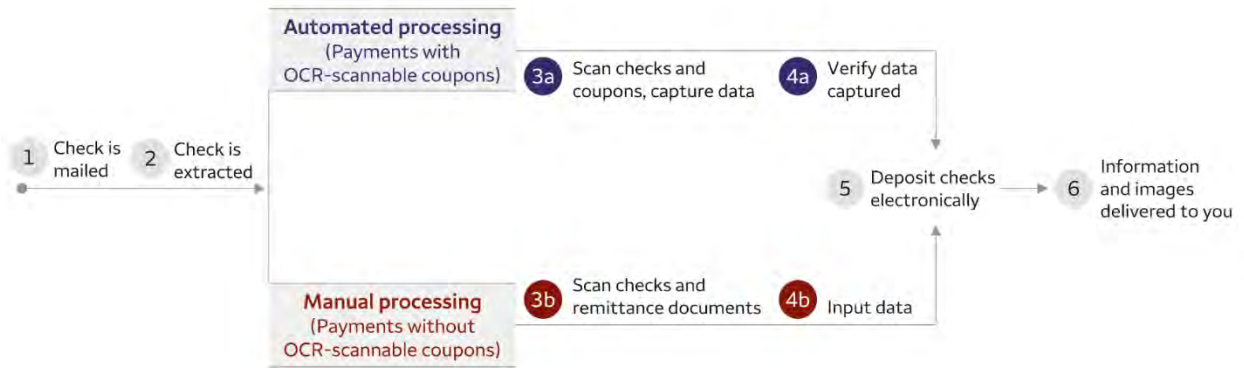


Select the icon to view a brief video tutorial of our lockbox service.



How it works

The following workflow shows the wholetail lockbox process flow.



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.

Electronic lockbox (E-Box)

Scope of Services sections F and G

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

With our electronic lockbox service, you can help simplify your bill payments process, increase your straight-through processing rate of receivables, and minimize your staff's time spent handling exceptions.

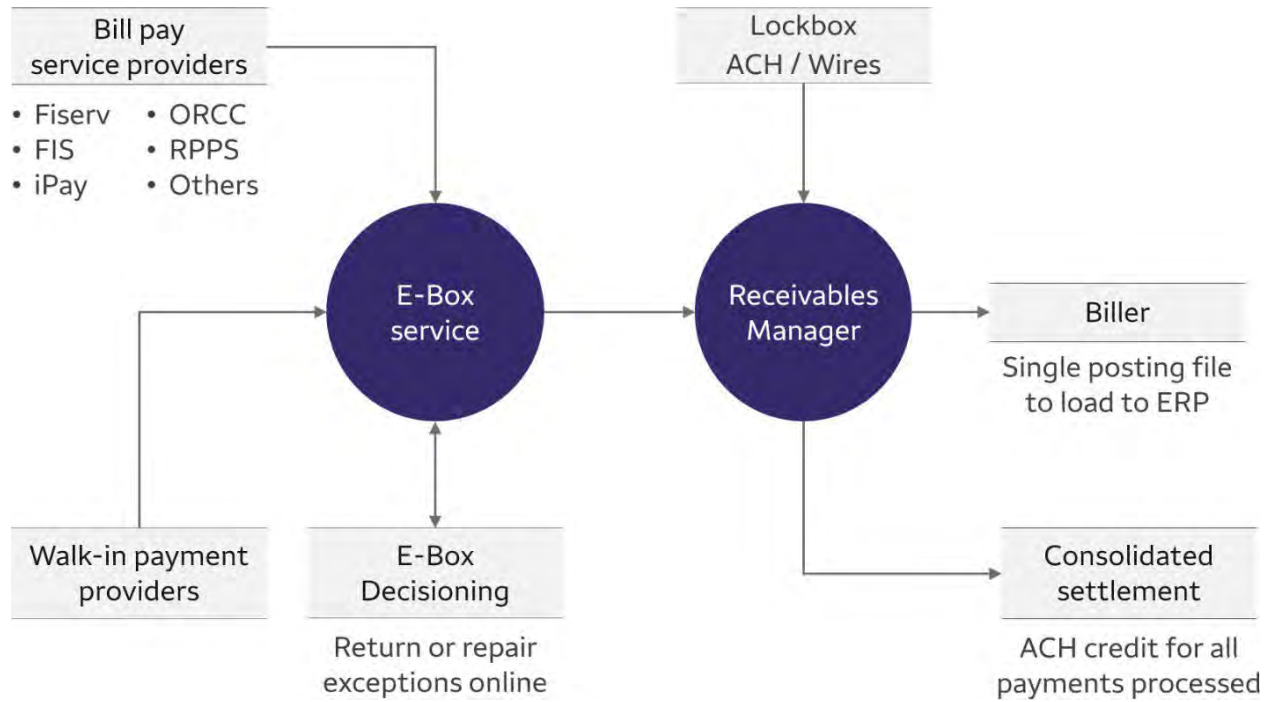
Our electronic lockbox service repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file. You use the file to automatically update your AR system and apply credits to your customers' accounts. Our service accepts payments from all major online and walk-in bill pay service providers.



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When you sign up, we notify the bill pay 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 and consolidated receivables services.



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

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

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

* Applies to credit card billers.

Online payment management

With our 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

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

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

Research

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

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

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

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

Reporting

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

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

Virtual lockbox

Scope of Services section H

We offer a virtual lockbox service that works in conjunction with our lockbox offering. Using an approved scanner, you can scan and send us images of checks, correspondence, and invoices you receive at your location. We'll then integrate and process them with those we receive in your lockbox.

We can then process and deposit them like your other lockbox payments. We'll include these items in the image and data transmission files we send you for uploading to your AR system.

You will receive ledger credits for payments and we'll process transactions according to your regular lockbox deadlines we establish during implementation.

Data entry capabilities

We use the same data entry and processing instructions for each payment you submit as we use for payments received at the lockbox.

OCR coupons

When you scan a payment with an OCR coupon and submit it for processing, we'll automatically capture the data from the scanline.

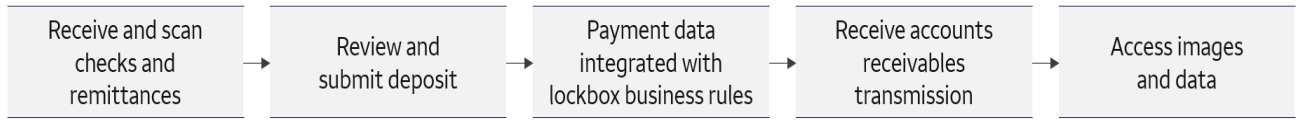
Remittance file integration

We combine the payments we receive into your lockbox with those you submit to us using our virtual lockbox service and provide you with a single electronic transmission of your remittance detail. The file is in the same format as your standard lockbox file.

Remittance document imaging

You can scan checks, invoices, coupons, and correspondence (up to 8½" x 11" in size). We store all check and remittance document images — regardless of source — in a convenient, searchable electronic archive.

How virtual lockbox works



Postal partnership

We use contract couriers to pick up mail from the U.S. Postal Service® (USPS®) and deliver it to our lockbox sites. We maintain responsibility for customer service and the implementation of all lockbox services. We’re responsible for deposit clearing and for information and image reporting related to payments processed for the County at the affiliated sites.

Offer shall include the following:

a. Information on the current lockbox operating environment including:

i. Turnaround time anticipate for inquiries

We have established turnaround times for research and adjustments.

In general, we complete research requests for transactions processed within the previous 180 days within three business days. However, the time it takes to respond to a request can vary depending on the specific issue and the type of transaction we’re researching.

When you contact dedicated Client Service Officer Kenney Brown with any inquiry that requires research, they log your inquiry, assign a case number, and direct it to the operations area that can best help with research and any possible adjustment.

We share the case number with you for easy tracking and provide you with an estimate of the time it will take to resolve the matter.

ii. Toll free telephone number and email access availability

You can initiate and track inquiries using the following methods.

Toll-free phone number

During business hours, you can call dedicated Client Service Officer Kenney Brown. You also have the option to leave a voice mail 24 hours a day, seven days a week.

Security measures

Our GTM Service team authenticates you and requires you to verify certain information that only the County would know. For internal audit purposes, the client service officer documents which authentication methods were used.

Email

You can reach us when you sign on to our online banking platform and use the “Create new request” link to submit an inquiry. We reply to you through our secure platform. We work entirely within this secure platform for security purposes.

Additionally, you can use your own email system to contact us. When we receive your email, we convert it to our own secure email format.

Security measures

If you contact us through your email system, we authenticate your email using the same method we would for a phone call.

If you don't provide all the required authentication items, we send a secure email back to the requestor and ask for additional information before we begin handling the request.

Whenever we transmit sensitive or confidential text and attachments by email, we use a secure messaging system that encrypts all emails — protecting your information while it's in transit.

To read a secure email from Wells Fargo, you must be connected to the internet. We send secure emails to your regular email inbox, and the same security image displays each time.

iii. Hardware and software

We provide technical support depending on the situation.

In most cases, client service officers can diagnose your problem and provide a solution on the first call. When necessary, a deeper level of support is promptly available.

Technical issues

If there is a problem that our client service officers can't resolve, they act as your liaison to escalate the issue to our technical support group.

While we can't provide support for the County's hardware and software, we assist in any way we can. For instance, we can help to troubleshoot an issue with a virtual lockbox scanner but won't troubleshoot an area that your IT department is better suited to support; we won't put your systems at risk.

Transmission issues

Our Wholesale Transmissions department focuses primarily on communication issues related to data transmission.

Customers who exchange information with Wells Fargo using our data transmission service also have the help of a dedicated support staff.

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Hours

GTM Service

Our client service officers are available Monday through Friday from 7:00 a.m. to 9:00 p.m. Eastern Time and Saturday from 9:00 a.m. to 3:30 p.m. Eastern Time.

Dedicated support

We arrange hours of support for dedicated Client Service Officer Kenney Brown based on your specific needs.

Our GTM Technical Support team is available during the same hours as our GTM Service team. Monday through Friday from 7:00 a.m. to 9:00 p.m. Eastern Time and Saturday from 9:00 a.m. to 3:30 p.m. Eastern Time.

Wholesale transmissions

Wholesale Transmissions staff is available 24 hours a day, seven days a week.

iv. Transmission security

You can retrieve payment information online, by image transmission, or by data transmission.

Online

We make images and reports available for you through our online banking platform on a same-day basis.

Encryption

We use 256-bit encryption, which provides a secure session between you and our online banking platform. During logon, or when using two-factor authentication, we mask passwords, PINs, and token codes for security reasons. Additionally, the system stores all passwords using one-way hashing.

Passwords and IDs

All passwords must meet stringent criteria and be changed regularly within the required timeframe. We disable the ID of any user who unsuccessfully tries to log in more than three times. This helps prevent computer hacking should a user ID fall into the wrong hands.

Sessions automatically time out after 15 minutes of inactivity, minimizing the risk of unauthorized use if someone steps away from his or her computer without logging off.

Administrative controls

You can maintain and monitor your own users and expedite turnaround for user password resets and user enabling.

Your designated administrators can track at the user level; they are able to view any queries, images, or administrative functions a user performs, which can assist in meeting your audit requirements and mitigate the risk of inappropriate employee usage. Administrators can also view failed logon attempts and see the last time a user logged on.

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To further support user level tracking and to show a clear audit trail (in addition to helping prevent the sharing of user IDs and passwords), the same user can't be logged on to multiple computers at the same time.

Image transmission

Each day, we post an indexed image file to a secure Wells Fargo site, where you can retrieve and download the file the next business day after deposits process.

Data transmission

We transmit your files in standard BAI V2 or EDI layouts (customization of a non-standard format is available for an additional fee).

You can choose from the following secure, efficient, and economical protocols to retrieve your files:

- HTTPS through a browser
- HTTPS using automation
- FTP/S
- SFTP
- AS2

v. Physical security

We require physical security measures for facilities that house information-processing equipment to meet the requirements contained in the Wells Fargo Information Processing Facility Performance Specifications. We determine the specific physical controls used at each site based on the functions performed there.

We do not share specific information regarding our security safeguards and practices. However, they may include the controls listed in the following table.

| Physical security controls | |
|--|---|
| Access control mechanisms at entrances and exits | Individually-assigned ID cards and badges |
| Biometric authentication | Mantraps |
| Cameras | Restricted access to specific areas, such as computer rooms |
| Guards | Visitor sign-in and escort requirements |

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- b. Provide a list of locations for lockbox processing sites and include the number of lockbox employees at each site (part-time and full-time). Identify on the list which site will be used for this contract.**

Our processing sites are located in Atlanta, Charlotte, Dallas, Denver, Los Angeles, Minneapolis, Philadelphia, and Seattle. The County currently uses our Atlanta and Philadelphia sites.



We have more than 975 employees involved in lockbox operations throughout our nationwide lockbox network.

Approximately 20 employees are dedicated to supporting lockbox programming and transmission functions. We have several other employees who support data storage, hardware maintenance, workstations and connectivity, and the online banking platform.

Our GTM Service team, which employs more than 700 employees, provides customer service support for our lockbox customers.

- c. Provide a cost comparison between payments that are mailed directly to the lockbox processing center and payments that are mailed to Henrico County Treasury then desktop deposited. Be sure to include all associated costs.**

Wells Fargo Electronic DepositSM

We designed our image cash letter service for customers who already have an existing process to capture check images and data. This means you can use your preferred method to capture this information, as long as you format the file to the specifications we provide.

Our proprietary format provides greater flexibility in structuring deposits and allows you to deposit to multiple accounts within a single file. It also supports a special user record for including discretionary data such as your customer's account number or invoice number. You can then access this data on reports for audit or research purposes.

WELLS FARGO

We support two image cash letter file formats:

- Common Federal Reserve Bank
- Proprietary Wells Fargo
- To our knowledge, we're the only bank that has a specialized operations and customer service unit, the Electronic Deposit Center. This group provides end-to-end support to our customers that use our image cash letter services.

How it works

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



Requirements

| Type | Items |
|---------------------------------|---|
| General | <ul style="list-style-type: none">• Scan eligible checks to accurately capture all MICR line data• Capture and store check images and MICR data according to generally accepted industry standards• Create deposit records for the total of checks transmitted and send a balanced file• Format the file according to the specifications we provide during implementation• Transmit a file securely through one of our transmission options |
| Operational requirements | <ul style="list-style-type: none">• Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file• Maintain and operate equipment to help ensure ongoing image and MICR data quality so that you can collect checks electronically or convert them into substitute checks |
| Check retention | <ul style="list-style-type: none">• Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate deposits• Retrieve individual original items during the retention period in the case of an exception item |

* Consult your legal department to determine the timeframe that is best for the County.

d. Explain your process for mail sent to your lockbox processing center.

Processing workflow

The following is a general explanation of how we process the 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 to view and follow your established instructions.

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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

We move mail from the mail bins to the processing area. Once there, an operator opens the mail and extracts the contents manually or uses automated mail-opening equipment. The operator reviews 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 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 transmit 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

- 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
- Code mail bins according to deposit deadlines to help ensure timely processing of payments

Open mail and extract contents

- 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
- 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
- Routing and transit number (to verify U.S. dollars)

Scan remittance documents

- Detect documents that are out of order
- Verify first and last check in each batch to prevent comingling

Input check data (if necessary)

- Re-enter check amount for CAR rejects by viewing image
- Verify data entered by a second operator to confirm accuracy

Create deposit file

- Generate systematic reports to notify us of possible out-of-balance conditions
- Place affected deposits on hold until we can resolve the condition

Generate output and prepare package

- Account for all batches
- Review all work and confirm that it corresponds to your lockbox
- Mail package according to your specifications
- Note number of boxes and pickups on log

Workflow



e. Provide information on lockbox volumes including:

i. Number of lockbox customers at the proposed site

Please see the table in ii. below. The County uses our Atlanta site.

ii. Monthly and annual lockbox volumes at the proposed site

The following table provides our average volumes for both our wholesale and whole-tail lockbox services for the last three months.

| Lockbox location | Items | Dollars | Keystrokes | Images | Lockboxes | Customers |
|------------------|-----------|---------------|------------|-----------|-----------|-----------|
| Atlanta | 1,701,896 | 7,474,978,820 | 38,642,197 | 3,510,556 | 3298 | 1431 |
| Charlotte | 601,658 | 2,592,634,522 | 9,522,352 | 1,278,458 | 1228 | 637 |
| Dallas | 1,399,365 | 7,902,287,177 | 41,892,715 | 2,902,721 | 4012 | 1799 |
| Denver | 393,190 | 1,360,776,825 | 7,125,606 | 327,630 | 673 | 348 |
| Los Angeles | 1,874,728 | 7,440,727,856 | 41,956,811 | 3,000,560 | 4463 | 1768 |
| Minneapolis | 1,592,136 | 5,659,158,574 | 22,718,614 | 1,276,949 | 1878 | 972 |
| Philadelphia | 928,704 | 5,006,401,742 | 24,370,378 | 2,332,183 | 4406 | 1801 |
| Seattle | 459,530 | 1,819,601,601 | 32,856,638 | 601,109 | 793 | 382 |

iii. Average daily volume processed at the proposed site

Please see the table in ii. above. For our average volumes during the last three months.

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iv. Peak periods, if any, at the proposed site

Our weekly peak period is generally on Monday, or if Monday is a holiday, the peak is on Tuesday. Our monthly peaks are typically the first and last weeks of the month.

Our staff can handle our normal peak periods and the related increase in volume; however, some sites process work on weekends to help ease Monday volumes.

If we experience a period of increased volume exceeding our normal peak periods, we'll scale our workflow as needed. We can implement overtime hours, flexible schedules, and schedule additional staff to handle the increase in processing needs.

f. Provide the mail pick-up schedule and the percentage of mail available with each run. Identify when this mail is available for processing by the lockbox department. Identify contingency plans for USPS mail delays and bottlenecks.

Pickup schedule

The table below lists post office pickup schedules for each of our lockbox locations. All times are local. We periodically evaluate and adjust mail pickup times based upon mail arrival patterns from the USPS. We code mail bins according to deposit deadlines to help ensure timely processing of payments.

| Post office location | Weekdays | Saturday | Sunday |
|--|------------------------|------------------------|------------------------|
| Atlanta | 2:30 a.m. | 2:30 a.m. | 2:30 a.m. |
| Main Post Office | 6:00 a.m. 6:00 p.m. | 6:00 a.m. 6:00 p.m. | 6:00 a.m. 6:00 p.m. |
| Charlotte | 2:30 a.m. | 2:30 a.m. | 2:30 a.m. |
| Main Post Office | 6:00 a.m. 6:00 p.m. | 6:00 a.m. 6:00 p.m. | 6:00 a.m. 6:00 p.m. |
| Dallas | 2:30 a.m. | 2:30 a.m. | 2:30 a.m. |
| Main Post Office | 1:00 p.m. 6:00 p.m. | 1:00 p.m. 6:00 p.m. | 1:00 p.m. 6:00 p.m. |
| Denver | 6:00 a.m. | 6:00 a.m. | 6:00 a.m. |
| Denver Post Office | 12:00 p.m. | 12:00 p.m. | 12:00 p.m. |
| Los Angeles | 2:30 a.m. | 2:30 a.m. | 2:30 a.m. |
| Main Postal Facility | 1:00 p.m. 6:00 p.m. | 1:00 p.m. 6:00 p.m. | 1:00 p.m. 6:00 p.m. |
| Minneapolis | 4:00 a.m. | 4:00 a.m. | 4:00 a.m. |
| St. Paul Processing and Distribution Center | 11:30 p.m. | 11:30 p.m. | 11:30 p.m. |

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| Post office location | Weekdays | Saturday | Sunday |
|--|----------------|----------------|----------------|
| Minneapolis Minneapolis Post Office | 4:00 a.m. | 4:00 a.m. | 4:00 a.m. |
| | 12:00 p.m. | 12:00 p.m. | 12:00 p.m. |
| | 11:30 p.m. | 11:30 p.m. | 11:30 p.m. |
| Philadelphia Lindbergh Facility | 2:00 a.m. | 2:00 a.m. | 2:00 a.m. |
| | 2:00 p.m. | 2:00 p.m. | 2:00 p.m. |
| Philadelphia 30th Street Facility | 2:00 a.m. | 2:00 a.m. | 2:00 a.m. |
| | 2:00 p.m. | 2:00 p.m. | 2:00 p.m. |
| Seattle Terminal Station | 4:30 a.m. | 8:00 a.m. | 8:00 a.m. |
| | 10:30 a.m. | 11:30 a.m. | No p.m. pickup |
| | No p.m. pickup | No p.m. pickup | |

Processing availability

Our goal is to process all payments the day we receive them. Our ability to process all payments may be impacted by several factors, including mail receipt time, total mail volume received, processing requirements for your lockbox, and your end-of-day cutoff time. The last mail pickup for same-day processing generally occurs between 6:00 a.m. and 9:00 a.m. local time.

Any items we receive after the deposit cutoff time are held for processing on the next business day.

Contingency plan

We track and monitor the remittance volume that passes through each of our processing sites. We identify incoming mail patterns and work with the post office when discrepancies arise.

If we note variations in expected volumes, we meet with local USPS representatives to promptly correct any problem.

g. Provide a detailed schedule for transition and implementation to include tasks and dates for each.

Because the County currently uses our lockbox services, no transition is required.

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

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

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

- h. Provide a work plan for training the County employees on applications as well as any data transmission services or testing plans.**

Training

Our mission is to provide you with a comprehensive and relevant training and support tools that you can conveniently access when you need them. These training courses include:

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

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

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

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

Transmissions and testing

For any new services, you may need technical assistance if you're going to receive a data or image file. Your implementation consultant will coordinate testing between your staff and our transmission group. Our transmission group can help answer your file specification questions and assist with file format testing. If they identify an issue, they will email you so that your technicians can make the necessary corrections. We won't move transmission services into the production environment without your agreement.

- i. Provide a list of any documents, files or important information needed from the current service provider or the County in order to have a successful transition.**

We provide agreements and service descriptions in the Appendix section.

- j. Describe the process of handling overnight/express mail at the lockbox facility. When will mail be available for lockbox processing?**

Our timely processing of lockbox mail usually eliminates the need for priority handling, but we understand that the County may have unique needs.

If you feel you need priority handling, we welcome the opportunity to discuss your situation and we'll do our best to accommodate your specific needs.

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k. Describe data transmission/file transfer capabilities and options

We support a variety of transmission methods. Depending on the method you select, you can log on and retrieve your files from our secure internet site or you can receive an outbound push where you automatically receive your files from us as they become available.

The following table lists the delivery options available for each transmission method.

Transmission options

| Internet protocols | Customer retrieves files from Wells Fargo | Wells Fargo pushes files to customers |
|--------------------|---|---------------------------------------|
| HTTPS browser | Yes | No |
| FTP/S | Yes | Yes |
| SFTP | Yes | Yes |
| AS2 | No | Yes |
| VPN | Yes | Yes |

| Connect:Direct secure proxy | Customer retrieves files from Wells Fargo | Wells Fargo pushes files to customer |
|-----------------------------|---|--------------------------------------|
| IP-based | Yes | Yes |

l. Provide information on your storage capabilities and destruction of documents in lieu of returning documents back to the County.

Destruction

We keep all original items at the lockbox site for at least five days and then securely destroy them. A bonded shredding provider securely shreds the items. As a standard, we archive images for online access for seven years.

Storage

For permanent storage, we can provide images by image file transmission.

Batch image retrieval is another option for viewing wholesale lockbox images. It groups batches of images into a PDF document for easy downloading. Batches generally contain 25 checks and their associated documents. All batched images can be displayed together. 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 that meet our imaging standards). Image files are available within two hours of your deposit cutoff time. Through our secure transmission platform, you can download files and view images using your own internal image viewer.

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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).

m. Explain your process for storage and how you determine the destruction date. Provide a sample Proof of Destruction document.

We keep all original items at the lockbox site for at least five days and then securely destroy them. A bonded shredding provider securely shreds the items. We can discuss the process further with you upon request.

n. What measures are used to notify the County of any problems, delays, or changes in the processing of the daily work.

Out-of-balance issues

At the transaction level, we process the payment according to the instructions you provided to us during implementation.

At all other levels, the operator notifies a manager who assigns a resource (such as a team lead or senior operator) to resolve the out-of-balance condition. If necessary, the operator will identify and extract the affected batch from the payment file and reconstruct the batch.

Your client service officer will contact you if the out-of-balance condition will delay your transmission — so that you can tell us how you want us to proceed. You can instruct us to either send the transmission after we resolve the condition or to remove the affected batch from the day's work and send the transmission file at the regular time.

System problems

We have contingency plans in place for both minor and major system failures. Our qualified personnel can handle most simple repairs, but we have established maintenance agreements with all of our major hardware vendors. If a serious error or malfunction takes place, we contact the vendor, who is required to send a repair technician as soon as we report the issue.

We can send the County's work to another site if needed. We have backup software programs for all customers and can export images to other sites for remote data entry. We handle system malfunctions — small or large — as promptly as possible, helping to ensure that we process your payments with minimal delay.

Volume discrepancies

We track and monitor the remittance volume that passes through each of our processing sites. We identify incoming mail patterns and work with the post office when discrepancies arise.

If we note variations in expected volumes, we meet with local USPS representatives to promptly correct any problem.

Changes we make

We have no plans to significantly alter our workflow process within the next 12 months.

Changes you request

When you request changes to your lockbox processing instructions, we'll document and send them to your processing site, where they'll be updated in our system.

The methods we use to communicate changes vary by location, but can include whiteboard messages, emails, weekly meetings, and written documentation that lockbox processors must sign. We highlight the changes in the instructions that our processors view online or on paper.

Since we don't assign processors to specific lockboxes, they are required to read your instructions before they begin to process your work. This helps ensure they adhere to your specifications.

- o. Describe your process for posting funds to the County's account to include timeframes for postings. Identify if there are any deposit or transaction limits.**

Process and timeframes

Our goal is to process all payments the day we receive them. Our ability to process all payments may be impacted by several factors, including mail receipt time, total mail volume received, processing requirements for your lockbox, and your end-of-day cutoff time. The last mail pickup for same-day processing generally occurs between 6:00 a.m. and 9:00 a.m. local time.

Any items we receive after the deposit cutoff time are held for processing on the next business day. We include deposit cutoff times and corresponding transmission times in the following table.

| Lockbox site | Deposit cutoff times* | Transmission times* |
|--------------|-----------------------|---------------------|
| Atlanta | 5:00 p.m. | 7:00 p.m. |
| Charlotte | 5:00 p.m. | 7:00 p.m. |
| Dallas | 4:00 p.m. | 6:00 p.m. |
| Denver | 5:30 p.m. | 7:30 p.m. |
| Los Angeles | 7:00 p.m. | 9:00 p.m. |
| Minneapolis | 4:30 p.m. | 6:30 p.m. |
| Philadelphia | 5:00 p.m. | 7:00 p.m. |
| Seattle | 6:00 p.m. | 8:00 p.m. |

*All times are in local time.

Limits

The single check transaction limit is \$99,999,999.99.

- p. Describe your process for payment exceptions for tax and utility transactions such as partial payments, payments without coupons, overages and shortages, that require resolution by County staff.

Exception types

The following exception types are sent to our online decision tool:

- Unbalanced multi-transactions
- Missing required value-added keying data

Notifications

A courtesy email notification can be sent to up to three authorized user email addresses at the County when batches become available to decision. This is a courtesy email only; you should develop a standard operating procedure to routinely check and manage your decisioning queue.

Standard instructions

Our standard returned item processing instructions are:

- Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system
- Post all returned items to the depository account in one lump sum per day (per processing site)
- Debit the depository account for chargebacks
- Return item image through our online banking platform

Special instructions

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

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

* Additional fees may apply for special instructions.

Additional reporting and processing options

Examples of additional options you can set up include:

- View daily reporting — including keyed data — online
- Receive a data transmission of returned item information, including keyed data
- Automatically convert eligible paper returns to ACH debits using our Electronic Returns service

q. Describe your process for check only transactions, if applicable, include report capabilities available and provide sample reports.

Wholesale

Payments without OCR-scannable coupons

For payments without OCR-scannable coupons, we can tailor our service to accommodate your procedures for processing certain check conditions. Our standard is to process the following items:

- Post-dated
- Stale-dated
- Missing a payee
- Missing a drawer's signature

However, you can choose to have us reject them and return these items to you.

Restrictive endorsements

Our standard is to process items with restrictive endorsements, including, but not limited to, statements such as "paid in full". We assume no responsibility for depositing items bearing restrictive clauses or words of similar meaning.

Payments with OCR-scannable coupons

For payments with OCR-scannable coupons, we don't review the checks and therefore can't tailor our service.

Wholesale

We can accept a read-only copy of your AR information and use it to research payments that are missing information. To help ensure that we have the most current information, you would need to send us a daily AR file. If we don't have the most current information, valid payments could be rejected.

Reporting

Our online decision tool helps you reduce unapplied remittances. We provide sample reports in the Appendix section.

r. Describe how errors are handled and whether work is reprocessed same day or carried over to the next day.

The following paragraphs describe the controls we use to help ensure accurate and timely processing of all remittances per your specifications.

Accuracy

We program most customer-specific instructions (such as stop files or scan line edits) into our operating software. Our software follows these instructions automatically, without operator intervention.

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For all other instructions (such as data entry or cash processing), we document procedures and have you sign off on them. Throughout processing, our operators have your lockbox processing instructions visible to help ensure they follow your established instructions.

Timeliness

We use a color-coded tagging system to track payments and help ensure we process them within 24 hours. In addition, supervisors inspect mail receiving areas and processing bins to help ensure timely processing of payments. As needed, we'll use system tools to confirm either the processing of a customer's work or the recording of a zero deposit in our system.

Encoding safeguards

We have several safeguards in place throughout our processing workflow to prevent encoding errors and misapplied transactions. We use the following controls:

Standard

We use the following automated technology:

- CAR
- LAR
- Stub intelligent character recognition (ICR) technology

We verify every dollar amount twice (either automatically or manually) and perform image quality acceptability and usability tests on every image.

Customer-specific

Per your specifications, we can program the following system edits:

- Amount limits
- Account numbers
- Check digits
- OCR scan line check digits

During the implementation process, we work together to identify consistencies within your account number configuration. We then program system edits based on your customer payment patterns, dollar amount thresholds, or percentages of amounts billed.

Misapplied transaction safeguards

We capture the MICR line and OCR line of each check, so that if an out-of-order condition occurs, we're able to determine the proper order of your checks.

If there's a transport problem or jam, we review the transactions that precede and follow the incident to verify the correct order. This process helps ensure we accurately post all items.

Errors processing

After we're made aware of a processing error, we work to correct that error as soon as possible, including movement of funds, removal of images, regeneration of files, and things of that nature. Our goal is to make these corrections the day we have a resolution for the error, but depending on the timing of when that happens, it is possible that the correction would not occur until the next business day.

s. Provide details on your deposit process, including timing. Also provide mail pickup times as well as cutoff times for processing work and making deposits.

Deposits

Our goal is to process all payments the day we receive them. Our ability to process all payments may be impacted by several factors, including mail receipt time, total mail volume received, processing requirements for your lockbox, and your end-of-day cutoff time. The last mail pickup for same-day processing generally occurs between 6:00 a.m. and 9:00 a.m. local time.

Any items we receive after the deposit cutoff time are held for processing on the next business day.

Pickup times

We list our post office pickup times in question f. above.

Cutoff times

Wholesale

The following table shows our deposit cutoff times. You determine the best cutoff time to meet your needs.

| Lockbox site | Deposit times* |
|--------------|--|
| Atlanta | • 4:00 a.m., 8:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m. |
| Charlotte | • 8:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m. |
| Dallas | • 5:00 a.m., 11:30 a.m., 4:00 p.m. |
| Denver | • 7:30 a.m., 9:30 a.m., 10:30 a.m., 2:00 p.m., 4:00 p.m., 5:30 p.m. |
| Los Angeles | • 4:50 a.m., 10:00 a.m., 5:00 p.m., 7:00 p.m. |
| Minneapolis | • 4:30 a.m., 8:30 a.m., 10:15 a.m., 2:00 p.m., 4:30 p.m. |
| Philadelphia | • 4:00 a.m., 8:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m. |
| Seattle | • 9:00 a.m., 10:00 a.m., 12:00 p.m., 2:30 p.m., 4:00 p.m., 6:00 p.m. |

* All times are local.

Wholesale

We include deposit cutoff times and corresponding transmission times in the following table.

| Lockbox site | Deposit cutoff times* | Transmission times* |
|--------------|-----------------------|---------------------|
| Atlanta | 5:00 p.m. | 7:00 p.m. |
| Charlotte | 5:00 p.m. | 7:00 p.m. |
| Dallas | 4:00 p.m. | 6:00 p.m. |
| Denver | 5:30 p.m. | 7:30 p.m. |
| Los Angeles | 7:00 p.m. | 9:00 p.m. |
| Minneapolis | 4:30 p.m. | 6:30 p.m. |
| Philadelphia | 5:00 p.m. | 7:00 p.m. |
| Seattle | 6:00 p.m. | 8:00 p.m. |

* All times are in local time.

t. Explain how will checks that contain the following be processed/handled:

- i. Missing date
- ii. Post-dated
- iii. Stale-dated
- iv. Differing payment amounts between written and numeric
- v. Missing signature
- vi. Restrictions and conditional notations such as “Balance on Acct”, Account to Date, Paid in Full, etc.

We can tailor our service to accommodate your procedures for processing certain check conditions. Our standard is to process the following items:

- Post-dated
- Stale-dated
- Missing a payee
- Missing a drawer’s signature

However, you can choose to have us reject and return these items to you.*

* Your instructions must in be in accordance with all applicable laws and industry standards.

Restrictive endorsements

Our standard is to process items with restrictive endorsements, including, but not limited to, statements such as “paid in full”. We assume no responsibility for depositing items bearing restrictive clauses or words of similar meaning.

-
- u. Clearly state in the proposal submission the ownership and payment responsibility for the post office boxes established with USPS.**

Wells Fargo owns all of our lockbox facilities and is the clearing bank for all locations.

At several of our lockbox sites, we use a third-party courier to pick up mail from the post office and deliver it to our processing sites.

We don't track the number of customers our vendors have. However, we do routinely monitor our service with all of our vendors to help ensure we receive the negotiated service levels.

-
- v. The County will use the Contract template (Attachment P) when writing the contract agreement. Include copies of any agreements/contracts/documents which the County will be expected to sign if your firm is awarded. These will be included as exhibits to the contract.**

We provide agreements and service descriptions in the Appendix section.

Tab 7 – Technical and security

In this tab, Offerors shall provide the following information regarding your firm’s technical and security practices. Provide information as to how your firm’s solution meets the technical requirements of this RFP and provide the following information:

- a. Provide a well-defined systems backup plan for all services. Include hardware, software and communications backup. Provide disaster recovery plan.**

If we invoke a disaster recovery or business continuity plan, lockbox processing at the affected site automatically diverts to another location. The specific location of the backup site will depend on the location of the disaster. All backup sites are fully staffed, operational, and use centralized systems to help provide a smooth transition from the primary to the alternate site.

An alternative processing task may include diverting mail delivery from the affected primary site to the alternate site. In such a case, after we receive mail at the alternate site, we will follow customer-specific instructions to process checks, capture AR data, and image checks and invoices.

We will notify customers and couriers (as appropriate) that their normal processing sites or procedures are affected. Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact our normal service level agreements.

We have contingency plans in place for both minor and major system failures. Our qualified personnel can handle most simple repairs, but we have established maintenance agreements with all of our major hardware vendors.

If a serious error or malfunction takes place, we contact the vendor, who is required to send a repair technician as soon as we report the issue.

We can send the County’s work to another site if needed. We have backup software programs for all customers, and can export images to other sites for remote data entry.

We handle system malfunctions — small or large — as promptly as possible, helping to ensure that we process your payments with minimal delay.

We provide our Business Continuity Plan overview in the Appendix section.

- b. Provide a work plan for training the County employees on applications as well as any data transmission services or testing plans.**

Our mission is to provide you with comprehensive and relevant training and support tools that you can conveniently access when you need them. These training courses include:

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

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Each training course is broken down into several micro-videos. You can choose to complete the entire course from start to finish or jump around to the topics that interest you. You can always go back and review sections and stop and start the course as needed.

You can use this option if you need a refresher on an existing service or if you need to train a new employee. The training is available as long as you have the service.

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

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

c. Describe types of errors that could occur that would require work to be reprocessed or carried over.

We have several safeguards in place throughout our processing workflow to prevent encoding errors and misapplied transactions. We use the following controls:

Encoding safeguards

Standard

We use the following automated technology:

- CAR
- LAR
- Stub ICR technology

We verify every dollar amount twice (either automatically or manually) and perform image quality acceptability and usability tests on every image.

Customer-specific

Per your specifications, we can program the following system edits:

- Amount limits
- Account numbers
- Check digits
- OCR scan line check digits

During the implementation process, we work together to identify consistencies within your account number configuration. We then program system edits based on your customer payment patterns, dollar amount thresholds, or percentages of amounts billed.

Misapplied transaction safeguards

We capture the MICR line and OCR line of each check, so that if an out-of-order condition occurs, we're able to determine the proper order of your checks.

If there's a transport problem or jam, we review the transactions that precede and follow the incident to verify the correct order. This process helps ensure we accurately post all items.

d. Describe how and when problems are communicated to customers.

SAFE transmission

Using our SAFE transmission service, your transmission administrator can enroll online through our transmission application to receive email notifications when we:

- Make a file available to you
- Fail to make a file available to you
- Receive your file
- Receive a file with no data
- Receive an unexpected file
- Do not receive an expected file
- Have purged or will purge your file

Connect:Direct transmission

If the County migrates to our Connect:Direct transmission service in the future, we won't send notifications that your files are available. Instead, we make your files available for download within two hours of your selected deposit cutoff time. When you use one of our supported transmission methods, you can script the download of your files to automate the process.

e. Describe the controls you have in place to ensure that captured work, bill totals and checks are in balance, both on the output file and the deposit.

The following paragraphs describe the controls we use to help ensure accurate and timely processing of all remittances per your specifications.

Accuracy

We program most customer-specific instructions (such as stop files or scan line edits) into our operating software. Our software follows these instructions automatically, without operator intervention.

For all other instructions (such as data entry or cash processing), we document procedures and have you sign off on them. Throughout processing, our operators have your lockbox processing instructions visible to help ensure they follow your established instructions.

Timeliness

We use a color-coded tagging system to track payments and help ensure we process them within 24 hours. In addition, supervisors inspect mail receiving areas and processing bins to help ensure timely processing of payments. As needed, we'll use system tools to confirm either the processing of a customer's work or the recording of a zero deposit in our system.

Quality

Our internal quality standards include the following:

- **Deposit errors:** Deposit-handling errors
- **Deposit report errors:** Errors in reporting current-day lockbox deposit totals
- **Distribution errors:** Failure to follow customer specifications when preparing, shipping, or mailing remittance packages, which results in the loss of materials or a delay in package arrival
- **Item processing errors:** Checks not processed in accordance with customer specifications, which require a financial adjustment to your demand deposit account
- **Procedural errors:** Checks not processed in accordance with customer specifications for remittance handling, which don't require a financial adjustment to your demand deposit account

We closely align our internal quality measurement categories with those developed by the BAI.

f. Describe what security measures will be in place to ensure safeguarding assets against loss during transition period as well as ongoing.

To help reduce the risk of unauthorized access to images through our online banking platform, we feature a variety of security measures.

Access requirements

We require sign-on identifiers from users to sign on to our online banking platform. They include:

- Company ID, user ID, and password
- Strong or two-factor authentication for our online administration service using a PIN and token code

Account lockout

Our online banking platform will lock out a user account when there are five invalid password attempts. If an account becomes locked, the user must contact the County's company administrator or a client service officer in GTM Service to reset the password.

Automatic sign off

We automatically sign you off from our online or mobile banking session after a period of inactivity. This helps reduce the risk of others accessing your information from an unattended computer or mobile device.

Access control

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

Dual control

To help reduce your risk of online fraud, you can choose to set up dual custody to provide an additional level of security to your transactions. Dual custody requires two users using different computers to initiate and complete tasks, such as online payments or administrative changes. With dual custody, the first user initiates the task, and the second user approves it on a different computer or device before it can take effect.

Encryption

We conduct user sign-ons and all session activities using 256-bit encryption. During sign on or when using two-factor authentication we mask passwords, PINs, and token codes for security reasons.* Additionally, the system stores all passwords using one-way hashing.

* The masking of passwords, PINs, and token codes is a default setup. You can use the unhide feature to unmask them.

Audit controls

We internally log and monitor customer events that occur on our online system. Event logs provide information about user activities such as sign-on history, user profile updates, and transactional activity. These logs also identify the user, date and time of event, and other information relevant to the activity performed.

g. Provide your daily completion and error rate.

We measure our lockbox accuracy rates against BAI standard accuracy rates on a quarterly basis. As the following tables illustrates, we exceeded the BAI standard in every category during the past three quarters. Our network performance measurement results are available upon request. The table below shows our most recent results.

Our actual accuracy rates versus BAI standard accuracy rates

Wholesale

| Wholesale lockbox error type | Q3 2023 Actual ¹ | Q4 2023 Actual ² | Q1 2024 Actual ³ | BAI Benchmark ⁴ |
|--|-----------------------------|-----------------------------|-----------------------------|----------------------------|
| Payment processing errors | | | | |
| Wells Fargo payment processing accuracy percentage | 99.9938% | 99.9929% | 99.9917% | 99.9865% |

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| Wholesale lockbox error type | Q3 2023 Actual ¹ | Q4 2023 Actual ² | Q1 2024 Actual ³ | BAI Benchmark ⁴ |
|--|-----------------------------|-----------------------------|-----------------------------|----------------------------|
| Procedural errors | | | | |
| Wells Fargo procedural accuracy percentage | 99.9996% | 99.9995% | 99.9995% | 99.9962% |
| Deposit processing errors (accuracy) | | | | |
| Wells Fargo deposit processing accuracy percentage | 99.9934% | 99.9934% | 99.9914% | 99.9693% |
| Distribution errors | | | | |
| Wells Fargo distribution accuracy percentage | 99.9919% | 99.9924% | 99.9932% | 99.8992% |
| Deposit reporting errors (accuracy) | | | | |
| Wells Fargo deposit reporting accuracy percentage | 100.0000% | 100.0000% | 100.0000% | 94.9612% |
| Late or failed deposit reporting errors | | | | |
| Wells Fargo late or failed deposit reporting accuracy percentage | 100.0000% | 99.8453% | 100.0000% | 92.3578% |
| Detail reporting errors (accuracy) | | | | |
| Wells Fargo detail reporting accuracy percentage | 100.0000% | 99.9997% | 99.9999% | 99.8434% |
| Late or failed detail reporting errors | | | | |
| Wells Fargo late or failed detail reporting accuracy percentage | 100.0000% | 99.9999% | 100.0000% | 94.7185% |

1. Q3 2023 aggregate division performance.
2. Q4 2023 aggregate division performance.
3. Q1 2024 aggregate division performance.
4. BAI published industry benchmarks.

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Wholesale

| Wholesale lockbox error type | Q3 2023 Actual ¹ | Q4 2023 Actual ² | Q1 2024 Actual ³ | BAI Benchmark ⁴ |
|--|-----------------------------|-----------------------------|-----------------------------|----------------------------|
| Payment processing errors | | | | |
| Wells Fargo payment processing accuracy percentage | 99.9973% | 99.9974% | 99.9972% | 99.9865% |
| Procedural errors | | | | |
| Wells Fargo procedural accuracy percentage | 99.9997% | 99.9997% | 99.9998% | 99.9962% |
| Deposit processing errors (accuracy) | | | | |
| Wells Fargo deposit processing accuracy percentage | 99.9987% | 99.9990% | 99.9972% | 99.9693% |
| Distribution errors | | | | |
| Wells Fargo distribution accuracy percentage | 99.9940% | 99.9937% | 99.9968% | 99.8339% |
| Deposit reporting errors (accuracy) | | | | |
| Wells Fargo deposit reporting accuracy percentage | 100.0000% | 100.0000% | 100.0000% | 94.9612% |
| Late or failed deposit reporting errors | | | | |
| Wells Fargo late or failed deposit reporting accuracy percentage | 100.0000% | 100.0000% | 100.0000% | 92.3578% |
| Detail reporting errors (accuracy) | | | | |
| Wells Fargo detail reporting accuracy percentage | 100.0000% | 99.9981% | 100.0000% | 99.8434% |
| Late or failed detail reporting errors | | | | |
| Wells Fargo late or failed detail reporting accuracy percentage | 99.9972% | 100.0000% | 100.0000% | 94.7185% |

1. Q3 2023 aggregate division performance.
2. Q4 2023 aggregate division performance.
3. Q1 2024 aggregate division performance.
4. BAI published industry benchmarks.

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- h. Describe what special arrangements and resources are available to handle the peak volume of payments. Explain your experience with peak payment processing.**

Our weekly peak period is generally on Monday, or if Monday is a holiday, the peak is on Tuesday. Our monthly peaks are typically the first and last weeks of the month.

Our staff can handle our normal peak periods and the related increase in volume; however, some sites process work on weekends to help ease Monday volumes.

- i. Provide a list of your public clients, average monthly and annual dollar transactions and activity. Include information on peak processing times and your management plan to handle, if applicable.**

Government customers

Across our national network, we process receivables for more than 600 government entities. Out of respect for our customers' privacy, our list of public customers is confidential. We provide information about our processing activity throughout Tab 6.

Peak processing periods

If we experience a period of increased volume exceeding our normal peak periods, we'll scale our workflow as needed. We can implement overtime hours, flexible schedules, and schedule additional staff to handle the increase in processing needs.

- j. Describe your policies and procedures that ensure access to government information is limited to only those employees/contractors who require access to perform your proposed services.**

There is an access control policy that has been approved by management, communicated to appropriate constituents, and an owner to maintain and review the policy. There is a process to grant and approve access to systems transmitting, processing, or storing Scoped Systems and Data. Access controls on applications, operating systems, databases, and network devices are based on business need to know and least privilege. Access to systems include a formal request and management approval. Approved requests for granting access are logged, archived, and maintained.

User IDs are provisioned by administrators, who maintain request documentation and approvals. User access rights are regularly reviewed through validation of continued business need. Access rights are reviewed when a constituent changes role.

Passwords use non-display or masked fields for entry. Baselines are in place to establish password complexity, change timeframes, and reuse criteria based on industry standards. Wells Fargo requires that passwords are encrypted, not displayed, not shared, and expire at appropriate intervals.

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Network systems use an approved logon banner with appropriate prompts. System logon failures display a generic error message without specific reference to the error. System access and activity logs are reviewed for evidence of unauthorized activities and password violations.

Unique individual IDs are required for user authentication to all applications, operating systems, databases, and network devices.

Multi-factor authentication is required for remote access, remote admin local system access, and is used as appropriate throughout the enterprise to further strengthen access controls in compliance with requirements for high-risk transactions and asset access.

k. Describe your hiring procedures and safeguards to ensure employees, who have access to County information, have appropriate clearance and training.

All employees and non-employees with access to Wells Fargo's systems or customer and consumer information must take annual training relating to information protection. Company-wide training, policies, and information handling standards continue to be updated to provide Wells Fargo employees the information they need to understand their role in protecting customer and consumer information. Employee and non-employee background checks are performed. Background check contract requirements and oversight are also in place for all third-party service providers that will be handling Wells Fargo's customer information.

l. Describe your policies, procedures and practices for the physical security of your data centers and the safeguards that are in place to prevent unauthorized use, reuse, distribution transmission, manipulation, copying, modification access or disclosure of private information.

We require physical security measures for facilities that house information-processing equipment meet the requirements contained in the Wells Fargo Information Processing Facility Performance Specifications. We determine the specific physical controls used at each site based on the functions performed there.

We do not share specific information regarding our security safeguards and practices. However, they may include the controls listed in the following table.

| Physical security controls | |
|--|---|
| Access control mechanisms at entrances and exits | Individually-assigned ID cards and badges |
| Biometric authentication | Mantraps |
| Cameras | Restricted access to specific areas, such as computer rooms |
| Guards | Visitor sign-in and escort requirements |

We continuously evaluate the latest technology to improve protection against unauthorized access or changes to customer data. The following describes the security we have in place to protect your data.

Online banking platform security

Our online banking platform is a web-based application. All communications between the browser and platform servers are over a SHA 256-bit encrypted connection. In addition, we use encryption and hash functions to help ensure that data transmissions aren't altered or modified.

Mobile application security

Our mobile application uses encryption and security technology to help protect your account information and data transmissions. We built the same security features that protect our online banking platform into our mobile service.

m. Describe controls that are in place to detect security breaches. Provide information on Offeror's policy of informing the County of any security breach.

There is an established incident management program that has been approved by management, communicated to appropriate constituents, and assigned an owner to maintain and review the program. The incident management program includes an incident response plan and guidance for escalations, procedures to collect and maintain a chain of custody for evidence during incident investigation, a feedback process to ensure those reporting information security events are notified of the results after the issue has been dealt with and closed, actions to be taken in the event of an information security incident, formal disciplinary process for dealing with those who commit a security breach, and a process for assessing and executing customer and third-party notification requirements (legal, regulatory, and contractual). Events relevant to supporting incident investigations are also regularly reviewed using a specific methodology to uncover gaps and areas of improvement.

Wells Fargo Cyber Security Defense & Monitoring (CSD&M) has a comprehensive process in place to detect and report security breaches, loss of equipment that contains customer information, loss of files, and unauthorized access to our networks. Wells Fargo reports actual and reasonably possible information and cyber security and/or privacy breaches when required to appropriate regulatory bodies, including the OCC, Federal Reserve Board (FRB), and FDIC, along with notification to the impacted customers and state regulatory authorities.

We notify affected customers as soon as reasonably possible and as required by law in the event of a data security breach.

n. Describe in detail the computer hardware and software to be used in performing services and in providing information whether via FTP or other means of transmission to County computers. Indicate if software is computer specific or if access to the system can be utilized from any computer, tablet or phone.

Because we deliver our system through our online banking platform, users have full access to all services, at any time, through an internet-enabled computer, tablet, or smartphone*.

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

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Our online lockbox service is web-based and operates within a web browser through our online banking platform. The system requires a web browser that supports 256-bit SHA encryption. No proprietary software is required.

We support all operating systems that meet our current browser* and plug-in requirements, as listed in the following table.

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

| Systems requirements | |
|--------------------------------------|---|
| Supported operating systems | <ul style="list-style-type: none">• Windows 10• Windows 11• macOS 12.6.2 – Monterey• macOS 13.1 – Ventura |
| Supported browsers | <ul style="list-style-type: none">• Google Chrome• Microsoft Edge• Mozilla Firefox (only on Windows)• Safari (only on Mac) |
| Browser plug-ins and settings | <ul style="list-style-type: none">• Adobe Reader 7 (for viewing reports)• JavaScript-enabled• Session cookies-enabled |
| User level | <ul style="list-style-type: none">• Administrative rights to the computer where Autolink will be installed |

* System requirements are subject to change and may vary for our other online applications. For the most current requirements, go to [System Requirements \(wellsfargo.com\)](https://www.wellsfargo.com/system-requirements).

You can access lockbox deposit and balance reporting information through several channels as described in the following paragraphs.

Online

Our online information reporting service is the most commonly used method. It provides comprehensive intraday and previous day reports of deposit and balance data for you to view, print, and download.

Our Lockbox Detail and Lockbox Availability reports provide you with same-day lockbox deposit totals, transaction detail, and funds availability information. They are available to you online approximately two hours after your deposit cutoff time.

You can customize reports to view only the accounts and details you want to see. Formats vary by report and include BAI V2, CSV, Excel, HTML, and PDF.

Transmission

You can receive a file transmission of previous day and intraday balance and reporting data. Choose from BAI V2 format through our Direct BAI file transfer service or ISO 20022 XML format using one of our secure transmission options or Swift FileAct. You can then automatically update your accounting, treasury workstation, or ERP system.

Data exchange

We provide information about your previous day account balance and deposit information to your concentration bank*, and you access the data through that bank's information reporting channels. However, your reporting does not include lockbox detail information.

* U.S. financial institutions only.

Mobile

Our mobile app* helps you monitor your accounts using your mobile device. When you sign on, it's easy to access mobile versions of several intraday and previous day reports, including the Lockbox Availability report. It includes the totals for your lockbox deposits and detailed information about the transactions.

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

o. Describe the format used on data files provided to customers.

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 non-standard formats.

p. Describe any security features used to access or transmit data, including images.

We've implemented multiple layers of protection to reasonably keep the County's data secure from access by unauthorized employees and vendor personnel. We provide information about the logical, procedural, and physical controls we use in the following paragraphs.

Logical controls

There is an access control program that has been approved by management, communicated to constituents and an owner to maintain and review the program. We only assign privileged access to systems and information, including customer data, to individuals who require it to perform their job. How we assign and administer access varies by system, application, and environment, but we require manager approval before we assign the access. We review user access on a regular basis.

We require all our employees and contractors to comply with information security policy and procedures.

Employees and contractors must complete annual information security and ethics training, and applicable regulatory certifications. These standards also apply to all Wells Fargo non-employees located outside of the United States who have access to company and consumer information for purposes of delivering services to or on behalf of the company.

Third parties and their employees are required to adhere to ISO 27001/27002 Standards on Information Security Management, or any successor standard (or alternate information security industry-recognized standards, for example, Interagency Guidelines Establishing Information Security Standards, FFIEC IT Handbook – Information Security Booklet, and NIST SP-800-53 Security and Privacy Controls for Federal Information Systems and Organizations).

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As part of this compliance obligation, agreements are in place with all employees, contractors, and third parties that include the appropriate confidentiality language, non-disclosure agreements, and information security provisions.

Procedural controls

We maintain network monitoring 24 hours a day, seven days a week including condition and activity monitoring, and patch management processes.

Any changes to our systems must adhere to the corporate change control management process. Prior to execution and validation, management must review and approve any proposed environment changes.

Managers also review any system level updates, such as security patches and software upgrades, prior to implementation.

Physical controls

We require physical security measures for Wells Fargo facilities that house information processing equipment to meet the requirements of our Corporate Physical Security Risk Policy. We determine the specific physical controls used at each site based on the data and information accessed at the locations and functions performed there.

We do not share specific information regarding our security safeguards and practices. However, they may include the controls listed in the following table.

Physical security controls

| | |
|--|---|
| Access control mechanisms at entrances and exits | Individually-assigned ID cards and badges |
| Biometric authentication | Mantraps |
| Cameras | Restricted access to specific areas, such as computer rooms |
| Guards | Visitor sign-in and escort requirements |

q. Provide details as to the number and type of customers receiving electronic files, frequency of transmission files, method of transmission and average volume and dollar amount of each file.

Customers receiving electronic files

Wells Fargo sends more than 5,000 electronic files to our lockbox customers every day. The bulk of these are data transmissions that include information our customers need in order to apply cash in an automated manner, though a significant number are image transmissions, where we send a file containing all transaction images processed in a given day. Image transmission customers typically have an internal archive or are partnering with a third-party provider for some form of document retention.

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Transmissions

You can receive a detailed file transmission of AR data in BAI V2 format through our Direct BAI file transfer service. We also support custom formats as needed. You can use the file to automatically update your accounting platform, treasury workstation, or ERP system. Previous day BAI V2 files are available by 6:30 a.m. Eastern Time Tuesday through Friday and by 8:30 a.m. Eastern Time on Saturday, though files are often available sooner. You can receive intraday files, as often as you need, on the schedule of your choice. Additionally, through our consolidated receivable service, you can receive a transmission of combined remittance information for a variety of payment types including ACH, wire, lockbox, electronic deposits, and online bill payments. You can choose to receive your information in one or more of our standard formats — ANSI 820, ANSI 823, BAI, modified Nacha, ISO 20022 XML, or flat file. We can also support most proprietary formats.

Volumes

The following table provides our average volumes for both our wholesale and wholetail lockbox services for the last three months.

| Lockbox location | Items | Dollars | Keystrokes | Images | Lockboxes | Customers |
|------------------|-----------|---------------|------------|-----------|-----------|-----------|
| Atlanta | 1,701,896 | 7,474,978,820 | 38,642,197 | 3,510,556 | 3298 | 1431 |
| Charlotte | 601,658 | 2,592,634,522 | 9,522,352 | 1,278,458 | 1228 | 637 |
| Dallas | 1,399,365 | 7,902,287,177 | 41,892,715 | 2,902,721 | 4012 | 1799 |
| Denver | 393,190 | 1,360,776,825 | 7,125,606 | 327,630 | 673 | 348 |
| Los Angeles | 1,874,728 | 7,440,727,856 | 41,956,811 | 3,000,560 | 4463 | 1768 |
| Minneapolis | 1,592,136 | 5,659,158,574 | 22,718,614 | 1,276,949 | 1878 | 972 |
| Philadelphia | 928,704 | 5,006,401,742 | 24,370,378 | 2,332,183 | 4406 | 1801 |
| Seattle | 459,530 | 1,819,601,601 | 32,856,638 | 601,109 | 793 | 382 |

r. Describe in detail the online capabilities and functions available to the County.

Wells Fargo Vantage platform

Our online banking platform provides online access to your banking services, allowing you to manage cash flow and liquidity, monitor accounts for fraud, analyze and report on balances and transactions, receive critical alerts, and manage accounts and users.

Streamline how you bank

Our Vantage platform is available 24 hours a day, seven days a week, providing you single sign-on access to account information and a wide range of financial services. By tailoring user preferences on your online banking platform homepage, you can view account balances and transaction information at a glance.

Transact anytime, anywhere

You can access your data and reports and perform administration functions online 24 hours a day, seven days a week. For added convenience, you can use our Alerts service to receive notifications about your accounts and transactions by text or email.

Make data-driven decisions

Timely access to your banking information, including real-time reports and data, enables you to make informed decisions on behalf of your organization.

Services available through our online banking platform

Online services

Payments & Transfers

ACH Payments
ACH & Instant Payments
Foreign Exchange*
Transfers (Basic Banking)
WellsOne® Virtual Card PaymentsSM
Wires
Bill Manager
Canadian Treasury Services
Centralized Disbursements
Claims Payment
CyberPay
Fraud Manager
Payment Manager®
Payment Manager File Validation tool
Reverse Positive Pay
Supplier Payments
WellsOne Expense Manager
WellsTAX® Payments

Deposits

Bill Manager
Canadian Treasury Services
Cash Concentration
Cash Vault
Desktop® Deposit
E-Box Decisioning
Integrated Receivables
Lockbox
Receivables Manager
Returned Items

Markets

Capital Finance
Commercial Mortgage Servicing View
Commission Management System[†]
Derivatives Access[†]
Fed Funds[†]
Fixed Income Portfolio Accounting
Foreign Exchange*
Institutional Investing: Reporting[†]
Institutional Investing: Trading[†]
Prime Services[†]
Security Valuations[†]
Trade*

Reports & Insights

Centralized Disbursements
CyberBank Reports
CyberInquiry
Electronic Document Delivery
Statements & Notices
Sweep Statements and Confirmations
Transaction Search

- Search transaction history
- Images
- ACH Deletes and Reversals
- Stop Payments

Treasury Information Reporting
Trust Information Delivery[†]
Trust Portfolio Reporting[†]

Manage Organization

Administration
Documents & Requests

Online services

Lending

Credit Management
 Lending Management
 Capital Finance
 Customer Online Management System
 Commercial Mortgage Servicing View
 Trade*
 Warehouse Lending Finance

Services

Autolink
 Canadian Treasury Services*
 Electronic Document Delivery
 SAFE Transmission
 Wells Fargo Business Online

* Deposits held in non-U.S. branches are not FDIC insured.

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

Features and capabilities

With our online banking platform, you can:

- Sign up for services, including alerts by email or text
- Centralize your payment and disbursement capabilities
- Place stop payments, research transactions, and view images
- Customize and download current day and previous day reports
- Initiate U.S. and global ACH payment, wire, foreign exchange, trade, credit, and trust transactions
- Mitigate fraud and operational risk with advanced monitoring tools
- Set and manage authorizations, transaction limits, and assign administrators

Image access

Our online banking platform offers the County several image delivery services.

| Application | Description |
|----------------------------------|---|
| Lockbox Image Archive | Access seven years of archived deposited check and document images. |
| Positive Pay | View, print, and save images of positive pay exception items to assist in making pay or return decisions. |
| Remote Deposit | View images of items deposited electronically. |
| Returned Item Decisioning | View images of returned items. |
| Reverse Positive Pay | View, print, and save images of reverse positive pay items to assist in making pay or return decisions. |
| Statements & Notices | View images of deposit adjustment notices that include adjustment reasons and transaction details. When available, images of corrected checks are included with the notice. |

| Application | Description |
|--------------------------------|--|
| Transaction Search | Search for and retrieve images of any checks, deposits, debits, credits, stop payments, originated ACH items, or other items posted to your account. Images are available by 9:00 a.m. ET the business day after posting. Some images may also be available on an intraday basis. Images are available for seven years. |
| Treasury Information Reporting | View images for paid and returned checks or for lockbox items from specific detailed reports.* |

* To view report images, you must subscribe to product specific reports or be set up for specific features; this varies by transaction type and fees apply. Please consult Treasury Management Consultant Matt Tiesel for details and applicable pricing.

Transaction search

Available through both our online banking platform and mobile app, our Transaction Search service provides you with a convenient way to search and view records of any checks, deposits, deposited items, stop payments, originated ACH items, or other items posted to your account.

You can view, print, and download images, manage stop payments, delete or reverse originated ACH items, and access activity reports.

Flexible search options

You can search for transactions across multiple accounts and ACH IDs, including:

- Deposits, paid checks, and other account activity for the previous seven years
- Initiated ACH transaction history for up to 180 days or 13 months with our extended storage option
- Stop payment information for as long as the stop remains in effect
- Extended detail for wire transactions, Instant Payments transactions*, and received ACH transactions for up to 180 days
- Expanded account reconciliation plan (ARP) information for canceled and voided checks for the current statement cycle and two previous statement cycles†

* Our Instant Payments services for credit transfer are available subject to applicable product eligibility.

† The outstanding check information remains available until the item is dispositioned.

View, print, and download images

You can view images online and download them in PDF. Image items include deposit tickets, deposited checks, and paid checks.

Availability

We make online images available the same business day, within two hours of your deposit deadline. The online archive is available for up to seven years. You'll have access to the image transmission for up to seven days.

Batches

Batch image retrieval is another option for viewing wholesale lockbox images. It groups batches of images into a PDF document for easy downloading. Batches generally contain 25 checks and their associated documents. All batched images can be displayed together.

s. Provide a work plan for training County employees on your online systems.

Our mission is to provide you with a comprehensive and relevant training and support tools that you can conveniently access when you need them. These training courses include:

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

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

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

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

t. List current or future web-based services to be offered in the next six to twelve months, including any upgrades.

Lockbox

Wells Fargo annually invests millions of dollars in infrastructure upgrades to support volume growth and to develop new capabilities in our lockbox processing. Over the next twelve months, these investments will be concentrated on back-office solutions that are designed to increase the efficiency and accuracy of the lockbox services that we provide to our customers. This continued investment differentiates us from our competitors and is evidence of our long-term commitment to providing a robust suite of receivables processing solutions to our customers.

Online banking platform

As we bring Wells Fargo Vantage to you, we're continually listening to your needs and improving your experience to expand functionality and derive data-focused customization across your daily financial touchpoints. Whether sending or receiving payments, accessing account balances, or digging into the data that supports strategic business decisions, we're here to help you succeed.

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Wells Fargo is committed to helping our customers succeed financially. Part of that commitment is bringing your banking experience forward and driving tools and solutions that are intuitive and in sync with where technology and innovation are heading within your organization's financial interactions.

Wells Fargo Vantage is a modern, easy-to-use online banking platform that puts you and your business needs at the forefront, offering an integrated, intuitive, and user-centric experience. Prioritized visibility into your key accounts, time sensitive tasks, and quick-click icons help you streamline workflows and take action in the moment.

We're developing new enrollment tools that will make it easier and faster to implement our service.

u. Describe in detail internal controls used to ensure error free data files are created and transmitted; and what steps are taken to accurately process the deposit.

We track data entry errors that you report to us and measure them against the BAI standard accuracy rates. The BAI measurements are an indication of the relative production error rates experienced in the banking industry. We consistently rate above the BAI benchmarks.

Listed below are the accuracy and timeliness processing controls we use. In addition, we can establish monthly or quarterly meetings to review the processing of your work.

Accuracy

We program most customer-specific instructions (such as stop files or scanline edits) into our operating software. Our software follows these instructions automatically, without operator intervention.

For all other instructions (such as data entry or cash processing), we document procedures and have you approve and sign them. Throughout processing, our operators have your lockbox processing instructions visible to help ensure they follow your established instructions.

Timeliness

We use a color-coded tagging system to track payments and help ensure we process them within 24 hours. In addition, supervisors inspect mail receiving areas and processing bins to help ensure timely processing of payments. As needed, we'll use system tools to confirm either the processing of a customer's work or the recording of a zero deposit in our system.

v. Describe how County information will be managed after contract termination. Describe how County information that has been provided to the Offeror will be deleted or destroyed and what time frame at the completion of the contract.

Wells Fargo will destroy customer records provided by the customer to Wells Fargo in accordance with prevailing industry practices relating to the secure destruction of confidential information, or, upon written request by the customer, return such records in a readable format.

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Notwithstanding the foregoing sentence, Wells Fargo will, in accordance with its regulatory obligations and corporate records retention policy, maintain certain records in accordance with its corporate records retention schedule.

At the end of the associated records retention period, all electronic media containing confidential or sensitive information must be sanitized or destroyed in accordance with Wells Fargo's Information Security standards and must be performed by approved representatives.

These standards include strategies such as overwriting the entire storage media, physical destruction, cryptographic key destruction, and degaussing. The strategies used vary depending on the nature of the information and media to be disposed.

Should the County close your accounts with Wells Fargo, you would lose access to our online banking platform and associated services. If you want historical data after your accounts are closed, you will need to contact GTM Service through our toll-free number.

w. If you require a lockbox agreement, please include a sample copy in your response to this RFP.

We provide agreements and service descriptions in the Appendix section.

x. Please provide any suggestions you may have to speed mail delivery and/or post office sorting.

Our mail sorting process

We use a unique five-digit ZIP code and include the ZIP code in the first sorting pass. We use either automated or manual sorting processes, depending on the location.

We sort mail using automated barcode reading machines. Envelopes without barcodes and items the equipment cannot read are out-sorted into a special pocket on the mail sorter and manually fine-sorted. We sort mail continuously as we receive it from the post office.

At all sites, we add additional staff during periods of peak volume.

We have contingency plans in place to minimize potential service interruptions. For example, if a site outage exceeds 24 hours, personnel report to a predetermined sorting and redistribution site, sort any mail we receive, and forward it to an alternate processing site.

y. Using the personal property, real estate, utility bill and miscellaneous invoice samples provided in Attachment I, Offeror may provide suggestions to improve the processing speed or accuracy.

As your current lockbox services provider, we process your deposits according to your established instructions. It is important that we capture and provide you with a daily AR posting file with the appropriate key data points to allow for a streamlined AR reconciliation process. Reviewing your lockbox processing instructions on an annual basis is recommended to determine if any of your internal process changes or improvements require modifications to how we are processing your deposits.

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Historical data over the last six months indicates an increasing trend in exception items that require your attention, which means we are unable to process those items by following your established instructions. We have compared various samples of exception items and found some potential modifications to allow for more items to process straight through.

A few examples are provided below, but we should have a discussion to understand if our recommendations will meet your expectations.

- Wholetail lockbox processing instructions state that coupons with a scanline at the top need to be processed in the wholesale environment. We would like to understand why the scanline is at the top and identify ways we can streamline the processing of these transactions.
- We identified exception items that included the invoice number on the document, but per your processing instructions, we had to send it through OLD since the invoice number was not in the standard field. We could update your processing instructions so our lockbox operators can extract unique identifiers regardless of where it is located on the correspondence, reducing the volume of exception items.

There may be additional suggestions for modifying your lockbox processing instructions to improve your reconciliation.

z. Provide the emergency contingency plan to ensure access to standard operating functions as required in the Scope of Services.

If we invoke a disaster recovery or business continuity plan, lockbox processing at the affected site automatically diverts to another location. The specific location of the backup site will depend on the location of the disaster. All backup sites are fully staffed, operational, and use centralized systems to help provide a smooth transition from the primary to the alternate site.

An alternative processing task may include diverting mail delivery from the affected primary site to the alternate site. In such a case, after we receive mail at the alternate site, we will follow customer-specific instructions to process checks, capture AR data, and image checks and invoices. We will notify customers and couriers (as appropriate) that their normal processing sites or procedures are affected. Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact our normal service level agreements.

We have contingency plans in place for both minor and major system failures. Our qualified personnel can handle most simple repairs, but we have established maintenance agreements with all of our major hardware vendors. If a serious error or malfunction takes place, we contact the vendor, who is required to send a repair technician as soon as we report it.

We can send the County's work to another site if needed. We have backup software programs for all customers and can export images to other sites for remote data entry.

We handle system malfunctions — small or large — as promptly as possible to help ensure we process your payments with minimal delay.

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aa. For all services that are to be provided by a third party, offerors must submit a contingency plan with their proposal submission.

We provide our Business Continuity Plan overview in the Appendix section.

bb. List any certifications that demonstrates adequate security controls are in place to properly store, manage and process government information (for example ISO or SSAE certifications) and ensure these certifications be in place for the duration of the contract. Provide the County with the most recent and future audit reports related to these certifications.

Wells Fargo uses guidance from the National Institute of Standards and Technology (NIST), but is not NIST (or ISO or FISMA) certified.

The Wells Fargo Information Security Program consists of policies, procedures, and controls adopted from industry standards and best practices, including:

- NIST Cybersecurity Framework
- NIST 800-53 Revision 5: Security and Privacy Controls for Federal Information Systems and Organizations
- International Organization for Standardization (ISO) 27001:2013 standard;
- COBIT 5
- Federal Financial Institutions Examination Council (FFIEC) IT Handbook

Wells Fargo has a SOC 1 Type II and Treasury Management has a SOC 2 Type II for a select group of services, which are available upon execution of a Non-Disclosure Agreement.

For additional details, we have included an overview of our Information Security program in the Appendix section that outlines Wells Fargo's approach to information security.

Tab 8 – Reporting

In this tab Offerors shall

- a. Provide sample reports as required in the Scope of Services.**

We provide sample reports in the Appendix section.

- b. Provide copies of additional reports, statements, invoices, or other materials that would be provided to the County.**

We provide a sample statement in the Appendix section.

Tab 9 – Pricing/cost proposal

In this tab, Offerors shall provide a detailed price list of all charges the County would incur for the lockbox services described above.

- a. Complete Attachment H (Lockbox Pricing Matrix) and include all costs to the County in the pricing matrix.**

We have completed Attachment H as requested.

- b. Include the cost for any service not listed, but you expect will be utilized and billed for in the performance of this contract.**

We have completed Attachment H as requested.

- c. Include all applicable maintenance fees, per item deposit fees, per deposit ticket fees, all lockbox fees and any other applicable fees when computing the projected compensating balances.**

We have completed Attachment H as requested.

- d. Describe and detail any implementation costs related to establishing the services requested.**

We have completed Attachment H as requested.

- c. Discuss any creative pricing or payment options you can provide.**

We appreciate your interest in creative pricing or payment options and would be open to discussing this in detail if awarded this contract to ensure we align with your needs effectively.

- d. Provide the basis for the earnings credit rate the County will receive (if applicable), and what the rate would have been over the last eighteen months.**

We set our standard ECR internally each month after evaluating a combination of factors including changes in the Fed Funds Target rate and competitor ECRs. We do not use indexes, such as the Treasury Bill (T-Bill), to set the standard rate.

In recognition of the importance of our relationship with the County, we propose an increased ECR of 2.50%. We set the rate at our discretion and may adjust it during the month to react to market changes.

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The following table lists our ECR for the previous 18 months.

| Month | ECR |
|----------------|-------|
| July 2024 | 1.65% |
| June 2024 | 1.65% |
| May 2024 | 1.65% |
| April 2024 | 1.65% |
| March 2024 | 1.65% |
| February 2024 | 1.65% |
| January 2024 | 1.65% |
| December 2023 | 1.65% |
| November 2023 | 1.65% |
| October 2023 | 1.65% |
| September 2023 | 1.65% |
| August 2023 | 1.65% |
| July 2023 | 1.65% |
| June 2023 | 1.65% |
| May 2023 | 1.65% |
| April 2023 | 1.65% |
| March 2023 | 1.65% |
| February 2023 | 1.65% |

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

Tab 10 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror’s proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

Treasury Management RFP disclosures

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with the County of Henrico (the County) in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to the County’s contractual requirements or to bind Wells Fargo to the County’s contractual requirements unless specifically commented upon.

Wells Fargo has included with 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 require to serve as the starting point for contract negotiations or be incorporated into any final agreement.

Pricing disclosures

Wells Fargo Treasury Management pricing, as provided in our proposal, is based upon the information provided by the County (for example, transaction volumes, terms, processing requirements, and so forth) as of the date the RFP response was submitted. In the event that Wells Fargo is the successful bidder and the County provides additional or revised information to us that would affect the pricing or the services provided, Wells Fargo shall not be bound by the pricing provided in the RFP response and shall have the right, in its sole discretion, to revise pricing accordingly.

| Page_Section | Description |
|--|---|
| I. Introduction | |
| Page 10: II. Scope of Services, L. Confidentiality | The Bank will keep Confidential Information (meaning all non-public, confidential or proprietary information of Customer that is disclosed to Bank during the term of the Contract by Customer or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to Customer, including trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for Customer.) confidential, and will not disclose Confidential Information to any person or entity, except disclosures: (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank; |

| Page_Section | Description |
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| | <p>(b) to (i) Bank's Representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other professional advisors retained by Bank or its affiliates who need to know the Confidential Information for purposes of the Evaluation), and (ii) any rating agency of Bank, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Agreement;</p> <p>(c) required by law or legal process in the opinion of Bank's Representatives; or</p> <p>(d) otherwise authorized in writing by Customer.</p> <p>In the event that Bank or any of its Representatives is, in the opinion of Bank's counsel, required by applicable law to disclose any Confidential Information, then Bank, unless prohibited by law, will provide notice of the legal process to Customer so that Customer, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.</p> <p>Wells Fargo does not grant ownership rights with respect to any contents of its proposal or any of its intellectual property to customer.</p> <p>Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.</p> |
| <p>Pages 10-11: II. Scope of Services, L. Confidentiality; M. Destruction of Records (records retention and destruction) (confidentiality of tax information)</p> | <p>Please strikethrough the following bold and italic language:</p> <p>Agree that all work papers, schedules, printouts, computer data in whatever form, and other materials furnished by the County, received or created and used by the Successful Offeror (collectively "Materials") in fulfilling its contractual obligations shall remain or become the property of the County.</p> <p><i>Wells Fargo may run other internal reports for its business operations. Wells Fargo can agree that the reports that are generated from within the applicable services belong to the customer, but not any and all information that is created by the Bank.</i></p> <p>Wells Fargo must keep copies of transactions by law or regulation and due to other obligations like legal holds. Please add the following after this sentence in M.1.:</p> <p>Successor Offeror will use commercially reasonable efforts to destroy all copies of the Confidential Information then in the possession of the Successor Offeror or any of its representatives, provided, however, that the Successor Offeror may retain such copies as are required by applicable law or in accordance with its customary practices and procedures. (Confidential Information so retained shall continue to be held as Confidential Information under the terms of this Agreement).</p> |

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| Page_Section | Description |
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| <p>Pages 18-19: V. General Contract Terms And Conditions, S. Record Retention and Audits</p> | <p>Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo’s policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.</p> |
| <p>Page 11: II. Scope of Services, N. Contingency Plan</p> | <p>Please see exhibit: Business Continuity Planning Overview for Wells Fargo Clients and Business Partners attached in the Appendix.</p> |
| <p>Page 28 & 29: VII. Proposal Response Format/Section B/#8 TAB 7- Technical and Security (a, z)</p> | |
| <p>Page 13: V. General Contract Terms and Conditions, A. Annual Appropriations</p> | <p>Wells Fargo expects to be compensated for all services that it renders in conjunction with any contract arising out of the RFP.</p> |
| <p>Page 13: B. Award of Contract #3</p> | <p>Each party may assign the contract with the other party’s consent, which consent will not be unreasonably withheld or delayed; provided, however, that Wells Fargo may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Wells Fargo.</p> |
| <p>Page 13: V. General Contract Terms and Conditions, C. Collusion</p> | <p>At this time, and to the best knowledge of the Wells Fargo Bank representatives preparing this response, there are no conflicts of interest that would interfere with Wells Fargo’s ability to provide the services requested in this RFP.</p> |
| <p>Page 17: V. General Contract Terms and Conditions, J. Ethics in Public Contracting</p> | |
| <p>Page 32: Attachment A. Proposal Signature Sheet</p> | |
| <p>Page 14: V. General Contract Terms and Conditions, E. Controlling Law and Venue</p> | <p>Wells Fargo requires that in addition to a designated state law, which we are willing to negotiate upon award of business, that the governing law provision to be included in the final contract also include federal law and regulations.</p> <p>Wells Fargo is willing to negotiate an appropriate venue/jurisdiction provision, which would include allowing federal court as a venue/jurisdiction (for matters not otherwise subject to arbitration).</p> |
| <p>Pages 14-15: V. General Contract Terms and Conditions, F. Termination of County</p> | <p>Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.</p> <p>Wells Fargo expects to be compensated for all services that it renders in conjunction with any contract arising out of the RFP.</p> |
| <p>Page 16: V. General Contract Terms and Conditions, G. Drug-Free Workplace to be Maintained by the Contractor</p> | <p>Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo’s services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or</p> |
| <p>Page 16: V. General Contract Terms and Conditions, H. Employment Discrimination by Contractor Prohibited</p> | |

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| Page_Section | Description |
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| <p>Page 18: V. General Contract Terms and Conditions, Q. Offeror’s Performance</p> <p>Page 19: V. General Contract Terms and Conditions, V. Subcontracts</p> <p>Pages 21- 22: V. General Contract Terms and Conditions, CC Payment Clauses Required by VA Code</p> <p>Page 26: VII. Proposal Response Format, Section B. #5 TAB 4-Offeror’s Experience, Qualifications and Financial Stability (3rd sentence/subconsultants)</p> <p>Page 26: VII Proposal Response Format/Section B/#7 TAB 6- Service Approach, Methodology and Training (2nd sentence/subconsultants)</p> <p>Page 28 & 29: VII. Proposal Response Format/Section B. #8 TAB 7- Technical and Security, aa</p> | <p>subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to COUNTY OF HENRICO to be a subcontract for purposes of this Agreement.</p> <p>Wells Fargo cannot modify agreements with its vendors to include content requested by particular customers.</p> |
| <p>Page 17: V. General Contract Terms and Conditions, K. Antitrust</p> | <p>Wells Fargo recommends striking through this provision.</p> |
| <p>Page 17: V. General Contract Terms and Conditions, M. Assignment of Contract</p> | <p>Each party may assign the contract with the other party’s consent, which consent will not be unreasonably withheld or delayed; provided, however, that Wells Fargo may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Wells Fargo.</p> |
| <p>Page 17: L. V. General Contract Terms and Conditions, Testing and Inspection</p> | <p>Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo’s policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.</p> |
| <p>Page 17: V. General Contract Terms and Conditions, N. Indemnification</p> | <p>During the term of this Agreement, Contractor will indemnify, defend and hold harmless the Customer and its officers, directors, employees, agents and assigns (the “Indemnified Parties”) from and against all losses or damages (collectively, “Losses”) arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Contractor or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Customer. In no event will Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor’s liability under this indemnity will be limited to an amount not to exceed 10 times Contractor fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Contractor fees were incurred in such month, Contractor fees incurred in the month in which the losses or damages were incurred).</p> |

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| <p>Page 18: Q. Offeror’s Performance #1</p> <p>Page 20: V. General Contract Terms and Conditions, Z. Environmental Management 1st sentence</p> | <p>Wells Fargo will perform its obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Wells Fargo’s opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Wells Fargo’s Service Documentation, which governs the accounts and services to be provided and has been included with Wells Fargo’s response to this RFP.</p> |
| <p>Page 18: V. General Contract Terms and Conditions, R. Ownership of Deliverable and Related Products</p> | <p>Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering “work product”. Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.</p> <p>Wells Fargo does not grant ownership rights with respect to any contents of its proposal or any of its intellectual property to COUNTY OF HENRICO.</p> |
| <p>Pg. 18: S. Records Retention and Audits</p> | <p>Wells Fargo recommends capitalized as Records so that every reference to Records includes all the types of documents listed here.</p> <p># 2. _ Please insert the following after "post-audit": "for the limited purpose of verifying compliance with the financial and record-keeping requirements of the Contract”</p> |
| <p>Page 19: V. General Contract Terms and Conditions, U. Minority, Woman, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations</p> | <p>Please see attached exhibit: Supplier Diversity attached in the Appendix.</p> |
| <p>Page 20: V. General Contract Terms and Conditions, Y. Count License Requirements</p> | <p>As a payer of Virginia's bank franchise tax (State of Va. State Code §58.1-1201-1202) Wells Fargo Bank, N.A., is exempt from maintaining a BPOL license. Due to the bank exemption from licensing, there is not a license that I can provide for this RFP.</p> |
| <p>Pages 20-21: V. General Contract Terms and Conditions, BB. Authorization to Transact Business in the Commonwealth</p> | <p>Wells Fargo Bank, N.A., is a federally chartered national banking association and is authorized to transact the business of banking in any state.</p> |
| <p>Page 20: V. General Contract Terms and Conditions, AA. Safety</p> | <p>Please strikethrough the bold and italic language Pg. 20 AA Safety Safety</p> |
| <p>Page 22: V. General Contract Terms and Conditions, FF. Occupational Safety & Health Policy Statement</p> | <p>1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the banking industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.</p> |

| Page_Section | Description |
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| | <p>Please strikethrough the bold and italic language</p> <p><i>3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.</i></p> <p>Wells Fargo takes exception to this provision because we will not be on County premises. Please strikethrough this provision.</p> |
| <p>Page 26: VII. Proposal Format, TAB 6 Service Approach, Methodology and Training, v. (Attachment P)</p> <p>Pages 63-64 : ATTACHMENT P Sample Contract</p> | <p>Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with COUNTY OF HENRICO 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 COUNTY OF HENRICO’s contractual requirements or to bind Wells Fargo to COUNTY OF HENRICO’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement.</p> |
| <p>Page 22: V. General Contract Terms and Conditions, DD. Contract Period #</p> <p>Pages 63-64: Attachment P – Sample Contract, Contract Term</p> | <p>Wells Fargo submits that any extensions or renewals should be mutually agreed upon in writing by the parties.</p> |
| <p>Pages 22-23: V. General Contract Terms and Conditions, GG. Cooperative Procurement</p> | <p>Wells Fargo’s right to negotiate all contract terms with all potential customers will not be affected or diminished by any language in this RFP, including language that purports to require the Bank to agree to extend contracts with one or more units of local government ahead of any contract award.</p> |
| <p>Page 25: VII. Proposal Response Format, #4 Tab 3. Default, Termination and Barred Certification Statement.</p> | <p>No “certification” form was provided as part of this RFP. Except as set forth below, Wells Fargo Bank, N.A., has not been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any local, state, or federal authority, within the past five years.</p> <p>During the third quarter of 2016, Wells Fargo Bank, N.A., entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices.* Following the announcement of the 2016 Settlement, certain state and local governmental bodies and municipal entities temporarily suspended or removed Wells Fargo Bank, N.A., from providing certain commercial and investment banking services. However, there have been no actions, as of this date, that would materially impair our ability to conduct business or meet obligations under the transaction to which this RFP relates.</p> <p>On July 28, 2022, the West Virginia State Treasurer placed Wells Fargo Bank, N.A., on its Restricted Financial Institutions list as a result of its determination that certain financial institutions are boycotting energy</p> |

| Page_Section | Description |
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| | <p>companies. Pursuant to West Virginia Code Section 12-1C-1, et. seq., the Treasurer is authorized to disqualify listed financial institutions from the competitive bidding process for banking contracts, or to refuse to enter into banking contracts with listed financial institutions.</p> <p>On May 3, 2023, the Oklahoma State Treasurer placed Wells Fargo Bank, N.A., on its Restricted Financial Company list as a result of its determination that certain financial companies are engaging in energy company boycotts.</p> <p>* Wells Fargo. 2016. "Wells Fargo Issues Statement on Agreements Related to Sales Practices." September 8, 2016. wellsfargo.com > About Wells Fargo > News and Outreach > Newsroom.</p> |
| <p>Pages 28-29: VII. Proposal Response Format, Section B.#7 TAB 6- Technical and Security, a. (iv) and (v), l., and m. (security and document destruction)</p> | <p>Please refer to exhibit: Information Security attached in the Appendix.</p> |
| <p>Page 28: VII. Proposal Response Format, Section B/#8 TAB 7- Technical and Security</p> | <p>Please refer to exhibits: Information Security Application Security attached in the Appendix.</p> |
| <p>Page 29: VII. Proposal Response Format, Section bb</p> | <p>Wells Fargo has a SOC 1 Type II and Treasury Management has a SOC 2 Type II for a select group of services, which are available upon execution of an Non-Disclosure Agreement.</p> |
| <p>Page 32: Attachment A Proposal Signature Sheet</p> | <p>Please insert the bold italic language:</p> <p>"My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 24-2730-7EMF Lockbox Services[# - title], <i>except as provided for in Wells Fargo Bank's exceptions taken to the RFP as provided in Wells Fargo Bank's response to the RFP</i>".</p> |
| <p>Pages 63-64: Attachment P – Sample Contract, Contract Documents</p> | <p>Wells Fargo's Service Documentation which governs the accounts and services to be provided will need to be part of the final contract. Wells Fargo is willing to discuss the order of precedence of any of COUNTY OF HENRICO's additional documents upon contract award.</p> |
| <p>ADDENDUM NO. 2</p> <p>Page 1: Sec. V. DD.- Contract Period #2 (Replacing Page 22: V. General Contract Terms and Conditions, DD. Contract Period)</p> | <p>Wells Fargo submits that any extensions or renewals should be mutually agreed upon in writing by the parties.</p> |

Municipal Advisor RFP Disclosure

This proposal is submitted in response to the County of Henrico’s (you) Request for Proposal (RFP) for Lockbox Services dated August 6, 2024. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to products, is provided to you in reliance upon (i) your compliance with the guidance of the staff of the Securities and Exchange Commission’s (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 (“RFP Exemption”) provided under the municipal advisor rules (the “Muni Advisor Rules”) of the SEC (240 CFR 15Ba1-1 et seq.) and (ii) on your distribution and execution of the RFP through a competitive process. In submitting this proposal (a) Wells Fargo Bank, N.A., (“Wells Fargo”) is not acting as a municipal advisor to the County of Henrico (“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 materials.

Tab 11 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

Not applicable.

Tab 12 – Appendices

In this tab Offerors shall provide any additional information they have in reference to Sec. II. Item Q “Other Lockbox Services”.

Consolidated receivables

With our Receivables Manager service, you can **post cash receipts automatically** to your ERP platform or AR system. A single consolidated file helps accelerate cash reconciliation while reducing the time spent on manually entering data and resolving exceptions.

Your consolidated cash receipts file can contain data from any combination of the payment sources listed in the following table.

Payment types for online origination

- ACH
- Canadian Branch AFT
- Canadian Branch wires
- Electronic billing service
- Foreign currency wires
- Image cash letter
- International letters of credit
- Lockbox
- Online bill payments
- Instant payments
- Remote deposit
- Wells Fargo Payment Gateway®
- Wires

How it works

We translate your cash receipts data and deliver it to you in a format compatible with your ERP platform or AR system. **Our service is compatible with most accounting and ERP solutions.** We can also accommodate many custom and proprietary file formats.

Receivables Manager workflow



Flexible file options

We deliver a consolidated cash receipts file to you by transmission. Our transmission platform offers a variety of communication protocols including:

- SFTP
- FTPS
- HTTPS
- AS2

The following table describes the formats we support.

| Formats | |
|----------------------|---|
| Standard | A standard format can minimize your implementation cost and time, and you can choose a different format for each payment type. |
| Flat file | You can choose from two flat file formats — the universal and simplified formats. The universal format contains comprehensive EDI detail for ACH payments you receive. The simplified format contains data available in STP 820, which is a simplified EDI format for ACH payments you receive. |
| ISO 20022 XML | This format streamlines your integration and reconciliation process because you're receiving the same information from all banks that use the ISO 20022 XML format. |
| Custom | We can develop a custom format for you.* |

* Additional fees may apply.

File availability

We process your files Monday through Friday (excluding holidays). Because some payment types have multiple processing runs and available release times, you can choose to receive more than one file each day.

Choose one or more of the following release times for each file you request. Your file will be available within one hour* of the time or times you select.

| Release times (ET) | | | |
|--------------------|------------|-----------|------------|
| 7:00 a.m.* | 12:00 p.m. | 4:00 p.m. | 8:30 p.m. |
| 8:00 a.m.* | 1:00 p.m. | 5:00 p.m. | 1:00 a.m.* |
| 9:00 a.m.* | 2:00 p.m. | 6:00 p.m. | |
| 10:00 a.m. | 2:30 p.m. | 7:00 p.m. | |

* Certain times may take longer than one hour.

Receivables Manager online

Advice matching

Advice matching offers the ability to match payments to remittance advices, which are sent separately from the payments. These separate advices are typically sent by the payer through email. Our service automatically matches payments to existing payer profiles. We can also generate a new payer profile for payments that don't have an existing profile. You maintain payer profiles through our online banking platform.

Remittance repair

Our remittance repair service also helps to reduce exceptions by translating unformatted remittance information received with ACH and wire payments. If we're unable to repair the remittance data, the payment is available to you through our online banking platform as an exception for you to manually decision.

Automate more of your AR processing and **manage exceptions** through our online banking platform.

Decisioning

You can perform a return or repair for payment transactions through our online banking platform.

Electronic lockbox

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

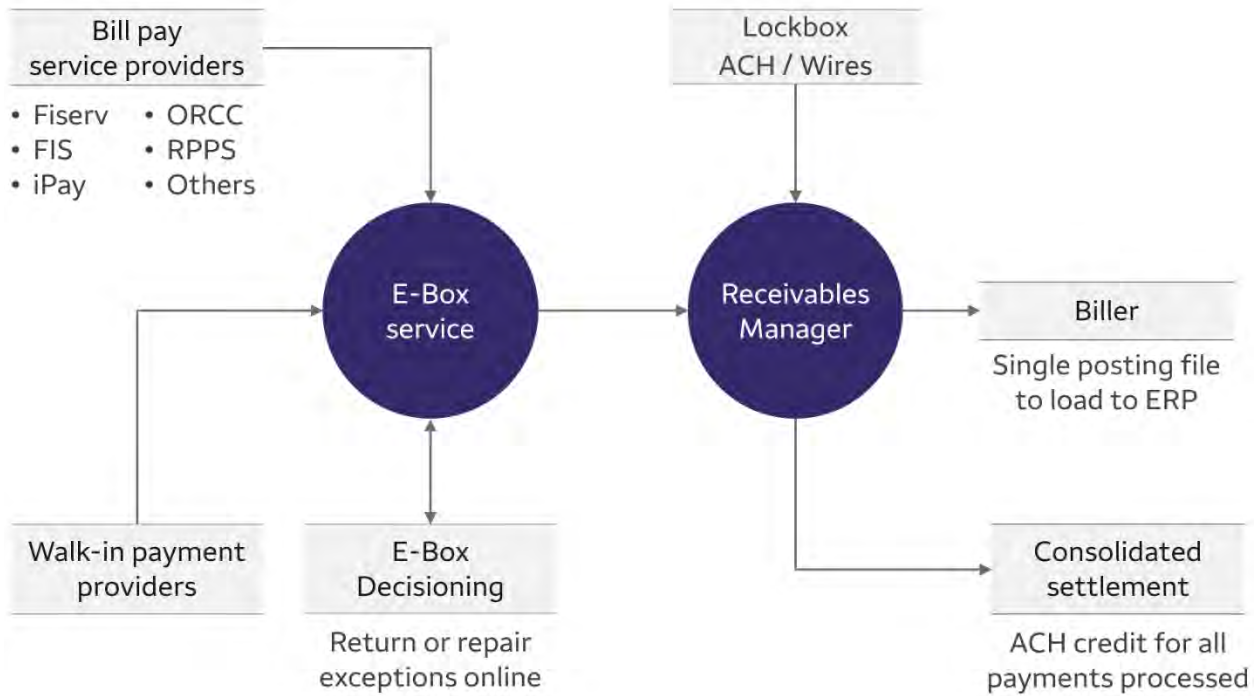
With our electronic lockbox service, E-Box, you can help simplify your bill payments process, increase your straight-through processing rate of receivables, and minimize your staff's time spent handling exceptions. Our electronic lockbox service repairs exceptions and merges all your customers' online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



How it works

When you sign up, we notify the bill pay 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 and consolidated receivables services.

Electronic lockbox workflow



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

Service offerings

Automated payment validation

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

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

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

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

| Validation routine | Description |
|--------------------------|---|
| Positive file processing | Compares inbound account numbers to a file of valid account numbers you provide. |
| Stop file processing | Compares inbound account numbers to a file of unacceptable account numbers you provide. |

* Applies to credit card billers.

Online payment management

With our 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 NOCs to payment originators

Dual control

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

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

Research

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

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

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

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

Reporting

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

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

API connectivity for images

We provide images of all lockbox documents, including checks, remittance documents, and envelopes that meet our imaging standards.

With our Image Retrieval API, you can display images on demand in your ERP system, system of record, or other digital environment. On demand and by automation, you use API technology to retrieve images of your deposit slips as well as deposited,¹ returned,² and paid³ checks.

This service helps eliminate the need for your staff to access a banking platform for images. You have access to a rolling seven years of image history. You can:

- Facilitate any activity that requires images, including research, reconciliation, collections, payables or receivables adjustments, and customer service
- Potentially simplify your credential management
- Create a custom imaging solution that meets your needs

1. Deposited items includes checks deposited at branches, ATMs, item processing sites, and cash vaults and by lockbox, remote deposit, and image cash letter. For checks deposited using our lockbox service, our Image Retrieval API provides check images only; you can use the traditional lockbox service to obtain images of envelopes, invoices, coupons, and other documents that accompany the deposit.
2. Returned check images include items originated as paper or electronic check deposits.
3. You receive images of paid checks disbursed on commercial accounts, controlled disbursement accounts, and payable through draft accounts.

Once your developers* have integrated the service into your back office, your staff can automate requesting images. You can search using various criteria such as deposit posting date and deposit amount.

* You need a developer or IT resource who will test and implement the API. If you don't have sufficient internal IT resources that can manage this implementation, we recommend that you bring in a technical consultant or engage a third party.

If your query provides a match (or multiple matches), the service presents corresponding image tokens. You can then request and receive up to 10 images at a time in TIFF, PNG, or JPG format.

In-house processing

Virtual lockbox

While we don't integrate our lockbox and remote deposit services, we do offer a similar solution, our Virtual Lockbox, which integrates payments that arrive at your location with those we receive in your lockbox.

Using an approved scanner, you can scan and submit checks along with accompanying invoices, coupons, and correspondence. We process them using the same lockbox procedures currently in place for items we receive by mail, including data entry, deposit windows, and special instructions.

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You receive same-day ledger credit for payments we receive prior to your submission deadline established during the implementation process. We process transactions we receive after your deadline — including items we process during the weekend or on a holiday — for the next business day.

Your lockbox reports and transmissions include payments you submit using our Virtual Lockbox service. Images are available for viewing through the same image channel you use for your lockbox.

Data entry capabilities

Each payment you submit undergoes the same lockbox processing currently in use, including data entry, deposit windows, and special instructions.

OCR coupons

When you scan a payment with an OCR coupon and submit it for processing, we'll automatically capture the data from the scanline.

Remittance document imaging

You can scan checks, invoices, coupons, envelopes, and correspondence (up to 8 ½" x 11" in size). We store all check and remittance document images — regardless of source — in a convenient, searchable electronic archive.

Remittance file integration

We combine the payments we receive into your lockbox with those you submit to us using our virtual lockbox service and provide you a single electronic transmission of your remittance detail. The file is in the same format as your current transmission file.

How virtual lockbox works

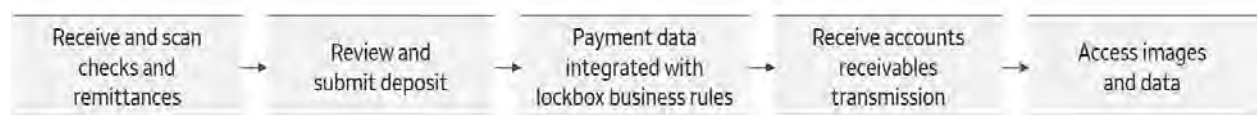


Image cash letter

Wells Fargo Electronic Deposit

We designed our image cash letter service for customers who already have an existing process to capture check images and data. This means you can use your preferred method to capture this information, as long as you format the file to the specifications we provide.

Our proprietary format provides greater flexibility in structuring deposits and allows you to deposit to multiple accounts within a single file. It also supports a special user record for including discretionary data such as your customer's account number or invoice number. You can then access this data on reports for audit or research purposes.

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We support two image cash letter file formats:

- Common Federal Reserve Bank
- Proprietary Wells Fargo
- To our knowledge, we're the only bank that has a specialized operations and customer service unit, the Electronic Deposit Center. This group provides end-to-end support to our customers that use our image cash letter services.

How it works

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



Requirements

| Type | Items |
|---------------------------------|---|
| General | <ul style="list-style-type: none">• Scan eligible checks to accurately capture all MICR line data• Capture and store check images and MICR data according to generally accepted industry standards• Create deposit records for the total of checks transmitted and send a balanced file• Format the file according to the specifications we provide during implementation• Transmit a file securely through one of our transmission options |
| Operational requirements | <ul style="list-style-type: none">• Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file• Maintain and operate equipment to help ensure ongoing image and MICR data quality so that you can collect checks electronically or convert them into substitute checks |
| Check retention | <ul style="list-style-type: none">• Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate deposits• Retrieve individual original items during the retention period in the case of an exception item |

* Consult your legal department to determine the timeframe that is best for the County.

Remote deposit

Desktop Deposit

You can potentially save both time and money by using our remote deposit service to electronically deposit checks into your Wells Fargo account. Our service eliminates the need for your employees to make trips to the bank to deposit checks and provides an extended deposit deadline of 10:00 p.m. Eastern Time.

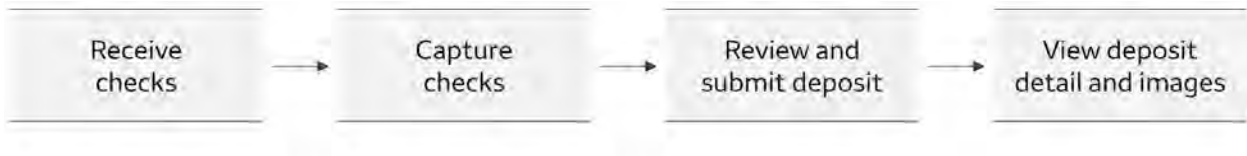
Our service can also help you consolidate your banking relationships because you no longer need to maintain accounts at local banks that have physical branches near your locations. Fewer banking relationships can help you save money on account maintenance fees and reduce the time spent reconciling multiple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

How it works

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

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

The following diagram shows the remote deposit process flow.



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

Features

Image access

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

Custom fields

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

Reporting

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

| Report name | Description |
|----------------------------------|--|
| Deposit Report | Contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It's available in HTML, PDF, CSV, and Excel formats.* |
| Deposit Report with Item Details | Contains general deposit information (including deposit amount, number of checks included, and submission date) and item details (including item amount, item status, and check number) for each deposit completed within the past 90 days. It's available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images. |
| Deposit Report with Check Images | Contains general deposit information and item details for each deposit. It's available in PDF. Select the number of images (up to four per page) with the option to include an image of the back of the check. |
| Deposit detail transmission | Includes discretionary data that you entered manually, in addition to check detail. Allows you to receive an electronic file for posting your receivables. |

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

User access

Your designated system administrators establish users, grant them access, and set their check limits. Administrators can customize each user's access. For example, a user can have scan and balance access for one account and deposit approver access for another account. This flexibility lets you implement dual controls so that one person scans and balances and another person approves a deposit before it's submitted.

Batch deposits

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

Feature updates

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

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

Quality control

| | |
|--|---|
| | Before submitting a deposit, you can review the captured items, and make corrections (such as re-capture images, enter missing data, and verify item amounts) to balance the deposit. |
| | Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast. |
| | While image quality exceptions are rare (accounting for approximately 1% or less of all items we process*), we follow a standard process for handling them. |
| | If we can't clear an item, we follow an adjustment process and notify you accordingly. |

* Internal metric, June 2024.

Universal payment identification code functionality

Perfect Receivables®

We support universal payment identification codes (UPICs) for business-to-business transactions. Our Perfect Receivables service is similar to UPIC but offers additional features that help you reconcile accounts more efficiently. You can:

- Assign a unique account number for each originator or sender
- Group incoming ACH and wire payment transactions into a single settlement credit

We compare our Perfect Receivables service to The Clearing House's UPIC service below.

| Key areas of differentiation | Wells Fargo's service | The Clearing House's service |
|-------------------------------|---|---|
| Purpose | Our service provides the ability to assign a unique payment identification code to each payment originator or sender. This labeling enables accurate payment transaction information 100% of the time. | The UPIC is a universal remittance number, enabling users to receive electronic (ACH) credit payments without revealing bank Routing Transit Number (RTN) or account number information. |
| Key message | Our service facilitates an improved end-to-end electronic payments process by: <ul style="list-style-type: none"> • Eliminating exceptions • Reducing time to post and reconcile • Providing straight through processing | As a fraud protection, The Clearing House's UPIC allows the receipt of ACH payments without revealing an account number. Some UPIC customers use a single UPIC, which provides limited utility in the payments process. |
| Account number and RTN | A 17-digit payment identification code replaces your account number and, along with the RTN, routes the transaction correctly. It masks your deposit account number. | The UPIC and the RTN replace the account number and bank RTN. The Clearing House masks your account number and RTN. |
| Debits or credits | Our service is available for either debits or credits. | The service is available for credits only. |

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| Key areas of differentiation | Wells Fargo's service | The Clearing House's service |
|----------------------------------|---|---|
| Fraud considerations | <p>Not revealing account information provides a high level of security. If you choose to receive ACH credits, we block and return any incoming ACH debits, other than ACH reversals, settlement transactions, and transactions originated by internal Wells Fargo lines of business.</p> <p>If you choose to receive ACH debits, we block and return any incoming ACH credits, other than ACH reversals, settlement transactions, and transactions originated by internal Wells Fargo lines of business, such as account analysis fees.</p> | <p>An ACH fraud filter isn't available. UPIC blocks all debits except credit reversals, which post automatically. UPIC recommends you use your bank's fraud filter service in addition to UPIC to prevent fraudulent ACH transactions from posting.</p> |
| Portability | <p>Our service is proprietary and available only through Wells Fargo.</p> | <p>The service is portable from one financial institution to another. All transactions route through the electronic payments network for distribution.</p> |
| Target customer | <p>Medium- and large-sized organizations interested in, or already receiving, payments electronically are best suited for this service. Our service supports receiving payments from other organizations. You have the flexibility to embed invoice or customer numbers within the payment identification code structure, plus the opportunity to achieve straight through processing.</p> | <p>Organizations that want to receive payments electronically (ACH), but don't want to reveal their account information are best suited for this service. It's not ideal for organizations that want straight through processing.</p> |
| Information storage | <p>We store information in our database.</p> | <p>The Clearing House stores information in its central database.</p> |
| Additional considerations | <p>You can use the same payment identification code for both ACH and wire transactions.</p> <p>To control payment routing for multiple accounts, you use an account range and choose credits (for ACH only, incoming wires, or both) or choose ACH debits.</p> | <p>You use UPIC only for ACH transactions.</p> |

Zero balance account

A zero balance account (ZBA) is a checking account that maintains a target balance of zero through daily, automatic funds transfers to and from a parent account.

The primary feature of a ZBA is to allow you to manage your liquidity by concentrating excess balances in one account versus managing individual accounts. By having all funds netted to a parent or lead account, you can base sweep and investment decisions on just one account.

Control, manage, and maintain account balances

You can use a ZBA account structure to eliminate excess balances in separate accounts by consolidating them into one concentrated, parent account; this helps you maintain greater control over payroll, petty cash, investments, or other disbursements.

How it works

You have one parent account with multiple child accounts linked to it. At the end of each business day, we automatically transfer funds to or from your parent account to bring all child account balances to zero, or to a target amount of your choice.

Because funds are concentrated in the parent account, you only need to look at one account balance when making cash management decisions or determining if you have adequate balances to fund disbursements.

In addition, because the funds transfer automatically, you don't need to initiate manual transfers to fund disbursements or concentrate deposits.

Customizable account structure

The County can structure your cash concentration account structure to meet your specific needs.

Decide how to set up your account structure

You may want to use each child account for certain types of activity, such as:

- Disbursements only
- Collections only
- Multipurpose (collections and disbursements)

Include multiple account tiers

You can have up to nine tiers of accounts with an unlimited number of accounts at each tier.

Returns

Returned items

Processing returned items can be a burden on your staff. You can improve the efficiency of your process with handling instructions, reporting, and electronic returned items. These time saving steps can help you reconcile, research, and collect on returned items.

Processing instructions

During implementation, you tell us whether you'll follow our standard processing instructions or set up special instructions, as described in the following table.

| Standard instructions | Special instructions* |
|---|---|
| | Automatically redeposit all items (regardless of amount) returned for insufficient funds or uncollected funds |
| Debit the depository account for chargebacks | Redeposit all Wells Fargo items less than a predetermined dollar amount |
| Post all returned items to the depository account in one lump sum per day | Post separate debits for each returned item to the depository account* |
| Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system | Mail physical items or additional copies of the debit advice to an alternate address* |
| | Charge back items to an account other than the depository account* |
| | Key additional data (such as maker name, phone number, and address) on the advice* |

* Additional fees apply for some special instructions.

Reporting options

Online reporting and images

Information reporting

With our information reporting service, you can reduce the time spent researching, recording, and collecting on checks returned unpaid. Our same day and previous day reports provide detailed information about your returned items; the HTML format of the previous day report can include links to item images.

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

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Decisioning

You can begin your collection efforts on the same day we receive returned items. View your returned items beginning at 9:00 a.m. Eastern Time and change the chargeback or redeposit default disposition by 7:30 p.m. Eastern Time.

Notification

You can receive an email notification when we process returned items or when items are available for decisioning. This email prompts you to sign on to our online banking platform to view the detailed returned item reports or to review and decision the returned items.

Images

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



Select the icon to see a brief video demonstration of Returned Items Image Retrieval.

Transmission reporting

| Report type | Details |
|--------------------|---|
| Data transmission | Receive a transmission file — including keyed data — for both returned checks and those converted to ACH transactions. |
| Image transmission | Receive a transmission of returned check images, associated index information, and detailed information through our Image File Import service. You can import these files into your internal or a third-party image archive. The files consist of an XML formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format. |

Optional service

Electronic returned items

With this optional service, we can automatically convert eligible paper returned items into ACH debits. This conversion allows us to make up to two re-presentation attempts (instead of only one with the paper deposit process), which can help increase your collection rates.

Consumer checks of less than \$2,500 that are returned for insufficient funds or uncollected funds are eligible for this service.

Reporting

You can access lockbox deposit and balance reporting information through several channels as described in the following paragraphs.

Online

Our online information reporting service is the most commonly used method. It provides comprehensive intraday and previous day reports of deposit and balance data for you to view, print, and download.

Our Lockbox Detail and Lockbox Availability reports provide you with same-day lockbox deposit totals, transaction detail, and funds availability information. They are available to you online approximately two hours after your deposit cutoff time.

You can customize reports to view only the accounts and details you want to see. Formats vary by report and include BAI V2, CSV, Excel, HTML, and PDF.

Transmission

You can receive a file transmission of previous day and intraday balance and reporting data. Choose from BAI V2 format through our Direct BAI file transfer service or ISO 20022 XML format using one of our secure transmission options or Swift FileAct. You can then automatically update your accounting, treasury workstation, or ERP system.

Data exchange

We provide information about your previous day account balance and deposit information to your concentration bank*, and you access the data through that bank's information reporting channels. However, your reporting does not include lockbox detail information.

* U.S. financial institutions only.

Mobile

Our mobile app* helps you monitor your accounts using your mobile device. When you sign on, it's easy to access mobile versions of several intraday and previous day reports, including the Lockbox Availability report. It includes the totals for your lockbox deposits and detailed information about the transactions.

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

Positive file

You can provide us with a list of accounts that you want to match for processing; we reject payments from accounts not on your positive file.

Pricing for additional services

We provide all pricing in Attachment H.

Appendix

| | |
|--|-------|
| Sample reports and statement..... | Tab A |
| Supplier diversity | Tab B |
| Business continuity planning..... | Tab C |
| Information security | Tab D |
| Application security | Tab E |
| Account agreements and service descriptions..... | Tab F |



DDA Cycled Statement Report

As of 10/14/20XX

Company: COMPANY NAME

User: Demo User

10/17/20XX 05:15 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Statement Start Date: 09/01/20XX
Statement End Date: 09/30/20XX

Currency: USD
Bank: 000000000
Account: 00000

WELLS FARGO BANK, N.A.
Company Name

Account Overview

| | |
|----------------------------------|-------------------------|
| Beginning Ledger Balance | -10.00 |
| Deposits | 955,005,381.00 |
| Electronic Deposits/Bank Credits | 1,163,035,840.15 |
| Total Credits | 2,118,041,221.15 |
| Electronic Debits/Bank Debits | 2,118,041,221.15 |
| Checks Paid | .00 |
| Total Debits | 2,118,041,221.15 |
| Ending Ledger Balance | -10.00 |

Credits

Deposits

| Effective Date | Posted Date | Amount | Transaction Detail |
|----------------|-------------|-----------------------|-----------------------|
| | 09/01/20XX | 99,000,000.00 | DEPOSIT |
| | 09/01/20XX | 90,000,000.00 | DEPOSIT |
| | 09/01/20XX | 79,335,127.00 | DEPOSIT |
| | 09/01/20XX | 50,000,000.00 | DEPOSIT |
| | 09/29/20XX | 99,000,000.00 | DEPOSIT |
| | 09/29/20XX | 90,000,000.00 | DEPOSIT |
| | 09/29/20XX | 79,335,127.00 | DEPOSIT |
| | 09/30/20XX | 50,000,000.00 | DEPOSIT |
| | | 955,005,381.00 | Total Deposits |

Electronic Deposits/Bank Credits

| Effective Date | Posted Date | Amount | Transaction Detail |
|----------------|-------------|-------------------------|---|
| | 09/01/20XX | 353,950,397.11 | ZBA FUNDING ACCOUNT TRANSFER FROM 0000000000 |
| | 09/01/20XX | 83,282,474.37 | SWEEP TRANSFER FROM INVESTMENT |
| | 09/01/20XX | 311.17 | WT SEQ#00000 OPEN BANK ACCOUNT FOR W /ORG= SRF# |
| | | | TRN#00000000000 RFB# |
| | 09/01/20XX | .41 | WT SEQ#00000 000A EA000 000003 /ORG=000NAME SRF# IN1000 |
| | | | 0000000000 TRN#000000000003 RFB# 000000000 |
| | 09/01/20XX | .40 | WT SEQ#00000 000A E.000 0 000003 /ORG=000NAME SRF# IN0009 |
| | | | 0000000000 TRN#000000000002 RFB# 000000004 |
| | 09/01/20XX | .37 | WT SEQ#00000 NAME/ORG=000NAME SRF# IN1000 |
| | | | 2606000000 TRN#000000000000 RFB# 000000002 |
| | 09/01/20XX | .34 | WT SEQ#00000 NAME =000NAME SRF# IN1000 |
| | 09/30/20XX | .06 | ONLINE TRANSFER MOBILE BILLING REF #0000000000 |
| | | 1,163,035,840.15 | Total Electronic Deposits/Bank Credits |
| | | 2,118,041,221.15 | Total Credits |

Debits

Electronic Debits/Bank Debits

| Effective Date | Posted Date | Amount | Transaction Detail |
|----------------|-------------|-------------------------|--|
| | 09/01/20XX | 200,219,156.00 | ZBA FUNDING ACCOUNT TRANSFER TO 0000000000 |
| | 09/01/20XX | 200,137,137.00 | ZBA FUNDING ACCOUNT TRANSFER TO 0000000000 |
| | 09/01/20XX | 96,544,235.74 | ZBA FUNDING ACCOUNT TRANSFER TO 00000000 |
| | 09/30/20XX | .07 | ONLINE TRANSFER END OF DAY BILLING REF #0000000000 |
| | | 2,118,041,221.15 | Total Electronic Debits/Bank Debits |
| | | 2,118,041,221.15 | Total Debits |

Daily Ledger Balance Summary

| Date | Balance | Date | Balance | Date | Balance |
|------------|------------|------------|------------|-------------------------------------|------------|
| 09/01/20XX | -70,240.00 | 09/13/20XX | -70,240.00 | 09/22/20XX | -70,240.00 |
| 09/02/20XX | -70,240.00 | 09/14/20XX | -70,240.00 | 09/23/20XX | -70,240.00 |
| 09/06/20XX | -70,240.00 | 09/15/20XX | -70,240.00 | 09/26/20XX | -70,240.00 |
| 09/07/20XX | -70,240.00 | 09/16/20XX | -70,240.00 | 09/27/20XX | -70,240.00 |
| 09/08/20XX | -70,240.00 | 09/19/20XX | -70,240.00 | 09/28/20XX | -70,240.00 |
| 09/09/20XX | -70,240.00 | 09/20/20XX | -70,240.00 | 09/29/20XX | -18,120.00 |
| 09/12/20XX | -70,240.00 | 09/21/20XX | -70,240.00 | 09/30/20XX | -10.00 |
| | | | .00 | Average Daily Ledger Balance | |

---- END OF REPORT ----



Deposit Detail Report

As of 10/17/20XX

Company: COMPANY NAME

User: Demo User

10/20/20XX 01:35 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD

Bank: 000000000

Account: XXXXXXXX

WELLS FARGO BANK, N.A.

Company Name

Desktop Deposit

Smart Decision® Analysis

| | Item Type | Amount | Items | Percent (%) |
|-------------------------------------|---------------------|------------|-------|-------------|
| Paper Check Items: | Check | 166,311.10 | 14 | 100.0% |
| Ineligibility For Conversion | | | | |
| | Standard Processing | 166,311.10 | 14 | 100.0% |

Deposit Summary

| Amount | Items | Cust Ref | Location | Deposit ID | Deposit Source |
|-------------------|-----------|---|----------|----------------|-----------------|
| 166,311.10 | 14 | XXXXX | | XXXXXXXXXXXXXX | Desktop Deposit |
| 166,311.10 | 14 | Deposit Total for Account XXXXXXXX | | | |

Amount

Deposit Details

166,311.10 Deposit Creation Date: 10/17/20XX Deposit Effective Date: 10/17/20XX
 Customer Ref Num: XXXXX Deposit ID: XXXXXXXXXXXX
 Deposit Source: Desktop Deposit

Ceo ID:

Deposit Bag No: BR-XXXX031

Deposited By: USER NAME

Created By: USER NAME

Deposit Recap

| Item Type | Amount | Number of Items |
|---------------------------|-------------------|-----------------|
| Check | 166,311.10 | 14 |
| Totals For Deposit | 166,311.10 | 14 |

Deposit Total for Currency USD 166,311.10

---- END OF REPORT ----



E-Box[®] Report

As of 10/17/20xx
Company: COMPANY NAME
User: Demo User

10/17/20xx 05:17 PM ET

Commercial Electronic Office[®]

Treasury Information Reporting

Currency: USD
Bank: 000000000
Account: 00000000000

WELLS FARGO BANK, N.A.
Company Name

Billers:BILLER NAME

| Customer Account | Payment Amount | Customer Name | Trace Number |
|--------------------|----------------|---------------|-----------------|
| XXXXXXXXXXXXXXXXXX | 87.42 | NAME 1 | 000000000000003 |
| XXXXXXXXXXXXXXXXXX | 172.02 | NAME 2 | 000000000000009 |
| XXXXXXXXXXXXXXXXXX | 289.52 | NAME 3 | 000000000000042 |
| XXXXXXXXXXXXXXXXXX | 168.26 | NAME 4 | 000000000000076 |
| XXXXXXXXXXXXXXXXXX | 41.36 | NAME 5 | 000000000000079 |
| XXXXXXXXXXXXXXXXXX | 266.02 | NAME 6 | 000000000000078 |
| XXXXXXXXXXXXXXXXXX | 73.00 | NAME 7 | 000000000000600 |
| XXXXXXXXXXXXXXXXXX | 241.58 | NAME 8 | 000000000000074 |
| XXXXXXXXXXXXXXXXXX | 96.82 | NAME 9 | 000000000000034 |
| XXXXXXXXXXXXXXXXXX | 79.90 | NAME 10 | 000000000000076 |
| XXXXXXXXXXXXXXXXXX | 168.26 | NAME 11 | 000000000000074 |
| XXXXXXXXXXXXXXXXXX | 77.08 | NAME 12 | 000000000000025 |
| XXXXXXXXXXXXXXXXXX | 140.06 | NAME 13 | 000000000000046 |
| XXXXXXXXXXXXXXXXXX | 238.76 | NAME 14 | 000000000000098 |
| XXXXXXXXXXXXXXXXXX | 89.30 | NAME 15 | 000000000000047 |
| XXXXXXXXXXXXXXXXXX | 133.48 | NAME 16 | 000000000000044 |
| XXXXXXXXXXXXXXXXXX | 90.00 | NAME 17 | 000000000000012 |
| XXXXXXXXXXXXXXXXXX | 173.90 | NAME 18 | 000000000000071 |
| XXXXXXXXXXXXXXXXXX | 0.94 | NAME 19 | 000000000000070 |
| XXXXXXXXXXXXXXXXXX | 417.36 | NAME 20 | 000000000000002 |
| XXXXXXXXXXXXXXXXXX | 357.00 | NAME 21 | 000000000000007 |

Subtotal for BILLER NAME (USD): 243,023.38 (1975 Items)

Total for Account 000000000 (USD): 16,509,986.49 (45818 Items)

Total for Bank 000000000 (USD): 16,509,986.49 (45818 Items)

Total for Currency USD 16,509,986.49 (45818 Items)

---- END OF REPORT ----



Lockbox Availability Report

As of 10/17/20XX

Company: COMPANY NAME

User: Demo User

10/17/20XX05:23 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD

Bank: 000000000

Account:0000000000

WELLS FARGO BANK, N.A.

Company Name

Availability Information for Lockbox 00000

| | Deposit Amount | Item Count | Immediate | One Day Float | Two+ Day Float |
|---------|----------------|------------|-----------|---------------|----------------|
| | 77,285.11 | 5 | .00 | 75,042.12 | 2,242.99 |
| Totals: | 77,285.11 | 5 | .00 | 75,042.12 | 2,242.99 |

Availability Information for Lockbox 000001

| | Deposit Amount | Item Count | Immediate | One Day Float | Two+ Day Float |
|---------|----------------|------------|-----------|---------------|----------------|
| | 708,888.00 | 11 | .00 | 708,888.00 | .00 |
| Totals: | 708,888.00 | 11 | .00 | 708,888.00 | .00 |

Availability Information for Lockbox 0000005

| | Deposit Amount | Item Count | Immediate | One Day Float | Two+ Day Float |
|---------|----------------|------------|-----------|---------------|----------------|
| | 325,193.76 | 10 | 15,403.40 | 309,790.36 | .00 |
| Totals: | 325,193.76 | 10 | 15,403.40 | 309,790.36 | .00 |

Totals for Account 000000000000

1,111,366.87 26 15,403.40 1,093,720.48 2,242.99



Previous Day Return Item Detail Report

As of 10/03/20XX

Company: COMPANY NAME
User: Demo User

10/17/20XX 05:27 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD
Bank: 000000000
Account: XXXXXXXX (MN)
Redeposits reported 0.00 & above. Chargebacks reported 0.00 & above.

WELLS FARGO BANK, N.A.
Company Name

| Amount | | Transaction Details | | | | |
|----------|--|--|------------------|--|--|--|
| 2,489.09 | Disposition: Redeposit Reason: A - NSF-Insuf Funds Location: N/A Deposit Date: 09/29/20XX | Bank ID: XXXXXXXX Account Number: XXXXXXXX Serial Number: XXXX | Maker Name: NAME | | | |
| 1,782.67 | Disposition: Chargeback Reason: C - Stop Payment Location: N/A Deposit Date: 09/29/20XX | Bank ID: XXXXXXXX Account Number: XXXXXXXX Serial Number: XXXX | Maker Name: NAME | | | |
| 1,371.58 | Disposition: Chargeback Reason: F - Frozen/Blocked Location: N/A Deposit Date: 09/29/20XX | Bank ID: XXXXXXXX Account Number: XXXXXXXX Serial Number: XXXX | Maker Name: NAME | | | |

Totals for Paper Returns for Account XXXXXX (USD)

| | Reported Items | Reported Amount | Suppressed Items | Suppressed Amount | Total Items | Total Amount |
|---------------|----------------|-----------------|------------------|-------------------|-------------|-----------------|
| Chargeback: | 2 | 3,154.25 | 0 | 0.00 | 2 | 3,154.25 |
| Redeposit: | 1 | 2,489.09 | 0 | 0.00 | 1 | 2,489.09 |
| Pending: | 0 | 0.00 | N/A | N/A | 0 | 0.00 |
| Total: | 3 | 5,643.34 | 0 | 0.00 | 3 | 5,643.34 |

Grand Totals for Returns for Account XXXXXX (USD)

| | Reported Items | Reported Amount | Suppressed Items | Suppressed Amount | Total Items | Total Amount |
|---------------|----------------|-----------------|------------------|-------------------|-------------|-----------------|
| Chargeback: | 2 | 3,154.25 | 0 | 0.00 | 2 | 3,154.25 |
| Redeposit: | 1 | 2,489.09 | 0 | 0.00 | 1 | 2,489.09 |
| Pending: | 0 | 0.00 | N/A | N/A | 0 | 0.00 |
| Total: | 3 | 5,643.34 | 0 | 0.00 | 3 | 5,643.34 |

Service Fee Recovery Items

Note: Any credit for a returned item service fee is subject to reversal. See Returned Item Service Fee Service Description.

| Amount | | Transaction Details | | | | |
|--------|---|---|------------------------|--|--|--|
| 25.00 | Return Type: PAPER Disposition: Fee Settlement-Debit Reason: A - NSF-Insuf Funds Redeposit Count: 1 Location: N/A ACH Company ID: XXXXXXXX | Original Sequence Number: XXXXXXXX Current Sequence Number: XXXXXXXX Bank ID: XXXXXXXX Account Number: XXXXXXXX Serial Number: XXXX Item Amount: 2,771.31 | Maker Name: Maker name | | | |
| 25.00 | Return Type: PAPER Disposition: Fee Settlement-Debit Reason: A - NSF-Insuf Funds Redeposit Count: 1 Location: N/A ACH Company ID: XXXXXXXX | Original Sequence Number: XXXXXXXX Current Sequence Number: XXXXXXXX Bank ID: 000000000 Account Number: XXXXXXXX Serial Number: XXXX Item Amount: 2,214.36 | Maker Name: Maker name | | | |

Totals for Service Fee Recovery Items for Account XXXXXX (USD)

| | Total Items | Total Amount |
|------------------------|-------------|--------------|
| Fee Settlement-Credit: | 1 | -25.00 |
| Fee Settlement-Debit: | 2 | 50.00 |
| Fee Uncollected: | 0 | 0.00 |
| Fee Reversed: | 0 | 0.00 |

Electronic Returns

ARC Returns

| Amount | Transaction Details | |
|--------|---------------------|--|
|--------|---------------------|--|

| | | |
|-------|---------------------------|-------------------------------------|
| 43.80 | Disposition: Chargeback | Original Sequence Number: XXXXXXXXX |
| | Reason: R02 - ACCT CLSED | Current Sequence Number: XXXXXXXXX |
| | Redeposit Count: N/A | Deposit Date: 09/29/20XX |
| | Location: N/A | Bank ID: XXXXXXXXX |
| | ACH Company ID: XXXXXXXXX | Account Number: XXXXXXXXX |
| | | Serial Number: XXXX |

Item ID: XXXXXXXXXXXXX
 Deposit ID: XXXXXXXXXXXXX
 Batch ID: XXXXXXXXX
 ACH Co ID: XXXXXXXXX
 Ceo ID: ABCD1234
 Deposit Bag No: XXXXX
 Deposit Name: PREDISPOSITIONING

Totals for Electronic Returns (ARC) for Account XXXXXX(USD)

| | Reported Items | Reported Amount | Suppressed Items | Suppressed Amount | Total Items | Total Amount |
|-----------------|----------------|-----------------|------------------|-------------------|-------------|--------------|
| Chargeback: | 1 | 43.80 | 0 | 0.00 | 1 | 43.80 |
| Redeposit 1: | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Redeposit 2: | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Pending: | 0 | 0.00 | N/A | N/A | 0 | 0.00 |
| Administrative: | 1 | 22.31 | N/A | N/A | 1 | 22.31 |
| Total: | 2 | 66.11 | 0 | 0.00 | 2 | 66.11 |

BOC Returns

| Amount | Transaction Details | |
|--------|---------------------|--|
|--------|---------------------|--|

| | | |
|-------|---------------------------------|-------------------------------------|
| 24.27 | Disposition: Admin - ACH RESEND | Original Sequence Number: XXXXXXXXX |
| | Reason: R03 - NO ACCOUNT | Current Sequence Number: XXXXXXXXX |
| | Redeposit Count: N/A | Deposit Date: 09/29/20XX |
| | Location: N/A | Bank ID: XXXXXXXXX |
| | ACH Company ID: XXXXXXXXX | Account Number: XXXXXXXXX |
| | | Serial Number: XXXXX |

Item ID: XXXXXXXXXXXXX
 Deposit ID: XXXXXXXXXXXXX
 Batch ID: XXXXXXXXX
 ACH Co ID: XXXXXXXXX
 Ceo ID: XXXXXXXXX
 Deposit Bag No: XXXXX
 Deposit Name: PREDISPOSITIONING

Totals for Electronic Returns (BOC) for Account XXXXXXXX (USD)

| | Reported Items | Reported Amount | Suppressed Items | Suppressed Amount | Total Items | Total Amount |
|-----------------|----------------|-----------------|------------------|-------------------|-------------|--------------|
| Chargeback: | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Redeposit 1: | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Redeposit 2: | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Pending: | 0 | 0.00 | N/A | N/A | 0 | 0.00 |
| Administrative: | 3 | 68.38 | N/A | N/A | 3 | 68.38 |
| Total: | 3 | 68.38 | 0 | 0.00 | 3 | 68.38 |

Grand Totals for Returns for Account XXXXXXXX (USD)

| | Reported Items | Reported Amount | Suppressed Items | Suppressed Amount | Total Items | Total Amount |
|-----------------|----------------|-----------------|------------------|-------------------|-------------|-----------------|
| Chargeback: | 3 | 3,475.73 | 0 | 0.00 | 3 | 3,475.73 |
| Redeposit: | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Pending: | 0 | 0.00 | N/A | N/A | 0 | 0.00 |
| Administrative: | 4 | 90.69 | N/A | N/A | 4 | 90.69 |
| Total: | 7 | 3,566.42 | 0 | 0.00 | 7 | 3,566.42 |

Interactive statement

Our interactive account analysis statement is available online. You 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.

Statements & Notices

Client Analysis Statement Commercial Electronic Office®

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Client Analysis Statement: [Summary](#) | [Relationship Summary](#) | [Intermediate Summary](#) | [Account Summary](#)

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Summary for TISA BEAGLEY INC
JUNE 2006

WELLS FARGO BANK, N.A.
PO BOX 63020
SAN FRANCISCO, CA 94163

TISA BEAGLEY INC
TEST STATEMENT -- DO NOT MAIL
TEST STATEMENT -- DO NOT MAIL
SAINT LOUIS, MO 63118-1849

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS, CALL: 800-225-5935 (1-800-CALL-WELLS)

Analysis Summary
PDF
Download Section

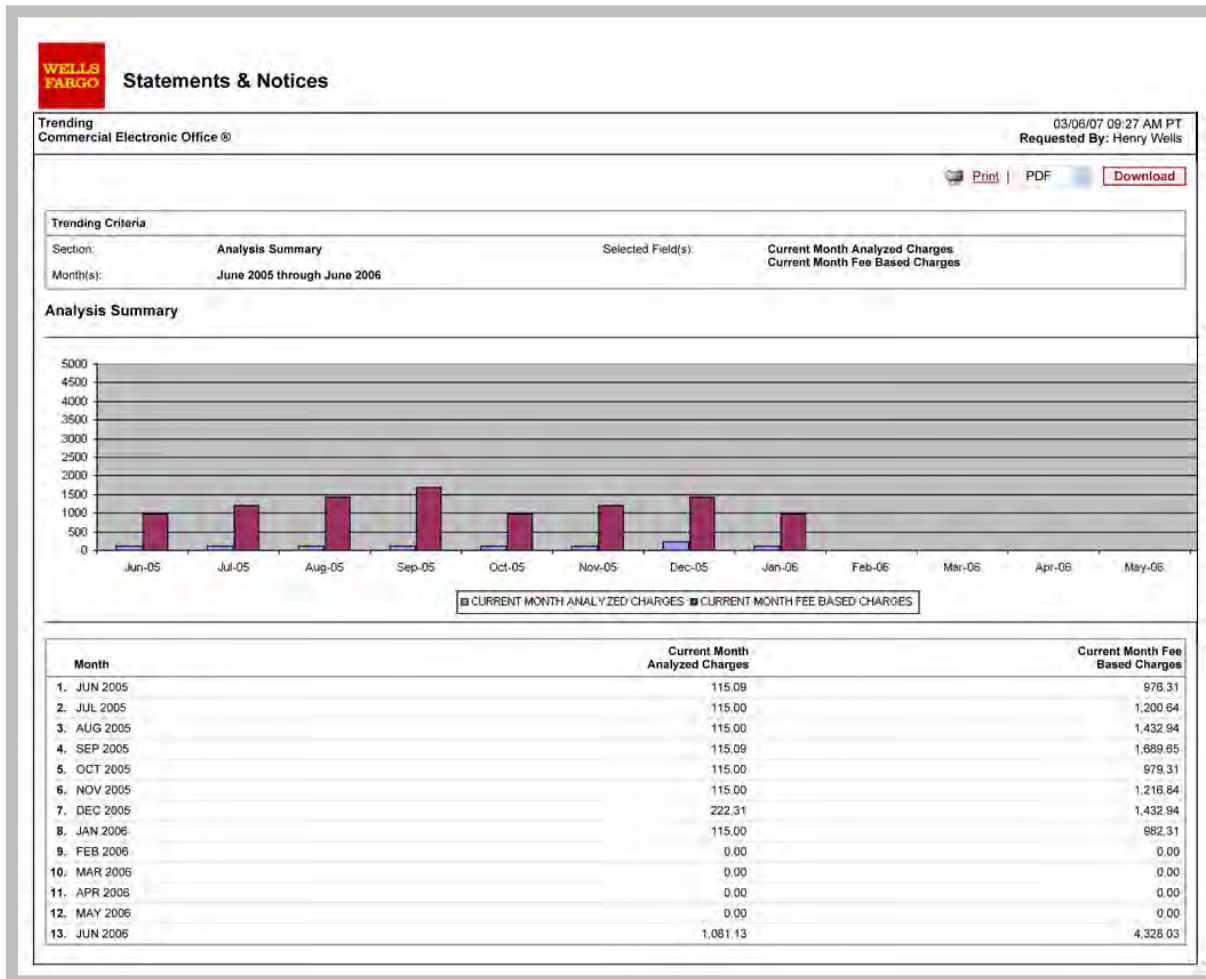
To perform trending of historical data, check one or more boxes, then click **Perform Trending**.

| | | | |
|--|-----------|-----------------|-------------------------------------|
| Average Positive Collected Balance: | \$ | 14,871,589.98 | <input type="checkbox"/> |
| Reserve Requirement @ 10.00000 %: | - | 1,487,159.00 | <input type="checkbox"/> |
| Investable Balance Available for Services: | = | 13,384,430.98 | <input type="checkbox"/> |
| | | | |
| Earnings Allowance @ 3.50 %: | \$ | 104,531.67 | <input type="checkbox"/> |
| Current Month Analyzed Charges: | - | 1,081.13 | <input checked="" type="checkbox"/> |
| | | | |
| Current Month Position: | = | 103,450.54 | <input type="checkbox"/> |
| Net Shortfall Due: | \$ | 666.94 | <input type="checkbox"/> |
| | | | |
| Current Month Fee Based Charges: | + | 4,328.03 | <input checked="" type="checkbox"/> |
| Total Amount Due: | \$ | 4,994.97 | <input type="checkbox"/> |
| | | | |
| Number of days in this cycle: | | 30 | |

Perform Trending

Trending report

The trending report displays your selected data in graph and list forms. We are one of the only financial institutions that offers this type of statement.



2024 Supplier Diversity

Our Commitment to Supplier Diversity

Wells Fargo celebrates over 30 years of engagement with diverse-owned companies. Through our Supplier Diversity program, we support the growth of small businesses and businesses owned by minorities, women, veterans, people with disabilities, and LGBTQ+. Supplier diversity adds value to the organization by ensuring that our supplier base mirrors the customers and communities we serve.

Our Supply Chain Management function is committed to ensuring supplier diversity is integrated into its strategic sourcing and procurement processes to generate efficiency, innovation, and increased opportunities for diverse suppliers. We're committed to accomplishing this mission by establishing and supporting partnerships with the diverse business community, developing these businesses for growth, and engaging with community organizations that share our commitment.

We're further committed to monitoring our practices for effectiveness through performance goals and ensuring our commitment is emphasized by all levels of management and communicated to all team members and stakeholders. Together with our diverse suppliers, we can contribute to the long-term economic sustainability of our communities.

While there is no expectation of direct sub-contracting opportunities for this contract, any such opportunities would be sourced with an effort to maximize diverse supplier utilization.

Supporting and increasing our spend with diverse suppliers company-wide

Wells Fargo maintains a well-established supplier diversity program, having prioritized advancing supplier diversity for more than three decades. Wells Fargo's efforts in advancing supplier diversity include increasing its annual controllable spend, encouraging its suppliers to increase their own spending with diverse suppliers, and implementing several programs to develop diverse suppliers.

Supplier Diversity is Wells Fargo's company-wide commitment to provide all qualified companies with competitive access to opportunities to provide us with goods and services. Because diversity is one of our core operating values, our goal is to have a supplier base that reflects the diversity of our team members, customers, and communities. To achieve this goal, Wells Fargo proactively seeks qualified suppliers that are minority, woman, LGBTQ, veteran, disabled, and small business suppliers. In 2023, Wells Fargo spent more than \$1 billion with certified diverse owned businesses. This includes Tier 1 and Tier 2 diverse spend.

Our approach

We understand that our success stems from diverse perspectives, and we value diversity, equity, and inclusion in our business. Supplier diversity adds value to the organization by ensuring that our supplier base mirrors the customers and communities we serve. To that same end, our Supply Chain Management group works closely with all our lines of business, as well as internal and external stakeholders, to help grow relationships with certified minority, women, LGBTQ, veteran, disabled, and small business suppliers.

Diverse business inclusion

Wells Fargo supports strategic opportunities that include diverse suppliers in competitive sourcing and procurement opportunities. We leverage benchmark data, peer information, and diverse supplier identification, which helps enable us to flag any roadblocks that may limit diverse participation. We track and report on our performance on a quarterly basis and these reports include detailed information about our procurement spending.

Capacity building

Wells Fargo offers capacity building programs for diverse suppliers, which are designed to help smaller companies grow in size, expand their products and services offerings, and acquire relevant skill sets. The programs also help Wells Fargo develop a pipeline of potential suppliers it can work with in the future. Program components typically include sessions focused on access to capital, technical assistance, and relationship building. The Bank offers capacity building programs—developed by the Bank or through a partner organization—annually. Wells Fargo also provides scholarships to diverse suppliers to attend course offerings at leading colleges and universities, including Stanford University, Dartmouth College, and various HBCUs. For example, the Wells Fargo Scholarship Fund funds scholarships for certified diverse suppliers across all diverse segments to attend either Building a Successful Diverse Business or Growing an Established Diverse Business at Tuck Executive Education at Dartmouth.

Diverse supplier Outreach

To grow its diverse supplier program and develop its existing supplier relationships, Wells Fargo has established outreach partnerships with several regional and national organizations dedicated to supporting entrepreneurs from underrepresented groups. Through these partnerships, the company can disseminate valuable information about its programs, recruit more diverse suppliers, and gain critical insight about the needs of its suppliers and their communities — allowing it to build more strategic and supportive programming. A full list of its national and regional outreach partners is below.

- Disability:IN
- National LGBT Chamber of Commerce
- National Minority Supplier Development Council
- Women’s Business Enterprise National Council.

Supplemental information:

Wells Fargo was recognized by 15 national and regional organizations.

Wells Fargo's DE&I efforts continue to win recognition and positive press

- Top 15 CPO – DiversityPlus Magazine
- 2023 Military Friendly Supplier Diversity Programs - Military Friendly Supplier Diversity Programs
- 2023 Best of the Decade 100 – We USA and MBN USA Magazine
- Disability Equality Index (DEI) Top-Scorer (100%)
- NGLCC 2023 Corporation of the Year Award
- 2023 Top 50 Companies for Supplier Diversity (#16) – Diversity Inc.
- WBENC America's Top Corporations
- Best of the Best Supplier Diversity Program – Black EOE Journal
- Best of Best of the Best Supplier Diversity Program – Professional Woman's Magazine
- Best of the Best Supplier Diversity Program – U.S. Veteran's Magazine
- Best of the Best Supplier Diversity Program – DIVERSEability
- Best of the Best Supplier Diversity Program - Hispanic Network Magazine
- Best of the Decade Supplier Diversity Program – MBN Magazine
- New York New Jersey Minority Supplier Development Council – Advocate of the Year
- 2023 NBIC Top 50 Best-of-the-Best Corporation for Inclusion





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.)
- Pandemic Loss/Reduction of Human Capital (e.g., pandemic, transit strikes, etc.)
- Loss of Third Party Service Provider

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.

March 22, 2024

Dear Customer:

This letter provides an overview of the Wells Fargo Information Security Program for our commercial, government, institutional, and other customers.

Information Security (IS) Risk Management Program

Wells Fargo considers the security of our customers' data a top priority. We have a comprehensive, enterprise Information Security Program (IS Program) designed to safeguard the confidentiality, integrity, and availability of Wells Fargo's information systems and assets by providing capabilities empowering the company to maintain a resilient and secure environment. This includes:

- Safeguarding the security and confidentiality of customer information
- Defending against information security threats or hazards
- Protecting against unauthorized access to customer information
- Ensuring proper disposal of customer and consumer information

The IS Program is an information security domain framework described below under Information Security Domains that includes administrative, technical, and physical safeguards to protect Wells Fargo's information, information systems, other assets, and customer information. These safeguards align to the six key functions of the National Institute of Standards and Technology (NIST) Cybersecurity Framework 2.0: *Govern, Identify, Protect, Detect, Respond, and Recover*. Wells Fargo performs these functions concurrently and consistently to form an adaptive and dynamic operating environment equipped to effectively address the evolving threat landscape.

Govern includes policies and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements for informing management of cybersecurity risk. It also applies to the other five functions.

Identify includes programs, policies, and processes dedicated to understanding the environment to manage cybersecurity risk to systems, people, assets, data, and capabilities.

- **Asset Management** establishes and maintains an inventory of hardware and software across the enterprise.
- **Penetration Testing** assesses network, cloud, and application security performed on at least an annual basis by both internal offensive security research and testing team and independent third-party assessors. Federal Law requires Wells Fargo to meet specific risk management requirements and enforce risk management oversight on

its IT resources. Wells Fargo cannot share additional detail on Wells Fargo penetration testing plans, strategy, or results as such detail is a risk for use by threat actors to facilitate a security breach.

- **Policies and Control Requirements** include roles and responsibilities, clearly describe expectations for how cybersecurity activities will protect information and systems, and how they support critical company processes.
- **Risk Management Framework** establishes the company's core principles for managing and governing risk.
- **Risk Assessment and Control Testing** assesses internal and external threats through identification, assessment, documentation, and prioritization ensuring management and control of risks.
- **Third Party Program** utilizes preventative, detective, and corrective controls to identify, monitor, manage, mitigate, and report third-party risk and establishes controls to identify, monitor, manage, mitigate, and report fourth-party risks.

Protect includes processes, controls, and technologies to effectively protect customer information, Wells Fargo information systems, and enable execution of critical services.

- **Cyber Resiliency** employs technical security solutions ensuring the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
- **Identity and Access Management** administers access to logical and physical assets and information ensuring the creation and maintenance of unique accounts for all users, ensuring limited access to information, systems, and applications needed to perform the functions of an individual's role, and verifies authenticated users before granting access to information, systems, and applications.
- **Information Protection** utilizes technologies and processes to protect data while at rest (stored) and when transmitted to other systems or users.
- **Records Management** and **Data Destruction** programs provide for the secure disposal or destruction of data or retention of information and physical assets when no longer in use in accordance with applicable laws and Wells Fargo retention requirements.
- **Cyber Hygiene** detects, prioritizes, and monitors vulnerability mitigation and remediation (Vulnerability Management Program), incorporates information security best practices throughout the software development lifecycle preventing the introduction of unmanaged vulnerabilities into production, and remediates security defects (Enterprise Application Security Program).
- **Enterprise Patching** provides governance for patching operations and aligns to an operating model ensuring patches are identified, prioritized, tested, scheduled, deployed, and validated across all asset classes. Established reporting supports the state of patching, exceptions, and risk appetite to leadership through various committees based on requirements for action.
- **Enterprise Architecture** partners with the business and Wells Fargo Technology to confirm the early integration of security requirements in the design and development phases.
- **Infrastructure Security** maintains host-based firewalls and other protections such as endpoint security products; and applies uniform configurations to devices and controls changes to device configurations.
- **Corporate Properties & Security** employs security measures to provide a safe and secure environment for customers, employees, business partners, and assets, appropriate for the relevant risks at each facility including branches, data centers, and administrative buildings.

- **Workforce Accountability & Cyber Awareness** regularly trains and re-trains employees and non-employees on company cybersecurity policies and processes, and how they relate to their specific roles and responsibilities.

Detect includes intelligence programs, processes, and plans that detect potential and actual threats through continuous monitoring for attacks within the Wells Fargo computing environment.

- **Cyber Security Defense and Monitoring** detects, investigates, and disrupts evolving threats and security events within the environment and coordinates incident response activities.
- **Cyber Threat Fusion Centers** monitor company networks and systems to identify anomalous patterns or deviations from expected network, system, and user behavior, and assess impact of and coordinate responses to cybersecurity events.
- **Data Loss Prevention** monitors data flow across networks and on endpoints and implements preventative and monitoring capabilities to mitigate risk of data misuse.
- **Threat Intelligence** continually assesses the internal and external threat landscape, correlating real-time threat monitoring and intelligence analysis across the company.
- **Insider Threat** collaborates on the design and implementation of processes and technologies helping Wells Fargo with early detection and mitigation of high-risk insider activities and provides centralized coordination with key partners to manage the associated risk.

Respond includes incident response programs designed for swift action to detected cybersecurity incidents.

- **Incident Response** provides company stewardship over responses to cybersecurity events, including coordination of internal and external stakeholders to aid in the investigation, containment, and recovery from cybersecurity events.
- **Company Business Resiliency** protects and sustains core business functions when experiencing disruption to technology, infrastructure, or operational processes and guaranteeing updates to recovery plans after an incident.
- **Compromised Data** governs and manages incidents involving the possible and actual compromise of Wells Fargo information. This program assesses, investigates, manages, tracks, and reports on incidents which includes facilitating any required regulatory notifications, customer notifications, and courtesy notifications.

Recover focuses on restoring Wells Fargo or third-party capabilities or services impacted by a cybersecurity incident quickly to mitigate the overall impact of the event.

- **Business Resiliency** prepares for the recovery of business operations, technology environments, and Wells Fargo information through approved and exercised business continuity plans prior to the deployment of any new or enhanced technology, ensuring the process, service, system, information, or solution is recoverable.
- **Public Communications** manages public relations to make certain communications are accurate, complete, and timely.

IS Program Management

The Chief Information Security Officer (CISO) leads Wells Fargo's Cybersecurity organization and is accountable for execution of the IS Program and effective information security (IS) risk management across the company in alignment with the company's risk appetite. The IS Program includes a dedicated channel of support between each business and the Cybersecurity organization. All Wells Fargo organizations, employees, and contingent resources with access to Wells Fargo systems or sensitive information are to adhere to Wells Fargo's IS Program as required by policy and code of conduct.

The IS Program includes risk assessments against control requirements to ensure the identification, assessment, mitigation, and reporting of information and cyber security risks throughout Wells Fargo in and outside the United States.

The IS Program is re-evaluated annually, or more frequently whenever there is a material change in Wells Fargo's business practices that may negatively impact the security, confidentiality, integrity, or availability of data assets or information systems. The Wells Fargo Board of Directors Risk Committee reviews the changes. All reviews of the IS Program and any subsequent changes are documented in the Version History and approved by the CISO.

The Cybersecurity Data Science team within Cybersecurity applies machine learning and artificial intelligence technologies to the IS Program to strengthen cybersecurity competencies, deliver critical accelerator functions and data platform services, and reduce cybersecurity risk by leveraging value-driven data and sustainable technology solutions.

The Cybersecurity Executive Reporting, Metrics, and Analytics team partners with domain owners to provide insights to executives on key cybersecurity risks and program progress, which includes developing and automating metrics and reporting through dashboards.

IS Program Policies

The IS Program enables business groups and enterprise functions to manage information and cybersecurity risk in accordance with Wells Fargo's risk appetite by leveraging the company's Risk Management Framework and relevant policies, each with corresponding standards and controls. Policies are routinely reviewed, updated, and approved in alignment with Wells Fargo's policy governance framework.

IS Program Standards

The Wells Fargo IS Program consists of policies, procedures, and controls adopted from industry standards and best practices.

- National Institute of Standards and Technology (NIST) Cybersecurity Framework

- NIST 800-53 Revision 5: Security and Privacy Controls for Federal Information Systems and Organizations
- International Organization for Standardization (ISO) 27001:2022 standard
- Control Objectives for Information and Related Technology (COBIT) 5
- Federal Financial Institutions Examination Council (FFIEC) Information Technology Handbook

Wells Fargo Information Security Risk Management Oversight (ISRMO), oversees and credibly challenges Cybersecurity on its control requirements and risk posture. ISRMO works closely with the CISO to ensure implementation and sustainability of an effective IS Program.

Cloud Security

As part of Wells Fargo's digital infrastructure strategy, the company started to move a select set of applications from Wells Fargo-managed data centers to Microsoft Azure and Google Cloud in 2022 and intends to continue with workload migrations to public cloud over the next several years. In addition, Wells Fargo utilizes third-party cloud hosted providers. In all cases, the applications and data used by Wells Fargo on the public cloud are subject to comprehensive security standards and controls as described in this Information Security Program Overview Letter and Cloud Control Framework (CCF). Wells Fargo cannot share additional details about Wells Fargo's cloud security protocols or the infrastructure of its cloud footprint outside of the company as such detail can facilitate a security breach.

A focused Cloud Security program drives requisite security controls enabling Wells Fargo to manage cloud security risk within its cloud computing ecosystem.

Proprietary framework

Wells Fargo created the Cloud Control Framework (CCF), a comprehensive set of cloud security control objectives, derived from industry leading sources, providing the foundation for managing cloud security risk and threats.

Defense-in-depth model

The appropriate security policies, controls, and requirements, as guided by the Cloud Control Framework, are active across technology tiers to keep Wells Fargo's data safe in the cloud.

Experienced team

The Cloud Security program works collaboratively with Cybersecurity, Technology, and line of defense partners. Wells Fargo invests in talent development and attracting talented cloud professionals to advance Wells Fargo's cloud program.

Visibility and control

Monitoring Cloud resources and activities help to detect and respond to vulnerabilities and suspicious activity. Cybersecurity capabilities and controls are continuously tested to validate their effectiveness in managing cloud security risk.

Continuous improvement

Wells Fargo collaborates with industry leading partners to advance and evolve our security practices in line with regulations, best practices, and the evolving threat landscape.

Information Security Domains

The IS Program includes asset domains (what we protect) and process domains (how we protect). Designed to improve transparency, accountability, and consistency across the enterprise. The information security domains support existing information security risk management governance and managed by domain owners who report to the CISO.

The information security domain model supports information security governance, transparency, and consistency across Wells Fargo's global enterprise. The nine domains are:

- Application Information Security
- Information Protection
- Infrastructure Information Security
- Workforce Accountability
- Cyber Defense Management
- Identity and Access Management
- Information Security Risk Management
- Third Party Information Security Management
- Infrastructure Vulnerability Management

Below are the domain descriptions.

Application Information Security

The Application Information Security Domain provides a company-wide set of policies, standards, controls, processes, and education necessary to eliminate vulnerabilities during the software development lifecycle in Wells Fargo business

applications. Effective application security reduces the risk of the company having a material security breach or other significant impact resulting from our application portfolio.

The Application Information Security domain defines the secure development practices based on standards and controls used during the development lifecycle. Application security standards define the requirements for the application lifecycle – from initial application introduction to the environment, through ongoing updates, to final retirement. Furthermore, secure development practices provide the ability to identify, assess, report on, and govern security defects to enable the remediation and prevention of security defects and application vulnerabilities within Wells Fargo internally developed applications and modified off-the-shelf applications. Governance provides oversight and assurance to validate that Application Information Security domain controls remain effective.

The Application Information Security domain has developed secure software development requirements for the Enterprise Software Development Lifecycle (SDLC). These requirements reduce application security defects before source code is promoted to production, including mobile software. As part of this domain, Wells Fargo Technology teams must complete specified application security practices in each phase of the SDLC whenever there are code changes and, in the absence of code changes, at least once every 12 months. In each phase of the SDLC, standards and tools highlight the required application security activities. Completion of application security practices is supported by a community of Application Security Champions (ASCs) and validated through pre-production security and compliance reviews.

Information Protection

The Information Protection domain includes data protection management policies reducing the risk to Wells Fargo from incidents related to information theft, loss, or disclosure. Policy requires hard-drive encryption and implementation on all laptops and desktops. Policy requires email encryption and implementation for all restricted and confidential data sent via email externally. Corporate workstations and laptops disable by default the ability to read or write from a USB port, unless approved through an exception process that requires use of an approved device. Data classification, Cryptography, Data Loss Prevention (DLP), and media handling are key components of information protection management. Descriptions provided below.

Classification

Information protection policy requires data classification (i.e., public, internal use, confidential, restricted) and controls based on data type. Approved controls (at a minimum encryption) are required for confidential information transmissions over any non-Wells Fargo network; storage on workstations, portable digital storage media, and backup tapes; and storage on servers, storage devices, and externally hosted services.

Cryptography

Cryptographic algorithms, key lengths, and solutions require approval and follow the latest American National Standards Institute (ANSI), ASC X9, International Organization for Standardization (ISO), Payment Card Industry (PCI), and United States National Institute of Standards and Technology (NIST) standards. There is an established cryptographic key management process to manage, exchange, and distribute keys within Wells Fargo or with third-party vendors. Encryption keys are rotated according to established timeframes based upon Key Management Lifecycle (KML) requirements.

Data Loss Prevention

The Data Loss Prevention (DLP) Program focuses on monitoring data in motion, data in use, and data at rest, to reduce the risk of accidental or malicious transmission of certain sensitive information, including credit card numbers, diverse types of account numbers, and select personal information data elements. The DLP applications alert and conditionally block data transfers when it detects policy violations. DLP controls monitor and trigger content-sensitive blocking of outbound email, web posts (HTTP, HTTPS), and content saved to removable media. Certain data-at-rest environments are scanned for unsecured files containing sensitive data.

Media Handling

Wells Fargo is responsible for information in its possession on all types of media. We have established standards to govern handling of information media containing personal, financial, and other sensitive data.

Infrastructure Information Security

The Infrastructure Information Security domain provides the controls, processes, and education necessary to reduce vulnerabilities introduced through technology solutions deployed within the Wells Fargo infrastructure and used by company personnel. Effective security infrastructure management reduces the risk that Wells Fargo will have a material security breach or other significant impact from the computing infrastructure.

Malware and Mobile Code Protection

Malware protection and anti-virus controls are distinct components of Wells Fargo's IS Program standards. The standards require the installation, use, and maintenance of anti-virus and anti-malware software to detect malicious code on hardware, software, networks, and/or mobile devices. The software is tested and employed, and virus definitions are updated as they become available. It is Wells Fargo's practice to perform anti-virus scanning at predefined intervals. In addition, corporate practices prescribe requirements for malicious code protection and provide instructions that prohibit the introduction of any computer code designed to self-replicate, damage, or otherwise hinder the performance of, or access to corporate information resources. The malicious code protection controls include consequences for violating these prohibitions.

Network Architecture and Security Monitoring

The Wells Fargo Architecture Review Board reviews and approves the Wells Fargo network security architecture. The Architecture Review Board reviews the device types connecting to the Wells Fargo Network. The company has a compliance policy and continuously scans network devices for compliance and vulnerabilities. Relevant authorities receive results for remediation based on risk and severity.

Changes to our production systems must adhere to the corporate change control management process. Management reviews and approves proposed environment changes ensuring compliance with standards prior to execution. Validation occurs when change activity is executed. System level updates (such as security updates, software upgrades, and so forth) are reviewed and periodically applied as appropriate.

Wells Fargo has a mature, risk-based security monitoring program that functions as part of a larger defense-in-depth model. The program uses guidance from industries best practices (e.g., SANS, OWASP) to identify high-risk vulnerabilities. Both automated and manual testing occurs at least annually, depending on scope and risk.

The monitoring program includes:

- Vulnerability scanning, web application testing, and penetration testing
- Examining routing tables, validating all registered and internal IP addresses
- The use of commercial, non-commercial, and internally developed scanning tools
- Scans originating from both the internet and from within the internal network
- Defined process for remediating findings and retesting based on risk and management directives

Physical and Environmental Security

Wells Fargo has a Physical Security Policy that defines the necessary physical access control systems, exterior security controls, camera surveillance, mantraps, security guards, physical security, and environmental controls. In addition, our Physical Security Policy outlines how the company ensures the safety and security of Wells Fargo employees and the data center computer operations.

Wells Fargo data centers are unmarked, non-descript facilities geographically located and dispersed throughout the United States. Located in single-tenant facilities and owned and operated by the company. Physical security controls are regularly tested to ensure they are functioning properly.

Workforce Accountability

Wells Fargo employs controls and processes to ensure employees, contingent resources, and third-party service providers are aware of and able to execute information security responsibilities.

Personnel Training

All employees and non-employees with access to Wells Fargo's systems or customer and consumer information must complete annual training relating to information protection. Regularly refreshed, company training, policies, and information handling standards provide employees with the information they need to understand their role in protecting customer and consumer information. In addition, employee and non-employee background checks occur prior to onboarding and hiring. Background check contract requirements and oversight are also in place for all third-party service providers managing Wells Fargo's customer information.

Cyber Defense Management

The Cyber Defense Management domain monitors, analyzes, and assesses the threat landscape and adversary activity data to reduce Wells Fargo's exposure to cyber-attacks. The domain is responsible for reducing exposure to cyberattacks through 24/7/365 monitoring for key information and cyber security control areas including:

- Cyber Threat Fusion Center (CTFC)
- Security Content Development (SCD)
- Threat Detection Services (TDS)
- Cyber Threat Management (CTM)
- Threat intelligence
- Adversarial simulation
- Cyber resiliency

Cyber Security Incident Management and Response

Wells Fargo has a comprehensive process in place to detect and report security breaches, loss of equipment that contains customer information, loss of files, and unauthorized access to our networks. The company reports actual and potential information and cyber security and/or privacy breaches when required to appropriate regulatory bodies, including the Office of the Comptroller of the Currency (OCC), Federal Reserve Board (FRB), and Federal Deposit Insurance Corporation (FDIC), along with notification to the impacted customers and state regulatory authorities.

There is an established incident management program including an incident response plan with guidance for escalations, procedures to collect and maintain a chain of custody for evidence during incident investigation, and a feedback process to ensure those reporting information security events receive the results once the issue is addressed and closed. The program also contains actions to take in the event of an information security incident, a formal disciplinary process for dealing with those employees or contingent workers who commit a security breach, and a process for assessing and executing customer and third-party legal, regulatory, and contractual notification requirements. Events relevant to supporting incident investigations are also regularly reviewed using a specific methodology to uncover gaps and areas of opportunities.

Identity and Access Management

The Identity and Access Management (IAM) domain grants access to the correct individuals while restricting access and reducing risk to sensitive enterprise systems, assets, and information. This is accomplished through five key controls: provisioning, de-provisioning, certifications, authorization, and authentication.

The type and extent of logical access controls to the Wells Fargo network and systems are determined by risk criteria. Corporate standards prohibit access without a strict business need-to-know. The company issues unique user identifications (user IDs) for access to networks and systems, which do not contain confidential or identifying information. Wells Fargo standards prohibit the sharing of user IDs.

To the extent possible, centralized IAM technologies grant access rights based upon the user role and need to access certain systems, applications, and data. User access rights are regularly reviewed to validate the continued business need. Passwords use non-display or masked fields for entry. Standards are in place to establish password complexity, change timeframes, and reuse criteria. All passwords require encryption. The use of multi-factor authentication throughout the enterprise further strengthens access controls and in compliance with regulations for high-risk transactions and asset access.

Network systems use an approved logon banner with appropriate prompts. System logon failures display a generic error message without specific reference to the error. Reviews of system access and activity logs ensures unauthorized activities and password violations.

Privileged Access Program

As part of IAM, the Privileged Access Program provides strategic leadership and execution for managing privileged access on company-wide platforms and applications. This program provides oversight and governance concerning privileged access, including metrics and reporting, making certain that management of privileged access across Wells Fargo is at the appropriate level of risk.

Information Security Risk Management

Wells Fargo is committed to protecting customer, employee, and company information by managing information security risks that are prevalent in every aspect of the company's business. Wells Fargo meets this commitment through the Information Security Risk Management (ISRM) domain which includes well-defined information security risk management processes, controls, procedures, and tools.

The ISRM domain provides the day-to-day risk management and governance necessary to strengthen information security risk management at Wells Fargo by:

- Providing timely risk intelligence to individuals who own, manage and report on information security risk

- Promoting informed business decisions through earlier engagement and a more complete risk profile at the company, business, and asset levels
- Providing information security evaluations for all information assets and reporting on the results of security measures of performance

Information owners must create a detailed adherence plan for any system or application that is not in compliance with information security policies and control requirements, and they must use the Information Security Policy Exception Management process to track non-adherence.

Third Party Information Security Risk Management

Wells Fargo has an established Third-Party Risk Management Program. The program reviews and evaluates third parties prior to engagement and throughout the third-party relationship using risk assessments conducted at intervals driven by the services provided.

Third-parties and their employees are required to adhere to ISO 27001/27002 Standards on Information Security Management, or any successor standard (or alternate information security industry-recognized standards, e.g., Interagency Guidelines Establishing Information Security Standards, FFIEC IT Handbook – Information Security Booklet, and NIST SP-800-53 Security and Privacy Controls for Federal Information Systems and Organizations). These standards also apply to all Wells Fargo non-employees located outside of the United States who have access to company and consumer information for purposes of delivering services to or on behalf of the company. As part of this compliance obligation, contracts are in place with each third party that include the appropriate confidentiality language, non-disclosure agreements, and information security provisions.

Infrastructure Vulnerability Management

The Infrastructure Vulnerability Management domain identifies, prioritizes, oversees remediation and mitigation efforts, and continuously monitors infrastructure exploitable vulnerabilities potentially compromising Wells Fargo's technology assets. Wells Fargo-owned and managed systems, as well third-party service provider infrastructure and products must use vulnerability detection tools and techniques, including vulnerability scanning, to identify system security vulnerabilities. Vulnerability Management promptly and accurately identifies and prioritizes vulnerabilities using best-in-class methodologies, tools, and industry expertise to help facilitate prompt remediation and ongoing compliance monitoring.

Committed to Information Security

As part of Wells Fargo's mature, defense-in-depth approach to cybersecurity, the IS Program reflects the company's continuous efforts to secure our customers' data. Our team of cybersecurity professionals focus on delivering incremental improvements in our security posture and providing the highest level of cybersecurity protections to safeguard our customers and their account and financial information, in addition to the company and our operations. As the threat landscape changes, we work each day to earn and sustain our customers' trust by positioning the company to better protect them and improve overall cyber resiliency.

Thank you for using or considering Wells Fargo to support your business and to help achieve your goals.

Sincerely,



Munish Kumar

Chief Information Security Officer
Wells Fargo Bank, N.A.

This document provides an overview of Wells Fargo's IS Program as of the date of publication and is provided as a non-binding description of the program. This description does not modify, amend, or supplement any agreement, warranty or representation unless expressly stated. Wells Fargo may modify or replace its Information Security Program and related domains, policies, or procedures described here, without providing notice, where such modifications may materially alter the protections to your information. The only information-security terms, obligations, or commitments binding Wells Fargo will be in an agreement in which an authorized representative signed on behalf of Wells Fargo as a party.



Wells Fargo Application Security Overview

June 2024

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Introduction



As our threat landscape continues to grow and become more complex, safeguarding and monitoring the applications that store, process, and transmit customer information remains a priority for Wells Fargo.

Our Application Security program includes ongoing employee education and awareness, as well as a rich suite of processes and tools that continuously monitor our applications for threats and vulnerabilities and ensure they're meeting security standards and controls from code to retirement. Our Governance team provides the oversight and assurance that our controls remain effective.

The following overview of our Application Security program was designed to support your risk management reviews, help you meet third-party oversight regulatory obligations, and secure your trust in Wells Fargo Application Security.

Employee education and awareness

Securing customer information is everybody's responsibility at Wells Fargo. All employees and third-party resources who are associated with application development are required to complete annual application security and role-based training on specialized application security topics such as software security requirements, language-specific defensive programming, and database security. They must pass an exam to demonstrate their understanding of the material and course completion is tracked and reported to management to ensure compliance.

A network of "Application Security Champions" supports our employees with day-to-day guidance and a centralized community of practice within Application Security provides overarching direction and subject matter expertise.

Governance

Standards



Application security standards provide clear expectations for secure software development, including mobile software, and production application security. They include directions on application security controls that must be implemented and the control frequency. For applications in production, they include requirements for change management, incident management, operational risk management, and other key controls.

Application security policies and standards are owned by the Information Security Application Security domain. They are reviewed annually and updated to reflect changes in technology, industry best practices, legal and regulatory

requirements, and the overall threat environment. Updates are reviewed with key stakeholders, and then approved by Wells Fargo's Chief Information Security Officer (CISO) and communicated to impacted stakeholders.

Application criticality assessment

All Wells Fargo applications go through a periodic rating process to assess their criticality. The criticality is based on a standard set of criteria that encompasses business impact and system significance, including the type of data being accessed and the risk exposure. Together, *criticality* and *risk* guide the appropriate application security control requirements.

Oversight

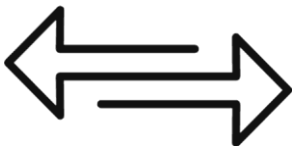
Oversight is provided through the Application Security program that reports to the Information Security Risk Management Committee on the Wells Fargo Board of Directors. Reporting provides visibility into compliance with Enterprise Application Security Program requirements and application security risk being carried by the company. Visibility is also provided to line-of-business Chief Information Officers (CIO) through monthly reporting routines.

Assurance

Wells Fargo performs multiple levels of validation to verify compliance with Enterprise Application Security Program requirements. Information Technology (IT) governance teams validate that all required application security activities are complete before applications are deployed into production for the first time; the same process is followed for subsequent releases based on a defined set of criteria.

Wells Fargo Cybersecurity validates the effectiveness of IT governance activities through process control testing. Internal Audit provides a final level of verification in their validation of overall Application Security program effectiveness.

Secure software development



The Wells Fargo Enterprise Application Security Program has developed secure software development practices and integrated them into the Software Development Lifecycle (SDLC) to reduce defects before application source code is promoted to production, including mobile software.

Software Development Lifecycle (SDLC) integration

Wells Fargo Technology teams must complete specified application security practices in each phase of the enterprise software development lifecycle whenever code changes are introduced. If there are no code changes within a 12-month period, the practices must be completed. In each phase of the SDLC, software development lifecycle standards and tools highlight the required application security activities. Completion is supported by a comprehensive project methodology and trained product management staff and validated through pre-production security and compliance reviews.

Security requirements, architecture, and design

In the early phases of the SDLC, security requirements are defined based on the risk exposure, characteristics, and changes of the application. These requirements define specific behaviors, functions, or criteria that must be met to secure the system. Design reviews are conducted on specific security features such as authentication, access controls, or use of cryptography to avoid costly rework. Security requirements and design considerations must be

documented, reviewed, and approved to align with SDLC standards.

Secure coding

Secure coding standards, procedures, libraries, and tools are made available to all development teams. The standards describe what is required to harden applications and explain how to develop software with security in mind. Guidance is provided to assist developers with meeting security requirements and providing security peer reviews.

Guidance is supplemented by on-demand and automated tools, allowing developers to scan code early and often – identifying and resolving security defects early in the software development lifecycle.

Product security validation



Wells Fargo has implemented numerous controls to help identify and mitigate application security risks. Preventative and Detective controls work together to protect applications from cyber threats, identify vulnerabilities before and after production deployment, detect attacks in progress, and initiate the appropriate response.

Application security assessments

All applications undergo testing of security-relevant features identified during requirements and design phases. For high-risk applications, threat modeling practices and tools assist security architects in identifying security threats, and mandatory Static Application Security Testing (SAST), Dynamic Application Security Testing (DAST), Software Composition Analysis (SCA), and penetration testing are required. Testing is performed by trained information security professionals on a risk-based frequency. Test suites are built based on industry best practices, such as Open Web Application Security Project (OWASP), common vulnerabilities as represented in Common Vulnerabilities and Exposures (CVEs), and threat intelligence specific to Wells Fargo. Test results are maintained in a consistent defect tracking system with time-to-fix requirements based on risk factors including application criticality and defect severity. Defect volumes and remediation time-to-fix compliance are reported to management for risk oversight.

Pre-production security reviews

Before application source code can be moved into production, Wells Fargo mandates a security peer review. Reviews are performed by someone other than the author looking for defects such as SQL injection, missing authentication, and unwanted code. Audit trails are required for security peer reviews. Defects are fixed immediately or tracked to completion within risk-based time-to-fix requirements.

A final compliance review is performed for each application release at least once every 12 months. This review verifies that all security requirements have been met, all required security practices have been completed, and all high severity defects have been addressed.

Discovery and Incident Management

Cyber Threat Management teams perform continuous monitoring of Wells Fargo's security environment and threat activity. If an attack is detected, Wells Fargo incident management policies and procedures guide the actions to be taken for events including unauthorized logical or physical access, malware activity, denial of service, system exploit, breach of confidentiality, and other attack categories. Response teams are available around the clock. (spacing)

Response actions include both the immediate steps required as well as root cause analysis and remediation. Insight gained from Cyber Threat Management monitoring and incident response is incorporated into secure software development practices on both a quarterly and as needed basis.

In addition to traditional Cyber Threat Management incident monitoring and response activities, the Blind Application Security Testing (BLAST) capability provides ongoing web application asset awareness via host discovery to identify and inventory all active web servers in production environments and perform continuous web application vulnerability scanning to detect vulnerabilities. Incident response activities include creation and deployment of customized signatures into automated scanning systems to quickly assess our exposure to new zero-day vulnerabilities and incorporate discoveries into remediation activities.

Network security

Web application firewalls (WAF) are in place on internet-facing connections. Firewall rules and network access control lists are regularly reviewed.

Regulatory production testing

The Production Penetration Testing team performs application security testing on production internet-facing applications in compliance with regulatory requirements from the Federal Financial Institutions Examination Council (FFIEC). Testing is performed for both applications hosted at Wells Fargo and for Wells Fargo applications hosted at third parties. These scans are performed annually and include penetration testing to mimic real-world attacks and probing for vulnerabilities specific to the business function of the application.

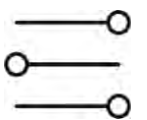
Governance Support



The Application Security Governance Support team focusses on planning, metrics, governance, and policy within the domain:

- Policy Management
- Policy Exceptions, Deviations, and Deferred Remediation Date (DRD) Management
- Domain Controls Management
- Domain Adherence Monitoring
- Metrics and Reporting
- Program Governance Communications
- Issues and Corrective Action Management
- ASC Governance
- Audit and Regulatory support

Application Security Enablement



Application Security Enablement is Cybersecurity's primary developer interface. Application Security Enablement enables the business to deliver secure and resilient software as efficiently as possible by:

- Maintaining and continuously improving the Application Security Champions (ASC) Community of Practice and non-CIO ASC coverage area

- Deploying effective secure development and ASC training
- Enhancing Application Security controls
- Establishing and continuously improving service communications channels
- Driving adoption of shift-left capabilities that prevent vulnerabilities from reaching production
- Leading internal change management activities
- Partnering with Product Management, Program Governance, and Automation and Engineering to optimize tool / control / process implementations to reduce developer friction

Third-party applications



Wells Fargo has a well-defined Third-Party Risk Management Program. Application security requirements are incorporated into the third-party risk management processes and procedures. Third party developed or hosted software is expected to provide controls commensurate with those in place at Wells Fargo.

Commercial Account Agreement

Effective June 2024

Contents

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Welcome to Wells Fargo

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

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

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

When can you begin using your account?

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

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

About this Agreement

What information does the Agreement contain?

The Agreement:

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

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

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

Words with specific meanings

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

Affiliate

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

Account

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

Business day

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

Collected balance

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

Deposit float

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

Investable balance

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

Item

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

Ledger balance

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

Overdraft

An overdraft is a negative available balance in your account.

Signer

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

Are we allowed to change the Agreement?

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

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

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

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

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

Can you consent to the Agreement electronically?

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

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

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

With whom will we communicate about your account?

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

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state whose laws govern your account, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English.

Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies, including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

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

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

Important legal information

What laws govern your account?

The laws governing your account include:

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

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

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

What are our rules on illegal transactions?

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

Are we your fiduciary?

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

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

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

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

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

What is the controlling language of our relationship?

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

How will we contact you about your account?

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

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

What courts may be used to resolve a dispute?

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

Statements and other notices relating to your deposit account

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

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

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

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

When are your account statements and notices considered received?

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

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

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

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

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

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

In either event, we may:

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

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

- **Address change requests you make:** You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.
- **Address changes we make:** We may update your listed address without a request from you if we:
 - Receive an address change notice from the U.S. Postal Service,
 - Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
 - Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

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

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

You are obligated to:

- Examine your account statements and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

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

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

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

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

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

When is a check unauthorized?

A check is unauthorized when it is:

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

What happens when you report an unauthorized transaction?

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

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

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

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

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

- Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.
- Reconcile statements for your account as you receive them; notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.
- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times.
- Notify us promptly when a signer's authority ends so that the signer's name can be deleted from our records for your account, and online access or any cards that we have issued to the signer can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

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

Protection against unauthorized items

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

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

Examples of these services include:

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

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

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

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

Lost or stolen checks; unauthorized items

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

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

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

When does your account become dormant?

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

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

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

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

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

What happens to a dormant account?

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

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online[®] Banking or Vantage, and
- Wire transfers (incoming and outgoing).

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

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

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

Rights and responsibilities

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

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. Ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

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

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

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

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

Are you obligated to pay our fees?

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

Do we charge a fee for your use of uncollected funds?

Yes. We charge you a fee for each day we permit you to use uncollected funds. "Uncollected funds" are the proceeds from an item deposited to your account which we determine to be "uncollected" (or not received by us) based on certain criteria including the channel used to make the deposit. Our collection schedule describes when deposits of items that satisfy these criteria will be considered collected. The periodic statement or client analysis statement for your account shows the average daily amount of your uncollected funds as the "Average Daily Negative Collected", the rate we charge to determine the fee, and the fee for the period covered by the statement. We reserve the right to change the criteria we use to determine whether funds are uncollected and calculate the fee at any time.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice.

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

Is your account subject to a deposit balance fee?

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

Are you responsible for paying taxes?

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

How do you pay our fees and expenses?

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

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

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

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

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

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

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

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

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

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

other security interest you may have granted to us.

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

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

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

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

What is the applicable exchange rate?

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

What is FDIC "pass-through" insurance?

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

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

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

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

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

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

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

An adverse claim occurs when:

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

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

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

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

How do we handle legal process?

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

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

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

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

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

Are there any minimum balance requirements or other restrictions?

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

Are we allowed to restrict access to your account?

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

Are we allowed to convert your account without your request?

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

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

Yes. We reserve the right to place a hold on your account or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you when we determine, in our sole discretion, that the action is necessary or required by applicable law or a court or regulatory agency order or proceeding. You can discontinue using a service at any time.

When can we close your account?

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

When can you close your account?

- You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.
- All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- At the time of your request to close:
 - For interest-earning accounts, your funds stop earning interest from the date of your request.
 - The Agreement continues to apply.
- If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.
- After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

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

Are we required to accept all deposits to your account?

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

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

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting

you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

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

It is your responsibility, and we have no obligation, to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

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

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

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

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

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

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

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

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

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

When do we share information about your account with others?

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

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

How do we protect your data?

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

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

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

Monitored and recorded communications include:

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

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

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

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

Checking and savings accounts

What are the requirements for a correct endorsement?

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

Are we bound by restrictions or notations on checks?

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

What is a substitute check?

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

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

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

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

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

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

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

What is our responsibility for collecting a deposited item?

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

What happens if we send an item for collection?

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

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

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

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

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

What happens when an electronic payment is reversed?

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

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

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

Electronic check indemnifications

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

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

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

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

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

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

What indemnities are applicable to remote deposit capture services?

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

What indemnities are applicable to electronically created items?

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

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

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

Funds availability policy

When can you withdraw funds?

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

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

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

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

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

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

When is your deposit considered received?

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

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

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

Same business day availability

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

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

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

Longer delays may apply.

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

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

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

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

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

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

Holds on other funds (check cashing)

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

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

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

How do we post transactions to your account?

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

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

- This is our standard overdraft coverage (see more information below). Items paid into overdraft are subject to applicable overdraft fees.

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

What is your responsibility if your account has an overdraft?

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

Additional rules for checks and withdrawals

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

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

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

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

Can you perform transactions at an affiliate?

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

Are we responsible for reviewing checks for multiple signatures?

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

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

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

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

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

Can you use a facsimile or mechanical signature?

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

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

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

What is the acceptable form for your checks?

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

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

How do you reorder checks?

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

How do you stop payment on a check?

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

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

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

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

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

What is the effective period for a stop payment order?

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

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

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable

opportunity to act on it.

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

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

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

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

How do you stop payment for preauthorized electronic fund transfers?

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

Your account ownership

Can you assign ownership of your account?

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

What if an owner does not sign account documentation?

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

Are all joint owners responsible for liabilities on your account?

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

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

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

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

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's

estate is responsible for reimbursing us for those taxes.

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

Interest earning accounts

What interest rate applies to an interest earning account?

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

How do we calculate earned interest?

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

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

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

When does interest begin accruing on a deposit?

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

Is interest compounded and when is it credited?

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

Can you specify a target balance on your accounts?

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

When are interest adjustments disclosed in your account statement?

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

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

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.

- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

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

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

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

Time accounts (CDs)

What are time accounts?

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

When can you withdraw funds from your time account?

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

How is the early withdrawal penalty assessed?

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

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

The minimum fee is \$100.

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

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

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

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

How does your time account renew?

Your time account will automatically renew at maturity and, unless we notify you otherwise:

- Typically for a similar term ; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount.

Note: For terms less than 30 days, your time account will not automatically renew and will not earn interest unless you contact us to renew. Balances of less than \$1.00 will not earn interest. At our discretion, we may redeem and close your time account if its balance falls below \$1.00.

Electronic banking services

Fund transfer services

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

Rules of funds transfer systems

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

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

Sending funds transfers

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

Notice of funds transfers

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

Reliance on identification numbers

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

Duty to report unauthorized or erroneous funds transfers

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

days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

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

ACH transactions

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

- Your rights to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account, and the sender of the payment will not be considered to have made the payment to you.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you in accordance with the Rules applicable to ACH.

Stop payment orders on ACH debit entries

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

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

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

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

Reversal or return of ACH debit entries

Under the Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday). If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Additional information on ACH debit entries

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

Receiving Instant Payments

For purposes of this Agreement, an "Instant Payment" is a payment we receive through an instant payments network for credit to your account. The following additional terms apply to any Instant Payment we receive for credit to your account through an Instant Payments network.

- Instant Payments may be used only for eligible payments between a sender and beneficiary with accounts located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. Instant Payments that are permitted under the Instant Payment Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- Instant Payments cannot be cancelled or amended by the sender. If we receive a request for return of an Instant Payment received for credit to your account, we may notify you of that request. You are not obligated under the Rules to comply with any such request for return of funds, but you will reasonably cooperate with us if we request your assistance in connection with a reported unauthorized or erroneous Instant Payment. Any dispute between you and the sender of an Instant Payment should be resolved between you and the sender.
- If you do not wish to accept an Instant Payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- Instant Payments are typically completed within seconds of transmission of the payment by the sender, unless the payment fails or is delayed due to a review by us or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the applicable Instant Payments network or sending bank may also prevent Instant Payments from being received for credit to your account.

Selected services

Stagecoach Deposit[®] - ATM Deposit Only Card Service.

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

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

chosen by us, and will be subject to the Rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

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

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

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection

This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough available funds in your checking account. When an Overdraft Protection transfer occurs from a linked savings account to cover the authorization or payment of a transaction, the available balance in that savings account will be reduced by the amount of funds to be transferred. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

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

Debit Card Overdraft Service

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

If your account is not enrolled in Debit Card Overdraft Service and there is not enough available funds in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined.; and if an ATM or everyday debit card transaction creates a negative balance during posting, you will not be assessed an overdraft fee.

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

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

Wells Fargo's standard overdraft coverage

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks, other transactions using your account number, or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. Under standard overdraft coverage, we will not authorize ATM and everyday (one-time) debit card transactions into overdraft unless your account is enrolled in Debit Card Overdraft Service as described above. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

When you don't have a sufficient available balance in your account (or in accounts linked for Overdraft Protection), the decision to authorize or pay a transaction into overdraft is made at our sole discretion, and we reserve the right to decline or return a transaction that would result in an overdraft. We reserve this discretion regardless of whether we've previously honored or dishonored overdrafts. We base our decision to authorize or pay a transaction into overdraft on factors that include, but are not limited to, your account history, deposits you make, and transaction characteristics.

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

- We will return your checks and other returnable items (such as ACH payments) unpaid.
- We will not authorize certain transactions such as teller-cashed checks and recurring debit card transactions into overdraft.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

With or without standard overdraft coverage, certain transactions (such as checks cashed at Wells Fargo) may be paid into overdraft during our nightly processing and charged an overdraft fee even if they were authorized when your account had a sufficient available balance.

Important information about fees:**An overdraft fee may be assessed for each item paid into overdraft subject to the following:**

- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions if your account is not enrolled in Debit Card Overdraft Service. With or without Debit Card Overdraft Service, overdraft fees are applicable to recurring debit card transactions that are paid into overdraft. The classification of a debit card transaction as recurring or non-recurring is determined by merchant, other institutions, or third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us.
- ATM withdrawals and debit card transactions that were authorized when your account had a sufficient available balance, but are subsequently presented to us for payment and paid into overdraft when you no longer have a sufficient available balance, will not be assessed an overdraft fee (whether or not you are enrolled in Debit Card Overdraft Service).
- Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.



Treasury Management Product Enrollment

Customer information

Customer name _____ Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]) Users Set-up

| User name | User email (if new user) | User ID (if existing) |
|-----------|--------------------------|-----------------------|
| | | |
| | | |
| | | |

Select one or more Vantage products for the user(s) listed above:

Treasury Management products **not** in Administration:

- Autolink
- Cash Vault - Change Orders
- Cash Vault - Deposit Inquiry
- Electronic Document Delivery
- Receivables Manager
- Sweep and Fed Funds – Statements and Confirmation
- Bill Manager
- Cash Vault - Change Order Inquiry
- Cash Vault - Supply Order
- Integrated Receivables
- Reverse Positive Pay
- Wells Fargo Business Online

Treasury Management Products in Administration:

- ACH Payments¹ User
- ACH Fraud Filter
- ARP Register Maintenance
- Canadian Treasury Services
- Centralized Disbursements
- Claims Payments
- Desktop Deposit
- Fed Funds
- Image Positive Pay
- ACH Payments¹ Administrator
- Alerts
- Basic Banking
- Cash Concentration
- Centralized Disbursements - Clients
- Deposit Maintenance
- E-Box Decisioning
- Image
- Item Detail Inquiry Service

- | | |
|--|---|
| <input type="checkbox"/> Lockbox | <input type="checkbox"/> Lockbox Correspondence |
| <input type="checkbox"/> Payment Manager Online | <input type="checkbox"/> Payment Manager File Validation Tool |
| <input type="checkbox"/> Returned Items | <input type="checkbox"/> SAFE Transmission |
| <input type="checkbox"/> Statements and Notices ² | <input type="checkbox"/> Supplier Payments |
| <input type="checkbox"/> Transaction Search | <input type="checkbox"/> Treasury Information Reporting |
| <input type="checkbox"/> WellsTAX [®] . | |

Accounts: _____

ACH IDs (File ID/Company ID): _____

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

Internal Bank use only

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

RSA SecurID Token Request Set-up

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

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

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

For new users

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

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

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

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

Vantage Administration Set-up

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

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

Company Administrator - Complete applicable fields.

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

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

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

Administrators

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Administrator #1 Detailed Setup - Complete applicable fields

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

User Administration Options

User Maintenance Administrator Maintenance Reset Password

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

All Users Specific Users

List User names or User IDs _____

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

All Vantage Services Specific Vantage Services

Vantage Services: _____

If granting User Maintenance which Accounts can the user administer?

All Accounts Specific Accounts

Accounts: _____

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

- All ACH IDs Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

- All Divisions Specific Divisions

List Divisions that can be administered.

Company Administration Options

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

Specify User List(s) that can be administered.

- All Account List Specific Account List:

Specify Account List(s) that can be administered.

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

Company Service Options

- Manage Company Alerts settings Manage Company Statement & Notices settings
 Manage Company Wires settings

Custody Option

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

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

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

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

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

| Product | Custody setting |
|---------|-----------------|
|---------|-----------------|

| Product | Custody setting | |
|---|--|---|
| ACH Payments (incl. Domestic and International) | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Administration | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Alerts | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Basic Banking | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Canadian Treasury Solutions | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Cash Concentration | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Centralized Disbursements | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Centralized Disbursements - Clients | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Claims Payments | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Credit Management | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Dealer Inventory Finance | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Deposit Maintenance | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Derivatives Access | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Desktop Deposit® | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| E - Box® Decisioning | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Fed Funds | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Foreign Exchange | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Fraud Manager: | | |
| ACH Fraud Filter | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| ARP Register Maintenance | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Image Positive Pay | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Image | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Institutional Investing – Reporting | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Item Detail Inquiry Service | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Lockbox | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Payments | | |
| ACH | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Instant Payments | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Payment Manager® | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Returned Items | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| SAFE Transmission | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Statements & Notices | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Supplier Payments | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |

| Product | Custody setting | |
|---|--|---|
| Transaction Search | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Treasury Information Reporting | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Warehouse Lending Finance | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| WFED SM - Wells Fargo Electronic Deposit SM | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Wells Capital Management | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| WellsOne [®] Virtual Card Payments | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| WellsTAX Payments | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Wells Fargo Business Online [®] | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Wires | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Administration settings | Custody settings | |
| Add/Edit User | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Password reset | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Hide Secret Question and Answer | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Wires limits and authorizations | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |
| Desktop Deposit Company preferences | <input type="checkbox"/> Forced Dual Custody | <input type="checkbox"/> Single Custody |

Wires Set-up

New Change

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

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

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

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

Account Authorization - Account Services Limits

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

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

Company Default Settings (optional User Limits)

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

| Application type | Individual Create/Modify/Delete Limit | Cumulative Daily Create/Modify/Delete Limit | Individual Approve/Reject Limit | Cumulative Daily Approve/Reject Limit |
|----------------------|---------------------------------------|---|---------------------------------|---------------------------------------|
| Wire Transfers | | | | |
| Drawdown | | | | |
| Book Transfer | | | | |
| Template Maintenance | ----- | ----- | ----- | ----- |

User # 1 Information - Complete all fields

User name _____ User ID (if Vantage user) _____

User Settings

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

| Get rate | | | File Import | | | |
|--|--|---------------------------------------|--|---------------------------------------|----------------------------|---------------------------------------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Services | Type Allowed | Individual Create/Modify/Delete Limit | Individual Approve/Reject Limit | Cumulative Daily Approve/Reject Limit | Additional Approver Limit* | Cumulative Create/Modify/Delete Limit |
| Wire Transfer | <input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform | | | | | |
| Book Transfers | <input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform | | | | | |
| Drawdowns | <input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform | | | | | |

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

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

Voice Wires Set-up

Type of request: New Update existing information Delete existing information

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

- 1) _____ 2) _____ 3) _____
 G/L DDA G/L DDA G/L DDA

Advice information (additional fees apply for these services)

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

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

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

Mail PINs to:

Authorized callers (people authorized to initiate wires)

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

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

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

Alternate Account to be charged for wire fees

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

DDA AU and G/L _____

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

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

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

Payment Authorization Service

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

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

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

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

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

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

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

Check one: Add service Change amount Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

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

Check one: Add service Delete service

Account number(s): _____

Customer Legal Entity information

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

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

Designation of Wells Fargo Stagecoach Sweep® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Vantage, facsimile, and/or Secure E-Mail.

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

Investment Sweep

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

Add Change

Target Balance*: _____

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

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

Add Change

Target Balance*: _____

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

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

Add Change

Target Balance*: _____

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

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

Add Change

Target Balance*: _____

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

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

Add Change

Target Balance*: _____

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

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

Add Change

Target Balance*: _____

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

Money Market Mutual Fund Sweep

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

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Obligor # (if applicable): _____

Loan # (Obligation): _____

Credit Sweep - Syndicated

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Facility Control Number (FCN): _____

Wire Transfer Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage")

(Vantage) Dual Custody

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

Single Custody

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

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

Payment Manager[®]

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

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

Machine-to-Machine ("M2M")

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

IBM[®] Connect:Direct[®] with Secure Plus+

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

Value-Added Network ("VAN")

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

Wells Fargo Gateway (API)

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

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

Voice

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

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

SWIFT®

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

ACH Origination Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage")Dual Custody

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

Dual Custody with User Approve Own Entitlements

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

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

Wells Fargo VantageSM ("Vantage") – Single Custody

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

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

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

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

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

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

Direct Origination - SWIFT[®] FileAct

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

Wells Fargo Gateway (API)[®]

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

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

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

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

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

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

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

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

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

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

Payment Manager® - SWIFT FileAct

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

Third Party Service Provider

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

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Instant Payments Services

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

Wells Fargo VantageSM ("Vantage")

Dual Custody

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

Single Custody with Secure Validation

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

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

Payment Manager®

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

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

Wells Fargo Gateway (API)®

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

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

Bill Manager Service

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

Wells Fargo VantageSM ("Vantage")

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

E-Bill Express Service

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

Bill File Inbound - SAFE-T

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

AR File Outbound - SAFE-T

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

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

| Type of request | Customer (Biller) ID <i>(must be associated with the Vantage Company ID)</i> | Vantage User name | Vantage User ID | Role (select one) |
|--|---|-------------------|-----------------|---|
| <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete | | | | <input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator |
| <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete | | | | <input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator |
| <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete | | | | <input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator |
| <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete | | | | <input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator |

Zero Balance Account (ZBA)

| Request Type | Master Account | Child Account | Cycle | Target Balance |
|--|----------------|---------------|-------|----------------|
| <input type="checkbox"/> Add <input type="checkbox"/> Change | | | | |

International Zero Balance Account (ZBA)

Level 2 Accounts

| Request Type | Child Account(s) | Currency | Transfer Funds To | Sweep Type | Target Balance | Minimum Balance | Maximum Balance |
|---|------------------|----------|-------------------|--|----------------|-----------------|-----------------|
| <input type="checkbox"/> Add <input type="checkbox"/> Change | | | | <input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum | | | |

*One-way Sweep

Level 3 Accounts

| Request Type | Child Account(s) | Currency | Transfer Funds To | Sweep Type | Target Balance | Minimum Balance | Maximum Balance |
|---|------------------|----------|-------------------|--|----------------|-----------------|-----------------|
| <input type="checkbox"/> Add <input type="checkbox"/> Change | | | | <input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum | | | |

*One-way Sweep

Account Reconciliation (ARP) and Positive Pay Services

For the complete terms and conditions governing these services, see the Service Documentation including the TM Master Agreement and applicable Service Description(s). This set-up form supersedes any prior ARP and Positive Pay set up forms for the referenced account numbers.

Account reconciliation

Full account reconciliation

We use the daily check issuance data you provide to deliver a detailed statement and a variety of optional reports on paid and outstanding checks.

Partial account reconciliation

We provide a complete summary of your account activity for your account cycle.

| Service | Type | Account number |
|------------------|------------------|----------------|
| Select an option | Select an option | |

Positive Pay / Perfect Presentment / Positive Pay Only

Positive Pay Service¹ (requires Full or Partial Account Reconciliation service)

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

Perfect Presentment Service¹ (requires Full or Partial Account Reconciliation service)

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

Positive Pay Only¹

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

¹ In the event you fail to decision items by your assigned daily cutoff time, the system will apply your exception default decision indicated below.

| Service | Type | Account number <i>(1 account per row)</i> | Exception default decision |
|----------------------|------------------|---|----------------------------|
| Select an option | Select an option | | Select an option |
| Add more rows | | | Delete row |

Payee Validation

Payee Validation Service *(Requires Positive Pay, Positive Pay Only or Perfect Presentment)*

Note: recommended as an additional layer of fraud protection to Positive Pay, Positive Pay Only and Perfect Presentment services. With Payee Validation, we systematically review the payee field to identify discrepancies between the payee information on a presented check and the payee information you provided for that check.

| Service | Type | Account number |
|----------------------|------------------|-------------------|
| Payee Validation | Select an option | |
| Add more rows | | Delete row |

Reverse Positive Pay

Reverse Positive Pay

We provide paid check information to you to compare against your check issue records. You will timely notify us by the Decision Deadline of checks that should be returned. Items cashed at a Wells Fargo Branch cannot be returned. Return decisions for teller-cashed items will be rejected and reported in the Reverse Positive Pay End of Day Decision report.

Note: Teller Match service is recommended as an additional layer of fraud protection for Reverse Positive Pay. As checks are presented to be cashed or deposited at a Wells Fargo branch, ATM or mobile deposit, we compare the check to the check issue data you provide for approval.

Note: Payment Authorization services including Maximum Check Cashing Amount are recommended as additional layers of fraud protection for Reverse Positive Pay.

| Service | Type | Teller Match | Account number <i>(1 account per row)</i> |
|----------------------|------------------|------------------|---|
| Reverse Positive Pay | Select an option | Select an option | |

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

| | |
|-----------------------------------|-------|
| Printed name of Authorized Signer | Phone |
| Signature | Date |

Voice Wire only - Submitter information and instructions Internal Bank use only

| | |
|--|-----------------|
| Submitter name | Submitter phone |
| Submitter email | Submitter fax |
| <p><u>Note:</u> If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo fax. File copies in your location's record-retention file.</p> | |

Acceptance of Services

- 1. Agreement to be Bound by Service Documentation.** By signing this Acceptance of Services ("Acceptance"), each customer identified on the signature block or, if applicable, on an attachment to this Acceptance ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service") in which Customer is enrolling. If Customer is enrolling in the Wells Fargo Developer Gateway, Customer's signature confirms it has received and agrees to be bound by the Wells Fargo Developer Gateway Terms of Service. Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services.
- 2. Power and Authority of Signer.** Customer has granted the person(s) signing this Acceptance the authority on Customer's behalf to (i) enter into this Acceptance and other agreements with Bank for Services on or after the Effective Date of this Acceptance and (ii) amend, terminate, or otherwise act on behalf of Customer with respect to this Acceptance and the Services.
- 3. Security Procedures.** Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

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

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

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

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

Customer name(s):

| |
|---|
| Printed Name of Authorized Representative |
| Signature |
| Date |

Master Agreement for Treasury Management Services

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

You and we agree:

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

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

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

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

- 5. Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
- 6. Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
- 7. Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

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

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

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

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

9. Vantage.

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

- (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
- (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

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

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

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

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

10. Alerts.

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

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

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

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

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

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less

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

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

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.

- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

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

Appendix X

Applicable Branches or Subsidiaries of Bank

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



Commercial Account Signature Card

1. Account Title(s)

| | | | |
|--|---------------------|--|---------------------|
| Account #1: | CoID(Internal Use): | Account #2: | CoID(Internal Use): |
| Title Line 1: (Customer's full legal name matching Customer's formation documents – 40 characters max.) | | Title Line 1: (Customer's full legal name matching Customer's formation documents – 40 characters max.) | |
| Optional Account Title Lines (40 characters max per line.) | | Optional Account Title Lines (40 characters max per line.) | |
| Title Line 2: | | Title Line 2: | |
| Title Line 3: | | Title Line 3: | |
| Title Line 4: (If applicable, enter DBA name on last available title line.) | | Title Line 4: (If applicable, enter DBA name on last available title line.) | |

2. Regulation GG Certification

Is the, Customer, or any entity for which the account will be maintained, engaged in the business of internet gambling?

- No, this entity is not engaged in the business of internet gambling.
 Yes, this entity is engaged in the business of internet gambling.

3. Account Signers

| |
|--|
| Signer #1 |
| Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Signer Internal use only: CIS customer number for above signer: |
| Signer #2 |
| Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Signer Internal use only: CIS customer number for above signer: |
| Signer #3 |
| Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Signer Internal use only: CIS customer number for above signer: |

4. Authorized Representative's Certification, Acknowledgement, and Agreement

By signing below, I certify that the Customer has designated each of the individuals named in Section 3 above as

- a) a "Limited Signer" who is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s); or
- b) an "Authorized Signer" who is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers between accounts on Business Online Banking, and (iv) perform other branch transactions in accordance with the customer's contractual arrangements with Wells Fargo.

Designating signers on the signature card does not authorize the signer to access Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]) or CEO[®] ("Vantage").

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the Customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time, will govern the account(s).

Printed name _____ Position/Title _____

Signature _____ Date _____

| 5. Internal use only | | |
|----------------------|---------------|------------------|
| Banker name: | Banker phone: | Banker MAC: |
| AU: | RAU: | Officer #: |
| Submitter name: | | Submitter phone: |



Authorization Certificate

Deposit Accounts and Treasury Management Services

The undersigned hereby certifies to Wells Fargo Bank, National Association (Bank) that:

1. _____
(Account holder's complete legal entity/company name), a

_____ (description of Account holder's business entity type
("Customer")), has authorized the undersigned to make the certifications in this Certificate on Customer's behalf.

2. Each of the following individuals:

| | | |
|------------------------------------|-------------------------------------|---|
| Name _____ | Title _____ | Country of permanent residence _____ |
| Business phone number _____ | Business email address _____ | |
| Name _____ | Title _____ | Country of permanent residence _____ |
| Business phone number _____ | Business email address _____ | |
| Name _____ | Title _____ | Country of permanent residence _____ |
| Business phone number _____ | Business email address _____ | |
| Name _____ | Title _____ | Country of permanent residence _____ |
| Business phone number _____ | Business email address _____ | |
| Name _____ | Title _____ | Country of permanent residence _____ |
| Business phone number _____ | Business email address _____ | |

is referred to in this Certificate as an "Authorized Representative" with full authority, acting alone, to:

- a) enter into those agreement(s) that Bank requires regarding opening, operating, and closing deposit accounts for Customer at Bank (each, an Account) and enrolling in, using, and terminating Bank services including Bank's non-deposit sweep services used in connection with the Account(s) (each, a Service);
- b) authorize all types of Account transactions, provided Bank has completed setting up the Authorized Representative for the Service that will be used to facilitate the transaction, and instruct Bank regarding Accounts and Services; and
- c) designate individuals as additional Authorized Representatives.

3. This Certificate reflects actions duly taken by Customer in accordance with its governing documents. It revokes all prior Authorization Certificate(s) on file with Bank and shall continue in effect until Bank has received and had a reasonable time to act on Customer's written notice revoking it, which shall be effective only as to actions which are taken by Customer thereafter. Actions authorized in this Certificate but performed prior to its execution are approved and ratified.

Certified to:

By/Signature: _____

Printed name: _____

Title: _____

Date: _____

Tax Identification Number of Customer: _____
(TIN of the Customer as assigned by the IRS.)

Check Collections Service Description

Treasury Management Services

Introduction

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

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

Returned Items Service

Wells Fargo Remote Deposit Capture Service

The Service Documentation includes:

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

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

Returned Items Service

1. **Description of service.** This Service includes:

- a. Special Instructions regarding the handling of your Returned Items (section 2),
- b. Returned Item Decisioning through Vantage(section 3),
- c. Electronic Returns through which we submit your Returned Items as RCK entries in accordance with the ACH Rules (section 4),

- d. Centralized Return Processing through which we process your Returned Items as your centralized return processor (sections 5),
- e. Returned Item Forwarding through which we forward Returned Items you receive on your Accounts to your centralized returns processor (section 6), and
- f. Returned Item Service Fee Recovery through which we issue MICR drafts to recover service fees you charge your customers in connection with Returned Items (section 7).

We will provide the Returned Item Service to you in accordance with the Service Documentation, including the User Guide for the Service that we make available to you, and Applicable Law.

2. **Special instructions.** We will process your Returned Items in accordance with any special instructions you communicate to us from time to time as described further in the User Guide for the Service.
3. **Returned Item decisioning; access to images.**
 - a. **Returned Item decisioning.** If you elect this Service option, you can send us processing instructions through Vantage for Returned Items we received prior to the applicable Cutoff Time each Business Day. Each message related to the processing of a Returned Item (your "Decisioning Instruction") must be received by us by the decisioning Cutoff Time each Business Day. If we do not receive your Decisioning Instruction by the decisioning Cutoff Time, we will handle the Returned Item in accordance with your Default Instruction. "Default Instruction" means your election for us to take one of the following actions for a Returned Item, as specified in your Set-Up Form for the Service:
 - i. "Redeposit," meaning we redeposit the Returned Item, or
 - ii. "Chargeback," meaning we chargeback the Returned Item to one of your accounts in accordance with section 9 below.
 - b. **Access to images.** If you elect this option, we will make images of Returned Items available to you through Vantage or other channels or transmission methods you and we agree to. These images are retained for the time period set forth in our retention policy for the Service.
4. **Electronic returns.** If you elect this Service option, we will submit RCK entries for your Returned Items that we have determined (using a data-based decisioning method) qualify as RCK entries under the ACH Rules.
 - a. **Warranties.** The ACH Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original Item for which the RCK entry is initiated. If we incur any liability for breaching these warranties, you will reimburse us and not hold us responsible or liable.
 - b. **Rejected entries.** The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to us. In the event any RCK entry submitted on your behalf is rejected by the ACH for any reason and we have sufficient data to permit us to repair the RCK entry, we will make the repair. Upon our request, you will provide us with all information necessary to repair any RCK entry or file of RCK entries.
 - c. **Provisional credit.** Any credit to your Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, you will immediately deposit with us sufficient funds to cover the returned RCK entry or adjustment memorandum. You authorize us to debit the Account or any other accounts you maintain with us for the amount of any returned RCK entry or adjustment memorandum.
5. **Centralized check return.** If you elect this Service option and it is available to you, we will process Returned Items from your Account and accounts with other financial institutions with which you arrange for us to provide this Service.
 - a. **Centralized return endorsement.** You will place a Centralized Return Endorsement on the back of each check or other Item you intend to deposit with a financial institution other than us that, upon dishonor, you wish to have returned to the Account you designate for this Service. Upon your request, we will supply you with an endorsement stamp or examples of endorsement stamps that satisfy the requirements of this section.
 - b. **Relation of multiple endorsements.** You agree that the Centralized Return Endorsement:
 - i. Is in addition to and not in place of the endorsement placed on an Item by the depository bank,
 - ii. Could obscure, in whole or in part, the endorsement placed on the Item by the depository bank, and
 - iii. Could be obscured by, in whole or in part, the endorsement placed on each deposited Item by the depository bank.
6. **Returned item forwarding.** If you elect this Service option:

- a. You will notify us of the financial institution you choose as your centralized return processor,
 - b. You will place your Centralized Return Endorsement identifying your centralized return processor on the back of each check or other Item you deposit to your Account that, upon dishonor and subsequent receipt by us, you want us to forward to your centralized return processor, and
 - c. We will forward the Returned Items that we receive to your centralized return processor.
7. **Returned Item service fee recovery.** If you elect this Service option, Wells Fargo may issue a MICR draft on the account of the issuer of a Returned Item in the amount that you and we separately agree will be your Returned Item service fee.
8. **Delayed returns.** Under Applicable Law, paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either us or to the actual depository bank and there could be a significant delay in our receipt of a Returned Item. You, not us, are solely responsible for any and all Losses that may arise in connection with any delay in the return of any Returned Item under this Service Description, including any Item to be returned to your centralized return processor under section 5.
9. **Chargebacks.** We may chargeback a Returned Item to any account you maintain with us without regard to whether the Returned Item was initially deposited to your Account or at another financial institution.
10. **Representations and warranties.** You represent and warrant to us and agree as follows:
- a. **Authorization.** The issuer of any Returned Item has authorized you to represent the Returned Item electronically and that authorization is legally sufficient under Applicable Law.
 - b. **Representation/Returned Item fees.** You acknowledge that the ACH Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and the related fees. You agree that each Item you deposit to your Account or another financial institution will only be for the amount of the Item, and will not include any amount for a representation/returned item fee or similar fee.
 - c. **Returned Item service fees.** You have properly disclosed to all your customers that you charge a service fee for Items returned unpaid for any reason as described in section 7.
11. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from Losses arising directly or indirectly from or related to:
- a. Any material breach in any of your representations, warranties and agreements contained in this Service Description,
 - b. The violation of any Applicable Laws in the performance of your obligations under this Service Description,
 - c. A breach of any warranty we make under the ACH Rules in connection with our Electronic Returns Service option as described in section 4,
 - d. Any action you ask us to take in connection with this Service, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
 - e. A delay in the return of any Item deposited to your account at another financial institution as described in section 8.
12. **Survival.** Sections 4, 8, 9, 10 and 11 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture Service

(Wells Fargo Electronic DepositSM, Desktop Deposit[®], and Mobile Check Deposit)

1. **Description of service.** With this Service you can create Electronic Checks from eligible paper checks and transmit the Electronic Checks (and where applicable an Electronic File) to us to deposit in your Account in accordance with the Service Documentation. For each Electronic Check we determine is eligible for processing, we will:
 - a. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank,
 - b. Post or present any Electronic Check for which we are the Paying Bank, or
 - c. Create a Substitute Check (as defined in the applicable Account Agreement) that we will present directly or indirectly to the Paying Bank.

2. **Creating Electronic Checks.** To create Electronic Checks (and where applicable send us Electronic Files), you will use hardware and software capable of creating Electronic Checks that meet our standards and specifications. We will review each Electronic Check and process the Electronic Checks we determine are eligible for processing:
 - a. On the Business Day you transmit the Electronic Checks (or if applicable, your Electronic File) to us, if we received the Electronic Checks before the Cutoff Time, and
 - b. On the next Business Day if you transmit the Electronic Checks (or if applicable, your Electronic File) to us after the Cutoff Time.
3. **Exception Checks.** Our User Guide for this Service lists eligible U.S. Dollar checks (as well as ineligible checks). We may, without liability to you, reject Electronic Checks we determine are ineligible for this Service or that Applicable Law prohibits us from accepting through this Service (an "Exception Check"). We will notify you of each Exception Check through Vantage or other communication channel. You will deposit an Exception Check to your Account only by depositing the corresponding original paper check or as otherwise agreed between you and us.

Even if we do not identify an Exception Check during processing, a Substitute Check may be returned to us because the Paying Bank determines it is not eligible. Our failure to identify an Exception Check will not limit your obligations to us under section 7.

4. **Deposits to your account.** We will be deemed to have accepted each Electronic Check (other than any Exception Check) for deposit to your Account (a) on the Business Day we process the Electronic Check (b) at our office where your Account is maintained. Funds from these Electronic Checks will be made available as provided in our Funds Availability Policy applicable to your Account and will be deemed to be collected as set forth in our Electronic Deposit Collected Funds Schedule. We will provide these documents (as amended from time to time) to you upon request.

Any check you deposit that is returned to you may be returned in the form of a Substitute Check. If we receive a notice of nonpayment from Paying Bank for an Electronic Check or Substitute Check presented for payment, we have no obligation to provide this notice to you or your customers.

5. **Third-party processors.**
 - a. **General.** You are a "third-party processor" when you use this Service either to (a) create and process an Electronic Check on behalf of your customer or (b) process an Electronic Check one of your customers has created and transmitted to you.
 - b. **Customer due diligence.** Before acting as a third-party processor for any customer, you will conduct due diligence appropriate to the type of customer (consumer or business). As part of your due diligence, when a customer opens an account with you, you will obtain the customer's name, Taxpayer Identification Number, and address. In addition, you will comply with any obligations under Applicable Law for:
 - i. Establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program,
 - ii. Establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in your Anti-Money Laundering Program, and
 - iii. Suspicious activity monitoring and reporting.
 - c. **Customer agreements.** You will also enter into an agreement with each of your customers which includes:
 - i. Provisions paralleling those in this Service description relating to creating Electronic Checks and maintaining the security of original paper checks,
 - ii. Warranties paralleling each of the warranties you make to us in this Service description,
 - iii. An acknowledgement that we may at any time refuse to process Electronic Checks for that customer, and
 - iv. If the customer is a business entity, an obligation that customer, upon your request, will provide you the information you require to understand the nature of the customer's business.
 - d. **Risk parameters; ongoing monitoring.** For each of your customers, you will use reasonable commercial standards to monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis. You will take appropriate actions with respect to the customer's account, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with you. We will establish and maintain confidential internal risk parameters for your Electronic Checks but you are solely responsible for monitoring your customer's Electronic Checks.

6. **Your representations and warranties.** You represent and warrant to us and agree that you will:
- a. Use this Service only for eligible paper checks payable to or endorsed for deposit by you or your customers (unless we expressly agree otherwise),
 - b. Transmit to us only Electronic Checks eligible for processing including legible Electronic Checks containing machine-readable MICR data,
 - c. Not transmit to us any Electronic Check that duplicates an Electronic Check previously transmitted to us or that did not originate as an eligible paper check,
 - d. Ensure that each original paper check for which you or one of your customers has created an Electronic Check is securely retained and then securely destroyed (including all nonpublic personal information on the original paper check) and properly secure all hardware you use in connection with this Service,
 - e. Not transmit to us, deposit to your Account, or otherwise negotiate any original eligible paper check for which you have transmitted an Electronic Check to us, unless we have notified you that the Electronic Check is an Exception Check, and
 - f. If you use an agent to create Electronic Checks and/or transmit your Electronic Files to us, you will ensure your agent transmits only Electronic Checks payable to you, unless we expressly agree to permit the agent to include Electronic Checks payable to multiple customers of ours.
7. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from and against all of our Losses arising directly or indirectly from or related to:
- a. Any negligent or intentional act or omission by you in the performance of your obligations under this Service description including breaching your obligation under section 6(d) above, in which event Losses will include consequential damages,
 - b. Any material breach in your representations, warranties, covenants, or obligations in this Service description,
 - c. Us acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of Substitute Checks, in which event Losses will include consequential damages,
 - d. Us posting or presenting an Electronic Check for which we are Paying Bank or presenting an Electronic Check to the Paying Bank for payment,
 - e. The transfer or return of an Electronic Check or an Electronic Returned Check on your behalf,
 - f. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - g. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an Electronic Check is created, if the loss is due to the check having already been paid, and
 - h. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the Paying Bank, and any subsequent returning bank against Losses that result from the fact that:
 - i. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 - ii. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
 - iii. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

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

When we transfer an Electronic Check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the Paying Bank, and the drawer. When we transfer an Electronic Returned Check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner.

8. **Termination.** In addition to our rights to suspend or terminate Services under the Master Agreement, we may suspend or terminate this Service immediately upon notice if we determine in our sole discretion that you have breached any of your obligations under sections 6 or 7 of this Service description.
9. **Additional controls.**
- a. **General.** We may upon reasonable prior notice to you to:
 - i. Mandate specific internal controls at your locations,
 - ii. Periodically audit or require audits of your RDC operations including your IT infrastructure at your expense, and
 - iii. Request additional information about you.
 - b. **Your internal controls.** You will establish internal controls related to your RDC operations. Upon reasonable request, you will provide us with information about your internal controls and will work in good faith with us to resolve any concerns that that we have regarding these controls.
 - c. **Your consumer complaints.** With reasonable prior notice to you, you will provide us with information about consumer complaints you receive relating to your RDC product ("consumer complaints"), including:
 - i. Your procedures for handling consumer complaints,
 - ii. The number of consumer complaints you received in the prior calendar quarter, and
 - iii. The current status of each consumer complaint.
10. **Survival.** Sections 6 and 7 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means the Automated Clearing House.

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

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

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

Centralized Return Endorsement means a special endorsement on a Returned Item which (a) includes all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit, (b) to the extent possible, conforms to applicable formatting specifications, and (c) is more prominent than the endorsement of the actual depository bank.

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

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means the electronic file you (or your vendor) create and send us when transmitting Electronic Checks using the Wells Fargo Electronic Deposit Service.

Electronic Returned Check means an Electronic Check derived from a paper returned check.

Item is defined in the Account Agreement.

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

Paying Bank means the bank on which the original paper check to which the Electronic Check relates is drawn or through which the original paper check is payable.

Master Agreement means the Master Agreement for Treasury Management Services.

RCK entry is defined in the ACH Rules.

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

Returned Item means an Item that is returned to us unpaid after you deposit it to your Account.

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

Service Documentation is defined in section 1 of the Master Agreement.

Electronic Receivables Service Description

Treasury Management Services

Introduction

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

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

- E-Bill Express service
- E-Box[®] service
- Integrated Receivables
- Receivables Manager service

The Service Documentation includes:

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

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

E-Bill Express service

1. **Description of Service.** With this Service:
 - a. You can make electronic bills available to your Customers through the Website,
 - b. Customers make payments to you through the Website and other Payment Channels (see section 2) and using the Payment Methods (see section 3) offered in connection with the Service,
 - c. We credit the Customer payments to your Account, and
 - d. We offer electronic reporting options relating to your bills and your Customers' payments received through the Service (see section 4).

The specific features for the Service we will provide you, are detailed in the Statement of Work (SOW) to which you and we agree separately.

2. **Payment Channels.** The "Payment Channels" we offer to you are detailed in our User Guide for the Service and include the Website, telephone, and an optional Interactive Voice Response (IVR) Payment Channel.
 - a. We maintain the Website through which Customers may make payments to you.
 - b. With the telephone Payment Channel, a Customer arranges for a payment by calling you at a telephone number you maintain. For all Customer payments made through the telephone Payment Channel, you are required to enter information about the payment at the administrative portal for the Service.
 - c. With the IVR Payment Channel, we maintain a specific toll-free number for you and custom to you branded greeting and prompts.
3. **Payment Methods.** The "Payment Methods" you may make available to your Customers are detailed in our User Guide for the Service and include debit and credit cards and electronic payments through ACH.
 - a. If you will accept debit and credit card payments, the Service Documentation includes the Merchant Payment Solutions Service Description.
 - b. For ACH payments, the Service Documentation includes the ACH and Related Services Service Description. In the event of a conflict, this Service Description will control over the ACH and Related Services Service Description.
 - c. We may withdraw a Payment Method available for the Service at any time.
4. **Information reporting.** We make information and reporting about your bills and Customers' payments available to you through the administrative portal on the Website or automated transmission file.
5. **Verification.** We will not verify the accuracy of your bills or your Customers' payment amounts made through any Payment Channel.
6. **Your privacy policy.** You will provide us with any URL(s) you host for our use at the Website. The URLs you provide will direct Customers to your then-current privacy policy and terms of use. You will maintain current versions of your privacy policy and terms of use.
7. **Licensed Marks.** You grant to us a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. We will not modify a Licensed Mark without your prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 of the Master Agreement. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, we will discontinue use of all Licensed Marks.
8. **Representations and warranties.** You represent and warrant to us that:
 - a. You will issue each bill only for products or services actually provided to the billed Customer and will retain each bill for a minimum of one year from the date of the bill,
 - b. The billed amount will be the actual amount charged to the billed Customer for such products or services,
 - c. You are the sole owner of each URL you provide to us pursuant to Section 7 and each Licensed Mark,
 - d. You will maintain current versions of your privacy policy and terms of use at the URLs provided to us, and
 - e. You have received a copy of Federal Reserve Board Regulation E and will comply with it at all times.
9. **Survival.** Section 8 will survive termination of the Service.

E-Box[®] service

1. **Description of service.** With this Service:
 - a. We provide you with information about payments your Customers make to you ("Remittance Information") through online bill payment services and other payment channels described in our User Guide for the Service,
 - b. We process Customer payments for credit to your Account, and

- c. We provide information reporting ("Remittance File") on your Payments through our separate Receivables Manager Service. The specific processing services we will provide to you are detailed in the BRD to which you and us agree to separately.
2. **Research and decisioning.** We will make available to you a decisioning tool where you can view all payments, make decisions on exception items, perform payment research, and return payments.
3. **Unfunded payments.** We will process Payments for which we have received Remittance Information but not funding in accordance with the BRD.
4. **Account credit.** Each Business Day, we will credit your Account for Funded Payments through a consolidated ACH credit Entry. We originate each credit Entry in accordance with the ACH Rules.
5. **Service requirement.** In order to enroll in the Service, you will also have to enroll in our Receivables Manager Service.

Integrated Receivables service

1. **Description of Service.** With this information reporting Service, we apply programmatic rules and logic, configured with your input, to create and transmit to you electronic files (each, a "Posting File") containing the details of matches between credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to your eligible Wells Fargo deposit accounts enrolled in the Service (each, an "Account") and the open accounts receivables details you have provided to us in electronic files (each, an "Open Receivables File").
2. **Automatic matching.** We apply programmatic rules and logic, configured with your input, to match credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to information you send to us relating to Payments and your accounts receivables details to identify sets of matching Payments and accounts receivables details in the steps described in this section.
 - a. **Re-association.** We analyze data elements pertinent to electronic Payments credited to your Accounts to associate such Payments with their respective remittance information (information from your payer describing the accounts receivable record for which a payment is being made, such as one or more invoice numbers) that you separately provide to us in a "Remittance File" or is provided in an e-mailed advice by your customers in accordance with the protocol to which you and we agree. Each such match is a "Re-associated Payment".
 - b. **Invoice matching.** We automatically match Payments and Remittance Details with Accounts Receivable records you separately report to us in your Open Receivables File. Each such match is a "Validated Payment".
 - i. **Checks.** For check Payments credited to your Accounts that we receive through a lockbox we maintain for you, we extract remittance information from Remittance Materials (as defined in the Lockbox Service Description) and use it to the extent reasonable to create Validated Payments.
 - ii. **Addenda Records.** For electronic Payments that include remittance information embedded within the electronic payment instruction for such Payments ("Addenda Records"), we use such Addenda Records to the extent reasonable to create Validated Payments.
 - iii. **Re-associated Payments.** We use the remittance information associated with Payments in the Re-association step described in 2.a above to the extent reasonable to create Validated Payments.
3. **Manual matching.** Each credit to your Accounts for which we are not able to create a Re-associated Payment or a Validated Payment through the Service is an "Exception". You may view Exceptions in our online banking platform in accordance with its applicable terms and conditions.
 - a. **Review.** In our online banking platform, we will display details of Exceptions and items described in your Remittance Files and Open Receivables Files that, as of the time of viewing, have not been included as components of Matched Payments in any Posting File we have previously made available to you.

- b. **Match items.** Using the online banking platform interface, you may create additional Validated Payments by manually matching the Exceptions with open accounts receivables details displayed in the online banking platform.
4. **Posting Files.** You may configure the Service to automatically generate and transmit Posting Files in accordance with the frequency to which you and we separately agree. Each Posting File is an electronic document setting out certain pre-determined data elements pertaining to each Validated Payment (including manually Validated Payments) that, as of the time of generation, has not been included in any previous Posting File we created for you. We will transmit each Posting File in accordance with your configuration preferences and the pre-determined transmission protocol to which you and we agree.
5. **Payment dates.** For purposes of the Service, the date of each Payment is the Business Day on which we receive the Payment.
6. **Files transmitted to us.** You will transmit your Remittance File and Open Receivables File to us in accordance with the pre-determined file format and transmission specifications to which you and we separately agree. You are responsible for ensuring that, with respect to each item in each file, you include information we can reasonably use to identify its matching credit(s) to your Account(s).
7. **Liability to you.** We perform the automatic matching activity described in Section 2, on a commercially reasonable efforts basis, in accordance with logic you provide to us. We undertake no liability for damages arising from or relating to any defects in, or failure to test, such logic as provided.
8. **Liability to payers.** We bear no liability to your payers for any inaccuracies in the Service relating to Matched Payments or Unmatched Payments, including, without limitation, inaccurate matches between Payments and remittance information or accounts receivables details.
9. **Eligible Accounts.** You may enroll your Wells Fargo demand deposit accounts that are capable of receiving credits by ACH, wire transfer, or check.
10. **Survivability.** Sections 7 and 8 survive termination of the Service.

Receivables Manager service

1. **Description of service.** With this Service, you may receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to your Account(s) and associated Remittance Information.
2. **User Guide.** The User Guide provides details about the following:
 - a. The types of payments for which we provide the Service,
 - b. The options we offer for formatting Files,
 - c. The secure transmission platforms we offer to deliver Files to you,
 - d. The schedule we follow in providing the Service, and
 - e. Our Service level goals.
3. **Advice Matching Service.** If you enroll in our Advice Matching Service, we will accept an email or File containing Remittance Information from your payer and attempt to match the information to payments the payer makes separately by ACH, wire transfer, or check, provided the payer does the following:
 - a. Sends the remittance Information to us in advance of the payment information being sent to you in the File, and
 - b. Includes information we can use to identify the payer and match the Remittance Information and the associated payment based upon criteria you establish.

You have the ability to manually match any payments we are unable to match automatically using the Receivables Manager application on the online banking platform. You may also use this application to set-up payer information to automatically match future payments.

4. **Remittance Repair Service.** If you enroll in our Remittance Repair Service, we will automatically reformat freeform Remittance Information. If we are unable to automatically repair the format, you can manually repair remittance information using the Receivables Manager application on the online banking platform. Optionally, you can save the repair instructions as rules to apply to future payments from the payer.
5. **Your receipt of Files; acknowledgments.** We will not monitor Files transmitted to you through the Service including, but not limited to, any acknowledgment your system may generate upon its receipt of a File. If you do not receive a File when you expect to, you must notify us. Upon your request, we will use commercially reasonable efforts to resend a File to you within 14 days after we initially transmitted the File, but we will have no liability for not doing so.
6. **Incorrect, incorrectly formatted information.** We are not responsible for the accuracy of and will not verify Remittance Information we receive from your trading partners and provide to you through the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means Automated Clearing House

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

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

BRD means Business Requirements Document.

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

Customer(s) means the purchaser(s) of your products and services.

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

Entry is defined in the ACH Rules.

Funded Payment means a payment for which we receive Remittance Information and the funds relating to the Payment.

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

Master Agreement means the Master Agreement for Treasury Management Services.

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

SOW means Statement of Work.

Website means the website we maintain in your name in connection with the E-Bill Service.

Lockbox Service Description

Global Treasury Management

Introduction

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

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

- Lockbox

The Service Documentation includes:

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

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

Lockbox Service

1. Description of lockbox service.

- a. With this Service we provide you with a lockbox ("Lockbox") and Lockbox Address for receipt and processing of (i) Checks, and (ii) Charge Authorizations (if you elect this service option and subject to the requirements in section 4 below).
- b. The Service will start after we have assigned the Lockbox Address to you, you have opened your Account, delivered to us the Set-up Form selecting your options for the Service and provided us with any other requested information or documents.

- c. You will instruct your customers to mail Checks and Charge Authorizations (if applicable) to the Lockbox Address, or for overnight delivery to the applicable street address. You will also instruct your customers and other payors not to send cash to the Lockbox. Cash that is sent to the Lockbox will be subject to Currency Transaction Reporting.
- d. We or our agents will have exclusive and unrestricted access to the Lockbox.

2. Lockbox processing.

a. Processing remittance materials.

- i. Each Business Day we will examine the Remittance Materials in the Lockbox and image them in accordance with section 6.
- ii. Cash will be removed from the envelope and a credit advice for the amount of the cash will be placed with the envelope and imaged.
- iii. Except as provided in this Service Description or as otherwise agreed, we will not reconcile the Payments in the envelopes to Invoices or to any other Remittance Materials.
- iv. Subject to any Business Rules you specify, we will process a Check (1) by automated means when a scannable Invoice is included with the Check ("Automated Processed Check") and (2) manually when a non-standard Invoice is included with the Check or no Invoice is included ("Manually Processed Check").

b. **Deposits.** Each Business Day, we will deposit Checks (other than Exception Manual Checks described in section 2(d) below) and cash received in the Lockbox to the Account in accordance with the Account Agreement.

c. **Payments processed by automated means.**

- i. Except as set forth in section 2(c)(ii) below or in your Business Rules, each Automated Processed Check may be deposited in the Account despite any discrepancies in the amount, any postdating or staledating, missing information or alterations on the Check, as described in the User Guide.
- ii. If you elect to use the Decisioning Module described in section 3, you can give us specific processing instructions for Automated Processed Checks before the Cutoff Time.

d. **Payments processed manually.**

- i. Except as set forth in your Business Rules, each Manually Processed Check will be deposited in your Account, except:
 - 1. An Exception Manual Check,
 - 2. A Manually Processed Check that has been altered (subject to section 2(e) below),
 - 3. You specifically instruct us to the contrary using the Decisioning Module described in section 3, and
 - 4. You have given us a written list of acceptable payee names and the payee name on the Manually Processed Check does not match an acceptable payee name.

e. **Alterations.** We will use commercially reasonable efforts to identify any alteration to a Manually Processed Check and not accept a Check we have identified as altered for deposit.

f. **Restrictive notations.** We will not inspect Checks to determine whether they bear restrictive notations, such as "Paid in Full."

g. **Foreign checks.** If you and we enter into an agreement to provide services for Foreign Checks we will deposit and process a Foreign Check if both the foreign bank location and the Foreign Check currency appear on our approved list. A Foreign Check not meeting these criteria will not be deposited and will be returned to you in accordance with section 2(h).

h. **Rejected remittance materials.** Unless you elect otherwise in writing, we will mail to you (i) any Remittance Materials which are not imaged in accordance with section 6, and (ii) any Checks or other instruments which are not deposited in accordance with this Service Description. For Remittance Materials (excluding Checks) returned to you in accordance with this section, we may mail to you printed copies. For Checks returned to you in accordance with this section, we may mail to you Image Replacement Documents (IRDs) in place of original Checks.

3. **Decisioning module.** If you elect to use our Decisioning Module for the Service, you can send us processing instructions through Vantage for certain Checks which we have determined may be unprocessable (each, an "Unprocessable Check"). Each message related to the processing of an Unprocessable Check (your "Decisioning Instruction") must be received by us by the Cutoff Time. If we do not receive a Decisioning Instruction by the Cutoff Time, we will handle the Unprocessable Check in accordance with your Default Option. "Default Option" means your election for us to take one of the following actions for any Unprocessable Check:

- a. "Deposit all," meaning we deposit the Unprocessable Check in your Account (this will be the default option unless you elect otherwise), or
 - b. "Reject all," meaning we reject the Unprocessable Check and return it to you as described in section 2(h).
4. **Charge authorizations.** If you elect this Service option (and it is available at your Lockbox processing site), you are required to enter into a Merchant Agreement with us and the Merchant Agreement will govern any Charge Authorizations. As set forth in the Merchant Agreement:
- a. We will process each Charge Authorization received in the Lockbox which is completed with the required processing information,
 - b. We will not process a Charge Authorization and will return it to you if any required information is missing or it is illegible,
 - c. We will seek approval from the issuer of the credit card for the payment on the Charge Authorization,
 - d. We will request settlement for each Charge Authorization that the issuer approves, and
 - e. Each Business Day we will make information on processed Charge Authorizations available through the channel you and we agree to.
5. **Virtual lockbox service.**
- a. **Description of service.** When you enroll in our optional Virtual Lockbox Service you can:
 - i. Create Electronic Checks from eligible paper checks in accordance with the Wells Fargo Remote Deposit Capture Service Description ("RDC Service Description"), which is incorporated by reference into this Service Description,
 - ii. Create images of Invoices and other Remittance Materials according to this Service Description, and
 - iii. Transmit Electronic Checks and Remittance Materials to us in an Electronic File for processing according to the RDC Service Description and this Service Description.
 - b. **Processing.**
 - i. **Business Rules.** If you and we have agreed to Business Rules to apply during the processing of your Electronic Files, we will apply them to each Electronic File you send us. Our processing will include data capture of the dollar amount of each Electronic Check, along with data entry related to Remittance Materials, as agreed to by you and us in your Business Rules.
 - ii. **Exception Electronic Checks.** If we identify any Electronic Checks that are ineligible for processing, we will identify these exception checks in a report made available to you. You are responsible for reviewing each electronic check identified in this report in a timely manner and arranging for the timely disposition of each check (whether through recapture or physical deposit) outside the process available in connection with this Service.
 - c. **Instructions.** If this option is available to you, you can use Vantage or another communications channel you and we agree to use to give us specific processing instructions for the Electronic Files.
6. **Imaging and retention.**
- a. **Imaging and access to images.** Unless you and we agree otherwise, we will electronically image all Remittance Materials unless rejected or otherwise unprocessable. You may access images of Remittance Materials through Vantage or other communications channels or transmission methods we offer to you. We will redact credit card information including account number, signature and expiration date on images of Charge Authorizations.
 - b. **Destruction of originals.** All original Checks and other Remittance Materials that we image or print and return to you pursuant to this Service Description will be destroyed 5 Business Days after the processing date. You will notify us of any issues which require inspection of original Checks or Remittance Materials before the end of the 5-day period.
 - c. **Intraday image access.** Any images that you access on an intraday basis may not be final and are subject to further value-added keying. You assume all risk associated with your use of or reliance on intraday images.
7. **Representations and warranties.** You represent and warrant to us that:
- a. Any person you identify in the Set-up Form or any other communication delivered to us is authorized to receive communications and give us instructions regarding the Service. If the authority of any authorized person changes, you will promptly notify us in writing. We will have a reasonable time after receipt of a communication to act on it.

- b. If a payee on a Check received in the Lockbox is a legal entity other than you, you are duly authorized by the payee to have the Check endorsed and deposited into your Account.
 - c. Each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor.
8. **Indemnification.** You agree to indemnify and hold us and our Representatives harmless from and against any and all Losses which we or our Representatives suffer or incur relating to:
- a. A breach of your representations and warranties in section 7,
 - b. Any keying errors or misapplied payments resulting from your Decisioning Instructions or errors or delays in your Decisioning Instructions caused by your computer system issues,
 - c. Any action taken by us in response to a Decisioning Instruction, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
 - d. The processing of Charge Authorizations.
9. **Limitation on liability.**
- a. We will have no liability or responsibility for Losses arising from:
 - i. Any keying errors or misapplied payments resulting from your Decisioning Instructions or errors or delays in your Decisioning Instructions caused by your computer system issues,
 - ii. Depositing a Check bearing a restrictive notation in accordance with this Service Description, regardless of whether we have knowledge of the restrictive notation,
 - iii. The deposit of any altered Check, unless the loss results directly from the willful misconduct of our officers or employees, or
 - iv. Processing a Charge Authorization in accordance with this Service Description.
 - b. In addition to the other limitations on our liability contained in the Master Agreement, if you incur a material loss which results directly from our negligence or breach in performing the Service due to our failure to deposit a Payment according to this Service Description, our liability will be limited to direct damages in an amount not to exceed interest on the Payment amount calculated at the Federal Funds rate for the time period such Payment amount is not in your Account, not to exceed 30 days.
10. **Miscellaneous.**
- a. **Service fees.** We may require that you establish a separate analyzed account with us for billing purposes. You authorize us to debit our Service fees and charges from the billing account.
 - b. **Termination.** Upon termination of the Service, we will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by you for a period of 3 months after the termination date, unless otherwise agreed between you and us. You will prepay our Service fees to dispose of the Lockbox mail based on our estimate at the time of termination.
 - c. **Customer service.** Any questions that you have with respect to the Service should be addressed to our customer service center at the telephone number and address separately provide to you.
 - d. **Assignment.** Notwithstanding anything to the contrary in this Service Description or the Service Documentation, our rights and obligations with respect to the Service shall be assignable to any successor in interest without restriction.
 - e. **Survival.** Sections 8 and 9 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

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

Business Day means every day except Saturday, Sunday, and federal holidays.

Business Rules mean certain processing rules that you and we agree in writing to apply to the Payments and Electronic Checks.

Charge Authorization means a written authorization to charge your customer's credit card for a payment due to you.

Check means a paper Item (which includes drafts) received at the Lockbox that we accept in payment of obligations to you.

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

Decisioning Module means our Online Lockbox Decisioning Module.

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means an electronic file transmitted to us with an Electronic Check.

Exception Manual Check means a Manually Processed Check that we determine in our sole discretion is not eligible for processing, as described in the User Guide for the Service.

Foreign Check means a Check drawn on a foreign bank or payable in a currency other than U.S. Dollars.

Image Replacement Document (IRD) means a substitute check created from an original check and, under federal law, is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check."

Invoice means an invoice or remittance coupon included with a Payment received in the Lockbox.

Item is defined in the Account Agreement.

Lockbox Address means the United States Postal Service address we assign to you for the Service.

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

Master Agreement means the Master Agreement for Treasury Management Services.

Merchant Agreement means a separate merchant services agreement you and we enter into for us to process your Charge Authorizations.

Payment means a Check, Charge Authorization or cash received in the Lockbox.

Remittance Materials means any Checks, Charge Authorizations, Invoices, correspondence, papers, documents, and other envelope contents (other than cash).

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