WELLS FARGO

Commercial Account Agreement

Effective June 23, 2020

Contents

01 Welcome to Wells Fargo
03 Resolving disputes through arbitration
04 Important legal information
05 Statements and other notices relating to your deposit account
08 Rights and responsibilities
17 Checking and savings accounts
18 Electronic check indemnifications
19 Funds availability policy
21 Available balance, posting order, and overdrafts
23 Additional rules for checks and withdrawals
25 Your account ownership
26 Interest earning accounts
28 Time Accounts (CDs)
29 Electronic banking services
32 Selected services

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 collection schedule
  - Our privacy policy
  - Our rate sheets for interest-bearing accounts
  - Any additional disclosures we provide to you about your account and related services

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and is the agreement between you and us for your account and related services, and
- Replaces all prior deposit agreements including any oral or written representations.

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You are responsible for ensuring that any authorized signer on your account is familiar with the Agreement.

We suggest you keep a copy of the Agreement - and any further information we provide you about changes to the 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.

Authorized signer

A person who has your actual or apparent authority to use your account, even if they have not signed the account application. We may rely solely on our records to determine the form of ownership of and the authorized signers on your account.

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 balance in 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 I 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.

Who will communicate with you about your account?
We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized 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 US $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than US $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the 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 authorized 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 the *Commercial Electronic Office®*, 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 statement 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 the *Commercial Electronic Office®*, 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 statement and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or notices 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 timeframes.

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 *Real-Time Payments (RTP®)*.

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 transaction unauthorized?

A check is unauthorized when it is:
- Missing a required signature or you have not otherwise authorized 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 an authorized signer's authority ends so that his/her name can be deleted from our records for your account, and any cards that we have issued to him/her or online access 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 in accordance with the applicable service description or our 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 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 authorized 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 my 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 the *Commercial Electronic Office®*, 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.

What are checking subaccounts?

For each checking account you maintain with us, we may establish on your behalf a master account and two subaccounts. All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account.

On the first day of each month, we will allocate funds between the two subaccounts as appropriate. Items received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as may be needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

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. When

we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, 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.

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 my 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 over our cost of sourcing the relevant currency. 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 condition, 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 your authorized signers, 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 will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location.

If we incur any fees or expenses (including attorney's fees and expenses) due to responding to legal process related to your account, 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 terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. 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 by state and federal banking 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, 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 authorize your transactions during the day. We also use the available balance to pay your transactions in 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 amount 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.
- We subtract pending withdrawals that we have either authorized or are known to us but have not yet processed.

Important note: We may place a hold on your account if we receive an electronic notice that an item will be presented for payment or collection against your account (Notice of Presentment). This hold may remain in effect from the time the Notice of Presentment is received until the item is presented or notice is received that the item will not be presented, whichever occurs first. We may conclusively rely on the information we receive in an electronic presentment or notification when determining the available balance in your account. We will not have any liability for refusing to honor any of your items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the item, including its amount. We may debit your account on the day an item is presented by any means, including electronically, or at an earlier time based on a notification received by us that an item drawn on your account will be presented for payment or collection. A determination of the balance in your account for purposes of making a decision about whether not to honor an item due to insufficiency or unavailability of funds may be made at any time between the presentment of the item (or earlier upon receipt of any Notice of Presentment) and the time the item is returned. Only one such determination needs to be made.

How do we process (post) transactions to your account?

We process transactions each business day during a late night process. Once we process your transaction, the results are posted to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

First, we determine the available balance in your account (as described above) that can be used to pay your transactions.
Note: Certain pending transactions can affect your available balance:

- Cash deposits or transfers from another Wells Fargo account that are made **after** the displayed cutoff time (where the deposit was made) will be added to your available balance if they are made before we start our nightly process.
- Your available balance will be reduced by pending withdrawals, such as electronic transactions we have authorized and are required to pay when they are sent to us for payment. These pending withdrawals may be sent to us for payment at a later date. In some circumstances, these transactions may be paid into overdraft if other posted transactions or fees have reduced your balance before the pending transactions are presented for payment.

Then, we sort your transactions into categories before we process them.

- First, we credit your account for deposits, including cash, check deposits and incoming transfers, received before the cutoff time at the location the deposit or transfer was made.
- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as ATM withdrawals, account transfers, Online Bill Pay transactions, 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 you conducted the transactions. For some transactions, such as Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from highest to lowest dollar amount.
- Finally, we use your remaining funds to pay your checks and preauthorized automatic 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 that they are received by us. Multiple transactions that have the same time will be sorted and paid from highest to lowest dollar amount.

How do we handle overdrafts?

At our discretion, we are permitted to pay items into overdraft rather than returning them unpaid.

You agree to pay the applicable fee associated with an overdraft or returned item. Any overdraft on your account is

immediately due and payable, unless we agree otherwise in writing. You agree to reimburse us for any attorneys' fees and other costs and expenses we incur in recovering the overdraft (including overdraft and associated fees).

On any business day when we determine there are sufficient funds in your account to pay one or more but not all of the items presented for payment on your account, the order in which we post these items may affect the number of items paid and the overdraft and returned item fees that are assessed. When we post items in the order of highest to lowest dollar amount, the overdraft and returned item fees may be more than these fees would be if we were to post the items in the order of lowest to highest dollar amount.

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 mechanical signature (including a stamp), any item appearing to use your facsimile or mechanical signature will be treated as if you 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 an authorized 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 a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a 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 I specify a target balance on my 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.

Regulation D savings account transaction limit and other limited activity

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

Limited by Regulation D:

- Transfers by telephone using our automated banking service or speaking with a banker on the telephone.
- Transfers or payments through online, mobile, and text banking (including Bill Pay and person-to-person payments such as *Zelle®*).
- Overdraft Protection transfers to a checking account.
- Pre-authorized transfers and withdrawals (including recurring and one time).
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to your account and not when they are written).

Limited by Wells Fargo:

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

Not limited

Except as limited above, there are no limits on withdrawals or transfers made in person at a Wells Fargo ATM or banking location or on any types of deposits.

What happens if you exceed your limit?

If you exceed the limits stated above, you will be charged an excess activity fee ($10 per excess transaction).

If the limit is exceeded on more than an occasional basis, Wells Fargo may be required to convert the savings or money market account to a checking account, or close the account.

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

Time Accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than 7 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 7 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:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount, unless we have notified you otherwise.

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," 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, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the 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 you transmit through an ACH:

- Your rights for 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.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH 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.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An "ACH debit entry" is an order or request for the withdrawal of money from your account through ACH. 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 sender.

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 RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver 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. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP 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.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP 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.

Treasury Management Product Enrollment

Customer Information

Customer Name _____ *CEO* Company ID _____

Street Address _____

City _____ State _____ Zip _____

Country Name _____ Country Code (if applicable) _____

Primary Contact _____ Phone _____

Email Address _____ Fax _____

CEO® Users Set-up

User Name	User ID (if existing)

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

☐ ACH Payments[1] User ☐ ACH Payments[1] Administrator ☐ ACH Fraud Filter ☐ Cards[2] ☐ Payment Manager Online

☐ Other Treasury Management Products not in Administration[3] ☐ Other Treasury Management Products in Administration[4]

☐ Cash Vault (specify): ☐ Deposit Inquiry ☐ Change Orders Inquiry ☐ Change Orders ☐ Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 *This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.*

2 *Recognition Card.*

3 *Autolink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep & Fed Funds - Statements & Confirmations, & Wells Fargo Business Online (Single Sign On).*

4 *Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements – Clients, Claims Payments, Deposit Maintenance (Smart Decision), Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Supplier Payments, Transaction Search, Treasury Information Reporting, & WellsTAX®.*

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? ☐ Yes ☐ No

CEO® Users Set-up

User Name	User ID (if existing)

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User Name	User ID (if existing)

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

☐ ACH Payments[1] User ☐ ACH Payments[1] Administrator ☐ ACH Fraud Filter ☐ Cards[2] ☐ Payment Manager Online

☐ Other Treasury Management Products not in Administration[3]

☐ Cash Vault (specify): ☐ Deposit Inquiry ☐ Change Orders Inquiry ☐ Change Orders ☐ Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.

2 Recognition Card.

3 Autolink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep & Fed Funds - Statements & Confirmations, & Wells Fargo Business Online (Single Sign On).

4 Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements – Clients, Claims Payments, Deposit Maintenance (Smart Decision), Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Supplier Payments, Transaction Search, Treasury Information Reporting, & WellsTAX®.

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.

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User Name # 1 _____ User ID (for existing *CEO®* users) _____

Token Serial #* _____ ACH Payments Admin ☐ Yes ☐ No

New User ☐ New Token ☐ Assign Token*

Existing User (Select one box only) ☐ Replace Token ☐ Assign Token* ☐ Un-Assign Token* ☐ Delete Token*

CEO® 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 *Commercial Electronic Office® (CEO®)* portal services.

Company Administrator Name	Email Address	Token Serial Number (If reassigning existing token)	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 *Commercial Electronic Office® (CEO®)* portal services.

Administrator # 1 Detailed Setup - Complete applicable fields

Administrator Name	Email Address	Token Serial Number (If reassigning existing token)	User ID (if existing)

User Administration Options

☐ User Maintenance ☐ Administrator Maintenance ☐ Reset Password

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

☐ All Users ☐ Specific Users

User List: _____

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

☐ All *CEO* Services ☐ Specific *CEO* Services

CEO Services: _____

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If granting User Maintenance what Accounts can the user administer?

☐ All Accounts ☐ Specific Accounts

Accounts: _____

If granting User Maintenance what 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 and Notices Settings

☐ Manage Company Wires Settings

Custody Option

Single Custody - Non-Standard Security Procedure - Customer has declined to use dual custody, which is part of Bank's standard *CEO®* Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. With single custody Secure Validation is used for ACH Payments, Foreign Exchange, Wires, and Administration activities within CEO Administration. 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 *CEO®* Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

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

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

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Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the *CEO®* Administration service. Only select products for which your company is enrolled. Additionally, specify the *CEO®* Administration service functions you would like under dual custody.

Product	Custody Settings	
ACH Payments (incl. Domestic and International)	☐ Forced Dual Custody	☐ Single Custody
Administration	☐ Forced Dual Custody	☐ Single Custody
Alerts	☐ Forced Dual Custody	☐ Single Custody
Basic Banking	☐ Forced Dual Custody	☐ Single Custody
Business Track	☐ Forced Dual Custody	☐ Single Custody
Canadian Treasury Solutions	☐ Forced Dual Custody	☐ Single Custody
Cash Concentration	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements - Clients	☐ Forced Dual Custody	☐ Single Custody
Claims Payments	☐ Forced Dual Custody	☐ Single Custody
Credit Management	☐ Forced Dual Custody	☐ Single Custody
Dealer Inventory Finance	☐ Forced Dual Custody	☐ Single Custody
Deposit Maintenance	☐ Forced Dual Custody	☐ Single Custody
Derivatives Access	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit	☐ Forced Dual Custody	☐ Single Custody
E-Box Decisioning	☐ Forced Dual Custody	☐ Single Custody
Fed Funds	☐ Forced Dual Custody	☐ Single Custody
Foreign Exchange	☐ Forced Dual Custody	☐ Single Custody
Fraud Manager:		
ACH Fraud Filter	☐ Forced Dual Custody	☐ Single Custody
ARP Register Maintenance	☐ Forced Dual Custody	☐ Single Custody
Image Positive Pay	☐ Forced Dual Custody	☐ Single Custody
Image	☐ Forced Dual Custody	☐ Single Custody
Institutional Investing – Reporting	☐ Forced Dual Custody	☐ Single Custody
Item Detail Inquiry Service	☐ Forced Dual Custody	☐ Single Custody
Lockbox	☐ Forced Dual Custody	☐ Single Custody
Payment Manager®	☐ Forced Dual Custody	☐ Single Custody
Returned Items	☐ Forced Dual Custody	☐ Single Custody
SAFE Transmission	☐ Forced Dual Custody	☐ Single Custody
Statements and Notices	☐ Forced Dual Custody	☐ Single Custody
Supplier Payments	☐ Forced Dual Custody	☐ Single Custody

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Product	Custody Settings	
Transaction Search	☐ Forced Dual Custody	☐ Single Custody
Treasury Information Reporting	☐ Forced Dual Custody	☐ Single Custody
Warehouse Lending Finance	☐ Forced Dual Custody	☐ Single Custody
WFED - Wells Fargo Electronic Deposit	☐ Forced Dual Custody	☐ Single Custody
Wells Capital Management	☐ Forced Dual Custody	☐ Single Custody
WellsOne Virtual Card Payments	☐ Forced Dual Custody	☐ Single Custody
WellsTAX Payments	☐ Forced Dual Custody	☐ Single Custody
WF Business Online Banking	☐ Forced Dual Custody	☐ Single Custody
Wires	☐ Forced Dual Custody	☐ Single Custody
Administration Settings	**Custody Settings**	
Add/Edit User	☐ Forced Dual Custody	☐ Single Custody
Password Reset	☐ Forced Dual Custody	☐ Single Custody
Hide Secret Question and Answer	☐ Forced Dual Custody	☐ Single Custody
Wires Limits and Authorizations	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit Company Preferences	☐ Forced Dual Custody	☐ Single Custody

CEO® Wires Set-up

☐ New ☐ Change

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

Cumulative Funds Transfer Daily Limit	Duplicate Check No. Of Days (Default - 10)	Default Wire Fee Assignment (select one)
$ _____		☐ Shared (Default) ☐ Beneficiary ☐ Originator
Value Date Roll Forward	**File Import (File Import and Payment Manager Import)**	**Get Rate**
☐ Yes ☐ No (Default)	☐ Yes (Default) ☐ No	☐ Yes (Default) ☐ No
Additional Approver Limits (Optional)		
☐ Wires $ _____	☐ Book Transfer $ _____	☐ Drawdown $ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing CEO 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, Intl & Federal Tax Payment)	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform	N/A - No Change	N/A - No Change

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Drawdown	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform	N/A - No Change	N/A - No Change
Book Transfer	☐ Templated Only ☐ Freeform Only ☐ Templated & 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 new and existing CEO Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) account in this section is required).

Account Number	Cumulative Daily Limit	Associated Application
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance

Optional Default User Limits

For companies choosing to utilize Default User Limits; complete all fields to specify optional default limits for users. Enter User information below and select the Apply Default Limits checkbox.

Application Type	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 *CEO* user) _____

User Settings

(For new and existing CEO 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: at least two (2) users are required for customers in Dual Custody. Or Select checkbox to apply Company default limits to this user) ☐

Get Rate		File Import	
☐ Yes	☐ No	☐ Yes	☐ No

Services	Type Allowed	Individual Create/Modify/ Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/ Delete Limit
Wire Transfer	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform					

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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
Book Transfers	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform					
Drawdowns	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform					

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

Account Number			**Account Number**		
Wires	☐ Create/Modify/Delete	☐ Approve/Reject	Wires	☐ Create/Modify/Delete	☐ Approve/Reject
Book Transfers	☐ Create/Modify/Delete	☐ Approve/Reject	Book Transfers	☐ Create/Modify/Delete	☐ Approve/Reject
Drawdowns	☐ Create/Modify/Delete	☐ Approve/Reject	Drawdowns	☐ Create/Modify/Delete	☐ Approve/Reject
Template Maintenance	☐ Create/Modify/Delete	☐ Approve/Reject	Template Maintenance	☐ Create/Modify/Delete	☐ Approve/Reject

Voice Wires Set-up

Type of Request: ☐ New ☐ Update Existing Information ☐ Delete Existing Information

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

1) _____ ☐ G/L ☐ DDA

2) _____ ☐ G/L ☐ DDA

3) _____ ☐ G/L ☐ DDA

Advice Information (additional fees apply for these services)

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

Mail Advice (this paper based 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 Advice for	Mail PINs to:
☐ PINs	

Authorized Callers (people authorized to initiate wires)

$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive & Non-Repetitive.

Authorized Callers First & Last Name	$ Limit	Phone Number including area code	Initiation Type
			☐ R ☐ B

Alternate Account to be Charged for Wire Fees

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

☐ DDA ☐ AU and G/L _____

Account Relationship Link

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

_____

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers first and last name	$ Limit	Phone Number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of Request - Select request type. (Refer to the reference guide for complete instructions.)

☐ **Account-specific Request**	☐ **Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account** – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	☐ **Blanket Company Level Approval** – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)

For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

Maximum Check Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

SERVICE: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: ☐ Add Service ☐ Change Amount ☐ Delete Service

Maximum Dollar Authorized Payment Amount: _____

Account Number(s): _____

Maximum Check Cashing Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

SERVICE: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: ☐ Add Service ☐ Change Amount ☐ Delete Service

Maximum Dollar Authorized Payment Amount: _____

Account Number(s): _____

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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 or Sweep services the following Customer Entities:

Customer Legal Entity Name(s)	Entity ID Type	Entity ID
	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 Bank's *Commercial Electronic Office*®, 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.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep*, Preferred Option.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (GFI Only)

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (GFI Only)

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased & Sold Agreement Option. (GFI Only)

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Money Market Mutual Fund Sweep

Customer elects the Wells Fargo Treasury Plus Money Market Fund - Class A - Fund 453 Option.

Customer elects the Wells Fargo Treasury Plus MMF- Service Class - Fund 454 Option.

Customer elects the Wells Fargo 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

Customer elects the Wells Fargo Government MMF Admin Class - Fund 947 Option.

Customer elects the Wells Fargo Government MMF Institutional - Fund 1751 Option.

Customer elects the Wells Fargo Government MMF Select Class - Fund 3802 Option.

Customer elects the Wells Fargo Treasury Plus MMF Institutional - Fund 793 Option.

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Service Documentation. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Commercial Electronic Office® (CEO®) - Dual Custody

Commercial Electronic Office® (CEO®) - Single Custody

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

Payment Manager® - Machine-to-Machine ("M2M")

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Payment Manager® - Value-Added Network ("VAN")

Payment Manager® - SWIFT® FileAct

Wells Fargo Gateway (API)

Voice

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

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

SWIFT®

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Service Documentation. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Commercial Electronic Office® (CEO®) - Dual Custody

Commercial Electronic Office® (CEO®) - Dual Custody with User Approve Own Entitlements

Commercial Electronic Office® (CEO®) - Single Custody

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Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Direct Origination - SWIFT® FileAct

Wells Fargo Gateway (API)

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

Payment Manager® - Machine-to-Machine ("M2M")

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Payment Manager® - Value-Added Network ("VAN")

Payment Manager® - SWIFT® FileAct

Third Party Service Provider

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

RTP Services

For detail on the applicable initiation method, refer to the language in the Service Documentation. The Initiation Method(s) and Security Procedure(s) Customer has elected for RTP are:

Wells Fargo Gateway (API)

Bill Manager Service

For detail on the applicable initiation method, refer to the language in the Service Documentation. The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Commercial Electronic Office® (CEO®)

E-Bill Express Service

For detail on the applicable initiation method, refer to the language in the Service Documentation. The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

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Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed Name of Authorized Signer	Phone
Signature	Date

Voice Wire Only - Submitter Information & Instructions

Submitter Name	Submitter Phone
Submitter E-mail	Submitter Fax

NOTE: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo Fax. File copies in your location's record-retention file.

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WELLS FARGO

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services ("Agreement"), the customer identified on the signature block ("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"). 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. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person(s) signing this Agreement the authority on Customer's behalf to (i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement 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 our *Commercial Electronic Office* portal. 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

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WELLS FARGO

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 (each, "Bank") provide you treasury management services ("Services"). "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. The Bank customer to which the Services will be provided is identified in the Acceptance. 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 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 at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this 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 an enhancement to a Service or other change requires a change to a Service Description, we will post an updated Service Description on the *CEO* portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after the 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 effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

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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.

   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 with respect to transactions occurring before the termination. 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 *CEO* portal 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 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. If you have refused to use any standard Security Procedure and elect a non-standard Security Procedure, then you must sign the Non-Standard Security Procedure Elections form.

7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. 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 payment order 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 payment order. "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 over our cost of sourcing the relevant currency. 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 payment order, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the payment order 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 payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. ***CEO* portal.**
   a. **Description of the *CEO* portal.** The *CEO* portal is our electronic banking portal that is accessed via the Internet. Your Authorized Agents (defined below) may use the *CEO* portal to access (i) Services in which you have separately enrolled (each, an "Accessed Service") and (ii) third-party sites we may make available through the *CEO* portal. We offer different channels through which you may access the *CEO* portal, 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 the *CEO* portal.** When you enroll in the *CEO* portal, 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 the *CEO* portal 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 the *CEO* portal, 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 the *CEO* portal.** We offer two options for administering the *CEO* portal: (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 the *CEO* portal. 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 the *CEO* portal if we determine such use:

i. Does not comply with any term applicable to the *CEO* portal,
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 the *CEO* portal. The posting of any Financial Information or any other information or data at the *CEO* portal is not a recommendation by us of any particular Service or transaction. 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.

10. Alerts.

a. **Non-subscribed alerts.** When you enroll in the *CEO* portal 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 payment order 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 and this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

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

WELLS FARGO

Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

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Introduction

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

Amendment

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

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

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

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

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

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

   "Subject to the termination provisions below, the initial term of this Agreement will commence on [Insert Start Date] and expire on [Insert End Date] ("Initial Term End Date")[, and this Agreement may be extended for not more than [Insert Number] additional one-year extension terms by your and our mutual consent]."

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

   "**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of [Insert State Where Customer is Located], without reference to its principles of conflicts of laws ("Governing Law")."

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

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

WELLS FARGO BANK, N.A.	**[INSERT CUSTOMER NAME]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A
Pricing for Specified Treasury Management Services
See Attached

WELLS FARGO

Commercial Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	**Account #2** _____ CoID _____ (Internal Use Only)
Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation- 40 characters max.)	**Title Line 1** _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation- 40 characters max.)
Optional Account Title Lines (40 characters max per line.)	Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (If applicable, enter DBA name on last available title line)	Title Line 4 _____ (If applicable, enter DBA name on last available title line)

II. Regulation GG Certification

Is the account holder, 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.

III. Authorized Account Signers

#1

_____ Signature _____ Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

#2

_____ Signature _____ Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

#3

_____ Signature _____ Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

#4

_____ Signature _____ Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

IV. Customer Acknowledgement & Agreement

On behalf of the customer, I hereby certify, by my signature below, that each of the individuals designated in Section III above as

(a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).

(b) an "Authorized Agent or Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the account(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

(c) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the account(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services. Additional information may be requested from all named Owners according to Wells Fargo's customer due diligence policies.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time, will govern the account(s).

Printed Name	Position/Title
Authorized Signature	Date

V. Taxpayer Certification

Please provide a copy of the most current version of IRS form W-9 or W-8. Tax forms are subject to review and withholding could apply if forms are incomplete or inaccurate.

☐ W-9 provided for U.S. Entity

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must belong to the Customer whose full legal name is provided in Section I, Title Line 1 and match the W-9 provided. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Form W-9 Part I instructions at www.irs.gov for additional information. For other entities, it is your employer identification number (EIN). The number provided below applies to all accounts listed on this signature card.

Social Security Number (SSN)	Employer Identification Number

☐ W-8 provided for non-U.S. Entity

Bank Use Only		
Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name	Submitter Phone #	

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Amendment to Commercial Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	**Account #2** _____ CoID _____ (Internal Use Only)
Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation- 40 characters max.)	**Title Line 1** _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation- 40 characters max.)
Optional Account Title Lines (40 characters max per line.)	Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (If applicable, enter DBA name on last available title line)	Title Line 4 _____ (If applicable, enter DBA name on last available title line)

II. Amendment to Authorized Account Signers-add:

#1 _____ _____
Signature Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

#2 _____ _____
Signature Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

#3 _____ _____
Signature Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

#4 _____ _____
Signature Printed Name

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Authorized Agent or Key Executive ☐ Owner

Banker must provide CIS customer number: _____

III. Amendment to Authorized Account Signers-delete:

#1 _____
Signer Name

#2 _____
Signer Name

#3 _____ #4 _____

Signer Name Signer Name

IV. Customer Acknowledgement & Agreement

On behalf of the customer, I hereby certify, by my signature below, that each of the individuals designated in Section II above as

(a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).

(b) an "Authorized Agent or Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the account(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

(c) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the account(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services. Additional information may be requested from all named Owners according to Wells Fargo's customer due diligence policies.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time, will govern the account(s).

Printed Name _____ Position/Title _____

Authorized Signature _____ Date _____

Bank Use Only

Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name	Submitter Phone #	

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Authorization Certificate

Depository Accounts and Treasury Management Services

The undersigned hereby certifies that he or she is the duly appointed authorized representative of _____

(Account holder's complete legal entity/company name), a _____ (description of Account holder's business entity type) ("Customer"), with authority to act on behalf of Customer, and that the following are true and correct resolutions duly adopted by Customer, in accordance with its formation and governing documents, and that these resolutions have not been in any way altered, amended or rescinded, and are now in full force and effect:

The undersigned further certifies that any one of the following named persons, whose signatures are set forth opposite their names (and titles, if applicable):

	Name	Title (if applicable)	Signature or Facsimile Signature[1]	Business Phone Number	Business Email Address
#1	_____	_____	X _____	X _____	X _____
#2	_____	_____	X _____	X _____	X _____
#3	_____	_____	X _____	X _____	X _____
#4	_____	_____	X _____	X _____	X _____
#5	_____	_____	X _____	X _____	X _____
#6	_____	_____	X _____	X _____	X _____

is individually authorized to, and to designate one or more other Customer officers, agents or employees (each such aforementioned person, officer or designee thereof is referred to herein as an "Authorized Representative") to: (a) open or close one or more deposit and/or securities accounts (the "Accounts") with Wells Fargo Bank, National Association ("Bank"); (b) execute and deliver in Customer's name such agreement(s) regarding the Accounts and the services related thereto as Bank may from time to time require; (c) authorize and execute transactions on the Accounts, including, without limitation, (i) signing checks and other instruments withdrawing funds from the Accounts, including those payable to cash or to persons who sign them, (ii) requesting funds transfers by Bank to and from the Accounts, (iii) entering into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts, and (iv) endorsing on behalf of Customer, and otherwise negotiating, checks and other items payable to Customer; (d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions; and (e) invest Customer's funds on such terms and conditions as such Authorized Representative deems appropriate.

Customer is authorized to enter into any other arrangements, agreements and documents with respect to any of Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by an Authorized Representative signing such agreements and documents.

Customer shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any partner, employee or agent of Customer provided that Bank believes, in good faith, that the same is done by a person authorized to so act.

The authority hereby conferred is in addition to that conferred by any other certificate heretofore or hereafter delivered to Bank and shall continue in full force and effect until Bank shall have received notice in writing from Customer of the revocation hereof. Any such revocation shall be effective only as to actions which are taken by Customer pursuant to the certifications contained herein, subsequent to Bank's receipt of such notice. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the execution of this certificate are hereby approved and ratified.

The undersigned further certify that the activities covered by the foregoing certifications constitute duly authorized activities of Customer; that said certifications are now in full force and effect; and that there is no provision in any document pursuant to which Customer is organized and/

[1] **Facsimile Signature/Logo.** *Customer authorizes the use of facsimile signatures/logos in connection with its agreements with and instructions to Bank if the facsimile/logo is provided on this form. Customer agrees its use of the facsimile/logo will be governed by Bank's Commercial Account Agreement.*

or which governs Customer's continued existence limiting the power of the undersigned to make the certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

ACKNOWLEDGED & AGREED TO:

By/Signature: _____

Printed Name: _____

(this individual must be a duly appointed representative of the TIN of record)

Title (if applicable): _____

Date: _____

Tax Identification Number of Customer: _____

(TIN of the Account holder as assigned by the IRS)

Public Funds Customers Only: Unless Customer otherwise specifically instructs Bank in writing, Bank will consider each of the Authorized Representatives listed above to be an "Official Custodian" as referenced in 12 C.F.R. 330.15 for the purposes of calculating Customer's deposit insurance coverage.

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WELLS FARGO

Commercial Depository Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Commercial Depository
- SafeVantage®

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The *SafeVantage* Service Setup Form (the "*SafeVantage* Setup Form"),
c. The Acceptance (which indicates your acceptance of the Service Documentation),
d. The Master Agreement (which contains terms and conditions applicable to all services),
e. The Account Agreement governing your account that you use for the Service ("Account"),
f. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
g. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Commercial Depository Service

1. **Description of services.** With the Service, you may:
   a. Order Cash we prepared and make such Cash available to your Agent at our cash vault, and
   b. Deliver currency, coin, checks and other negotiable instruments to our cash vault or Night Depositories for processing.

2. **Cash orders from our cash vault.**
   a. **Cash Requests.** You may make a Cash Request of a Cash Shipment. The Cash Shipment will be made available to your Agent in Cash Bags at our cash vault. We are authorized to act upon any Cash Request we receive in accordance with this Service Description, and which we believe in good faith has been made by one of your Authorized Representatives. We will have no obligation to verify, and will not be liable for our failure to verify or investigate, any Cash Request.
   b. **Making Cash available to your Agent.** We are authorized to make Cash Shipments available to any person we in good faith believe to be your Agent. We will have no further responsibility, and you assume all risk of loss for Cash made available to any such person. We will make Cash Shipments available only at the locations, on days, and during the hours published by us from time to time. We reserve the right to suspend the Service at any time without notice.

c. **Your Authorized Representatives.** You will promptly certify to us the identity of each Authorized Representative. You will give prior written notice to us of any change in the authority of any Authorized Representative. We will be fully protected in relying on each such notification and on your obligation to promptly notify us of any change in the status of the Authorized Representative. We will have a reasonable period of time to act after receiving such notification.

d. **Security procedures.** For requests made in writing or by fax, operator-assisted telephone call or transmission, a Customer ID assigned by us is required. For *CEO* requests, you must have Log-On Credentials. For touch-tone/automatic response telephone requests, a Passcode is required. Operator limits may also be required. It is your responsibility to establish internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, Log-On Credentials and Passcode(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. You will notify us immediately in the event a breach of security is suspected.

e. **Debit of Account.** On each Business Day that we make a Cash Shipment available to your Agent, we are authorized to debit your Account for the aggregate amount of the Cash Shipment. You will maintain collected balances in the Account sufficient at all times to fully cover any debit. We have no obligation to release a requested Cash Shipment or any portion thereof to your Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Cash Shipment when it is to be made available to your Agent. If you fail to specify your Account to us, we may debit any account which you maintain with us for the amount of a requested Cash Shipment.

f. **Packing slip; differences in shipment amount.** A packing slip will be included with each Cash Shipment which states:
   i. The aggregate amount of the Cash Shipment,
   ii. The overall number of containers included in the Cash Shipment, and
   iii. The number of containers delivered to your Agent for transmittal to you.

   For each Cash Shipment we make available to your Agent, you will notify us immediately in writing of any difference between the amount specified on the packing slip for that Cash Shipment and the amount, as counted by you, of the Cash Shipment. In the event that the difference cannot be resolved, our count of the amount of the disputed Cash Shipment will be conclusive and binding on you.

3. **Cash vault processing.** The following procedures will govern delivery of Deposit Shipments to our cash vault locations and our processing of such Deposit Shipments:
   a. **Delivery by your Agent.** You will deliver Deposit Shipments in Deposit Bags to one of our cash vaults via your Agent. You are responsible for making all arrangements with your Agent for delivery of Deposit Shipments, and you assume all risk of loss while a Deposit Shipment is in the possession of your Agent. We may accept Deposit Shipments from any person we believe in good faith to be your Agent. The delivery of a Deposit Bag to us or our receipt of it on a manifest will not be deemed proof of our receipt of the contents listed on the deposit slip contained in the Deposit Bag or your records. We will have no responsibility for any Deposit Bag or its contents delivered to one of our cash vaults until we accept the Deposit Bag in accordance with our procedures and we count the contents of the Deposit Bag.
   b. **Delivery procedures.** When you deliver a Deposit Shipment to our cash vault, you agree you (and/or your Agent) will do the following:
      i. Deliver Deposit Bags only at the locations, on the days, and during the hours published by us from time to time,
      ii. Properly endorse all checks and other negotiable instruments included in a Deposit Shipment,
      iii. Use only Deposit Bags approved by us that are properly secured,
      iv. At the time of delivery, your Agent will provide us with a delivery manifest which specifies the number of Deposit Bags you included in the overall shipment delivered to us, as well as the contents of each Deposit Bag,

v. Obtain the signature of our employee who accepts delivery on that portion of the delivery manifest which your Agent retains, and
vi. Retain a copy of the receipt or other document covering each Deposit Bag you deliver to your Agent for at least one year from the date of delivery.

You agree you will only use Deposit Bags for the deposit of Items. You will not use Deposit Bags in any unauthorized manner or for any unlawful purpose. As to any property other than Items included in a Deposit Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property.

c. **Cutoff Time; AccountDeposits.** If a Deposit Shipment is received at one of our cash vaults on a Business Day before the Cutoff Time for that cash vault, the total amount of the deposits in such Deposit Shipment will be credited on that Business Day to the Account specified on the deposit slip for that Deposit Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after the Cutoff Time, the total amount of the deposits in that Deposit Shipment will be credited to the Account on the next succeeding Business Day. We will not deposit any Items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Deposit Shipment.
d. **Processing of Deposit Shipments.** You authorize us to open each Deposit Bag, count the contents, credit the amount of Items to the Account with us indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with our customary procedures. All deposits are subject to verification, and our count of the Items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between you and us until the count has been completed and the deposit credited to the Account. You acknowledge that you have had an opportunity to have our applicable count and verification procedures explained to your Authorized Representative and agree that the same will be deemed commercially reasonable.
e. **Adjustment procedures.** If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is less than the amount reported on the deposit slip covering that Deposit Shipment, we will debit the Account specified on the deposit slip by such difference and report the difference to you. If that Account has an insufficient collected and available balance to cover the debit, we will debit any of your other accounts with us for the difference. You agree to promptly reimburse us for the difference (or any portion thereof) for which there are insufficient available balances in your accounts with us. If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is more than that reported on the deposit slip covering the Deposit Shipment, we will credit the Account specified on the deposit slip for the difference and notify you.

4. **Night Depository delivery and processing.** The following procedures will govern Night Deposits, and our processing of Night Deposits:
   a. **Night Depositories; issuance of keys.** You may make Night Deposits to your Account by placing the Items to be deposited into a Night Bag and then placing the Night Bags in the Night Depository. Each of your offices listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Branch. You will designate to us in writing the individuals to receive the key for each of your offices. We may require such individuals to sign a receipt for the keys they receive.

b. **Contents of Night Bags; deposit of Night Bags.** You agree that Night Bags will be used only for the deposit of Items, and will not be used in any unauthorized manner or for any unlawful purpose. If any property other than Items is included in a Night Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property. Each Night Bag must contain one or more deposit slips which:
   i. Lists all the Items contained in that Night Bag and their total dollar amount, and
   ii. Identifies your Account to which the dollar amount of the deposit is to be credited.

   At the time each Night Bag is placed in a Night Depository you agree to securely close each Night Bag, place it completely in the Night Depository and securely lock the Night Depository.

c. **Processing of Night Deposits.** We may open each Night Bag and remove its contents without you or any of your representatives present. The contents of each Night Bag will be processed in accordance with our standard procedures. The Cutoff Time for deposits made through the Night Depository may be different from that for deposits made at the teller line. You understand and agree that the contents of a Night Bag will not be credited to the Account, nor will the relationship between you and us be that of a debtor to a creditor with respect to any Item in a Night Bag, until we have accepted the Item for deposit into the Account after counting all the Items in the Night Bag and calculating the total dollar amount of all such Items.
d. **Counting and adjustments.** If your records regarding the total dollar amount of the Items in any Night Bag differ from our calculation of the total dollar amount of the Items in the Night Bag, you have the burden of proving that your records show the correct amount in the Night Bag or our total will be accepted as final. If there is a difference between our total and your total for the amount of Items in a Night Bag (as shown on the deposit slip(s) in the Night Bag), we will send you a statement indicating the amount of the difference. In the event that the difference cannot be resolved, our count of the dollar amount will be conclusive and binding on you.
e. **Claims of lost or stolen Items.** You agree that you will have total responsibility for each Night Bag and its contents until the Night Bag has dropped completely into a Night Depository. You agree to notify us immediately if you determine that any Night Bag or any Item in a Night Bag has been lost or stolen while at one of our Branches. You will have the burden of proving the amount of any Item which you claim was lost or stolen while it was at a designated Branch and that disappearance of the Item occurred while it was at the designated Branch.

5. **Special instructions.** You may notify us in writing of any special instructions relating to cash orders or deposits of Items at our cash vault or Night Depositories. We may at our option accept or reject the instructions and so notify you. Even if accepted, we may stop complying with the instructions upon prior notice to you if we believe continued compliance would increase our costs or risks, interfere with our established or revised procedures, or diminish the efficiency of our operations. You will be solely liable for any loss attributable to increased risk resulting from a special instruction.

6. **Further assurances.** You agree to do all acts we may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description. You agree to provide us with information we request regarding any Deposit Shipment, including any information necessary to file a Currency Transaction Report and to determine the source of any Cash or Items in a Deposit Shipment.

7. **Representations and warranties.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, you represent and warrant to us at the time of the delivery of each Deposit Shipment that:
   a. **Deposits for own account.** You make Deposit Shipments for your sole account and do not directly or indirectly make any Deposit Shipments on behalf of any other party, unless you have previously disclosed such party to us and we have approved such party in writing, in our sole discretion.

b. **No deposits from outside the United States.** You do not make Deposit Shipments from any source known, or which upon reasonable inquiry would be known to you, to be outside the United States.
c. **No business as a foreign exchange house.** You do not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.

8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.

9. **Termination of Services.** We may immediately terminate this Service in whole or in part in the event of your breach of any representation or warranty in section 7 (Representations and warranties). Otherwise, we may terminate this Service upon sixty (60) days prior notice to you.

10. **Survival.** Sections 2(e), 2(f), 3(d), 3(e), 4(d), 4(e), 6 and 9 will survive termination of this Service.

SafeVantage® Service

1. **Description of Service.** We make the *SafeVantage* Service available to you in connection with the Commercial Depository Service described above in this Service Description. With the *SafeVantage* Service, we will provide provisional expedited credit to you for the Cash currency properly deposited into the Equipment's currency acceptors. Following our receipt of a Safe Report, we will provide provisional expedited credit to your Account in the total amount set forth in such Safe Report. Credits will only be applied on Business Days in accordance with the *SafeVantage* Setup Form. Currency and other Items inserted using the manual envelope drop of the Equipment will not receive provisional expedited credit, and will be processed and credited in accordance with the cash vault processing procedures for the Commercial Depository Service, as described above in this Service Description.

2. **Conditions to provision of our *SafeVantage* Service.** As conditions to our provision of the SafeVantage Service:
   a. You must enter into a Vendor Agreement,
   b. We must agree that the Equipment is suitable and compatible, in our sole discretion, for the *SafeVantage* Service, and
   c. You must agree to use the Equipment in accordance with the Vendor Agreement and as instructed by us as necessary from time to time in connection with the *SafeVantage* Service.

   You acknowledge that we are not providing the Equipment and have no obligation or liability with respect to the Equipment or any service related thereto other than the *SafeVantage* Service.

3. **Ownership of Cash.** You agree that Wells Fargo-Owned Cash is our Cash currency and will not at any time be your property or the property of any other person, including your Agent. No person, other than us and our Representatives, shall have any possessory or ownership rights to Wells Fargo-Owned Cash under Section 362 or Section 541 of the U.S. bankruptcy code. You shall take all actions necessary, and all additional commercially reasonable actions that we request to ensure and evidence that Wells Fargo-Owned Cash remains our sole and exclusive property. You agree that neither you nor your Agent will commingle Wells Fargo-Owned Cash with Cash currency owned by another financial institution or any other person.

4. **Access to Cash.** You agree that physical access to Wells Fargo-Owned Cash will be restricted to:
   a. Your Agent solely for the purpose of performing services in accordance with the Vendor Agreement, and
   b. If applicable, a maintenance service provider solely for the purposes of providing routine maintenance services or repairs on the Equipment.

   You agree that we will, at all times, have control and immediate access to all Wells Fargo-Owned Cash by having : (1) the ability to recall any of the Wells Fargo-Owned Cash the same Business Day as the day of the request; and (2) unfettered and immediate access to the Wells Fargo-Owned Cash upon your financial distress as determined in our sole discretion. You agree to fully cooperate with us and our representatives in connection with our access to Wells Fargo-Owned Cash, including instructing your Agent to deliver Wells Fargo-Owned Cash to one of our cash vault locations if and as requested by us. You release us and our representatives (including without limitation any armored carrier engaged by us) from any and all Losses arising out of or related to our representative acting on our request or direction to access Wells Fargo-Owned Cash on our behalf and/or to deliver the Wells Fargo-Owned Cash to us, except to the extent any Losses arise from the gross negligence or willful misconduct of our representative. Our representative shall be a third party beneficiary of the release described above in this section.

5. **Risk of loss.** You are responsible for all risk of loss and liability for Wells Fargo-Owned Cash that is not at one of our cash vault locations, including but not limited to loss, damage or contamination of Wells Fargo-Owned Cash, theft or destruction of Wells Fargo-Owned Cash, malfunction of the Equipment or you, your Agent's or any of your representative's negligence or willful misconduct.

6. **Adjustments.** If the total amount of the Cash currency processed and verified for a Safe Report is less than the amount reported for such Safe Report, we may debit the Account without notice to you. If the Account has insufficient funds to cover the debit,we may debit any of your other accounts with us for the difference, and you agree to promptly reimburse us for the difference (or any portion thereof) upon our demand, without setoff or counterclaim. If the total amount of the Cash currency processed and verified for a Safe Report is more than the amount reported on such Safe Report, we will credit the Account for the difference without notice to you. If your Vendor Agreement provides any guarantees or other protection for the contents of the Equipment including Cash currency deposited through the currency acceptors, we reserve the right to require you to file a claim with such vendor before making any claim against us.

7. **Reimbursement.** Unless it results solely from our negligence or willful misconduct, you will reimburse us for Losses we incur from (a) providing the SafeVantage Service to you in accordance with this Service Description, or (b) an action you ask us to take in connection with the SafeVantage Service and this Service Description. You authorize us to recover any such amount by debit to your accounts with us or our affiliates.

8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.

9. **Survival.** Sections 3 - 7 will survive the termination of the SafeVantage Service.

10. **Notice.** You agree to provide us immediate notice of any default or breach of the Vendor Agreement by you or the vendor or termination of the Vendor Agreement.

11. **Termination.** Either party may terminate the *SafeVantage* Service in accordance with the terms of the Master Agreement. In addition, if the Vendor Agreement is terminated for any reason, the *SafeVantage* Service will automatically terminate, unless otherwise agreed by you and us.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Agent means an armored car service approved by us or, in Alaska only, the U.S. Postal Service, in each case, acting as your agent.

Applicable Law is defined in section 3 of the Master Agreement.

Authorized Representative means (a) any person you authorize us to communicate with regarding authorization codes or other security procedures for this Service; (b) your Agent authorized to accept delivery of Cash; and (c) where applicable, the persons who are authorized users of this Service.

Branch means one or more of our branch locations listed on our Night Depository Set-up Form.

Business Day means every day except Saturday, Sunday and federal holidays.

Cash means U.S. denominated currency and coin.

Cash Bag means bags or other containers into which Cash Shipments are placed.

Cash Request means a request you make to us in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, fax, or our *Commercial Electronic Office® (CEO®)* portal for a Cash Shipment in the amount you specify.

Cash Shipment means shipments of Cash in Cash Bags in accordance with this Service Description.

Currency Transaction Report is defined in the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time.

Customer ID is a unique identifier given to you by us for each of your locations enrolled in the Service.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Deposit Bag means bags or other containers into which Deposit Shipments are placed.

Deposit Shipment means your delivery of Items in accordance with this Service Description.

Equipment means certain units of safes provided by vendors, in each case, acceptable to us.

Items mean, collectively, Cash, checks and other negotiable instruments properly endorsed by you.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Night Bag means disposable bags used for Night Deposits.

Night Deposit means your delivery of Items to our Night Depositories in accordance with this Service Description.

Night Depository means the night depository receptacle at one of our Branches.

Night Depository Set-up Form means the form required to be completed to receive key(s) to access the Night Depository.

Passcode means a code established to access our Telephony Interface Unit via the telephone number we provide to you.

Safe Report means a transmission report from any unit of Equipment stating the amount of Cash currency inserted into the Equipment's currency acceptors.

Vendor Agreement means a valid and binding agreement with a vendor, acceptable to us, for the provision of the Equipment.

Wells Fargo-Owned Cash means all Cash currency located in the Equipment and the amount of Cash currency removed from the Equipment for delivery to us by your Agent, in each case, for which we have given you provisional expedited credit.

Check Collections Service Description

Treasury Management Services

November 8, 2019

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Table of contents

03 Introduction

03 Services

03 Returned Item Service

06 Wells Fargo Remote Deposit Capture and Image Delivery

Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Company under this Service Description. "Company" is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance").

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates Company's acceptance of the Service Documentation),
c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") Company uses in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

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

Services

Returned Item

1. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include:
   a. Special Instructions regarding the handling of Company's Returned Items (section 3);
   b. Returned Item Decisioning through Bank's *CEO®* portal (section 4);
   c. Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 5-10);
   d. Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 11-14);
   e. Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and
   f. Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

2. **Rules applicable to Bank's Returned Item Services.** Bank will provide the Services to Company in accordance with:
   a. The Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
   b. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.

3. **Special Instructions Service.** When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.

4. **Returned Item Decisioning Service.** When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO®* portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO®* portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.

5. **Electronic Returns Service.** When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.

6. **Authorization.** Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.

7. **Rejected entries.** In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.

8. **Representment/returned check fees.** Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representment/returned item fee or similar fee.

9. **Provisional credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.

10. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (b) any action Company asks Bank to take in connection with Bank's Electronic Returns Service.
11. **Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depositary bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.

12. **Relation of multiple endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depositary bank; (b) the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depositary bank; and (c) the endorsement placed on each Deposited Item by the depositary bank may or may not obscure, in whole or in part, the centralized returns endorsement.
13. **Delayed returns; lost instruments; liability; indemnification.** With respect to where to return checks, 12 CFR §§229.30(g) and 229.31(g), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depositary bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such indemnified party in connection with the delay in the return of any Item deposited to Company’s account at another financial institution .
14. **Bank's right to chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.
15. **Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 13 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service. ited to Company's Account at Bank or at another financial institution.
16. **Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company’s Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.

17. **Company's agreement to indemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
    a. Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
    b. The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;
    c. A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description ; and
    d. Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.
18. **Survival.** Sections 5, 6, 8, 13, 15 and 17 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture and Image Delivery

1. **Description of service.** The Service enables Company to create or process Electronic Checks from eligible paper checks and transmit the Electronic Checks in an electronic file ("Electronic File") to Bank for review and processing for credit to Company's deposit account at Bank ("Account") in accordance with this Service Documentation. An "Electronic Check" means an electronic image of, and electronic information derived from, an eligible U.S. Dollar paper item or check that conforms to ANSI X9.100-187. Bank's Reference Guide for the Service lists eligible U.S. Dollar checks (and ineligible checks). For each Electronic Check Bank determines is eligible for processing, Bank will:
    a. Create a substitute check conforming to ANSI X9.100-140 that Bank will present directly or indirectly to the bank (a) on which the original paper check to which the Electronic Check relates is drawn, or (b) at or through which the original paper check is payable (each, the "Paying Bank");
    b. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
    c. Post or present any Electronic Check for which Bank is the Paying Bank.
2. **Creating or processing Electronic Checks and transmitting Company's Electronic File to Bank.** To create or process Electronic Checks and transmit Company's Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (b) Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Checks and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Checks payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Checks payable to customers of Company or Bank.
3. **Processing Company's Electronic File.** Bank will review each Electronic Check and process the Electronic Checks Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.

4. **Exception Checks.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Checks Bank determines are ineligible for the Service (each, an "Exception Check"). "Exception Check" includes without limitation an Electronic Check that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Check, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, (d) fails to conform to ANSI X9.100-187, or (e) any Electronic Check other than one described in (a), (b), (c), or (d) of this section 4 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Check through Bank's Commercial Electronic Office® service or other communication channel at Bank's discretion. Company will deposit an Exception Check to Company's Account only by depositing the original Paper Check to which the Exception Check relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Check when Bank processes the Electronic File that includes the Exception Check, the substitute check or purported substitute check Bank creates from the Electronic Check may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Check will not limit Company's obligations to Bank under section 8.
5. **Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Check for deposit to Company's Account (other than any Exception Check) (a) on the Business Day Bank processes the Electronic Check (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Checks will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time. If an Electronic Check or substitute check is dishonored by a Paying Bank, Company acknowledges and agrees that Paying Bank may create and return to Company or its customers a return substitute check conforming to ANSI X9.100-140 in lieu of the originally presented Electronic Check or substitute check. Company acknowledges and agrees that if Bank receives a notice of nonpayment from Paying Bank with respect to an Electronic Check or substitute check presented for payment, Bank has no obligation to provide this notice to Company or its customers.
6. **Third-party processors.**
    a. **General.** This section contains additional terms applicable when Company is a third-party processor. Company is a "third-party processor" when it uses the Service either to (a) create and process an Electronic Check on behalf of a customer or (b) process an Electronic Check one of its customers has created and transmitted to Company.
    b. **Prerequisites for acting as a third-party processor.** Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of customer (consumer or business). As part of Company's due diligence, at time a customer initially opens an account with Company, Company will obtain the customer's name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program, (b) establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in its Anti-Money Laundering Program and (c) suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Checks and maintaining the security of original Paper Checks; (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Checks for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer's business.

c. **Risk parameters; ongoing monitoring.** For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis and take appropriate actions with respect to the customer's account with Company, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company's Electronic File but Company is solely responsible for monitoring its customer's Electronic Checks.

7. **Company's representations and warranties.** Company represents and warrants to Bank Company will:
   a. Use the Service only for eligible paper checks payable to or endorsed for deposit by Company or its customers (unless Bank expressly agrees otherwise);
   b. Transmit to Bank only Electronic Checks suitable for processing including without limitation legible Electronic Checks containing machine-readable MICR data;
   c. Not transmit to Bank any Electronic Check that duplicates an Electronic Check previously transmitted to Bank or that did not originate as an eligible paper check;
   d. Maintain control over and sole responsibility for secure retention and destruction of each original eligible paper check for which Company or one of Company's customers has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper check throughout the transmission flow and while in storage) and properly secure all hardware Company uses in connection with the Service at all times;
   e. Not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper check with respect to which Company has transmitted an Electronic Check to Bank, unless Bank has notified Company that the Electronic Check is an Exception Check;
   f. If Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Check payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Check payable to multiple customers of Bank; an
   g. If Company is a third-party processor as set forth in section 6 of this Service Description, comply with section 6 of this Service Description.

8. **Company's agreement to indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 8, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:
   a. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper check for which Company has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
   b. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
   c. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check, an Exception Check or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
   d. Bank posting or presenting an Electronic Check for which Bank is Paying Bank or presenting an Electronic Check to the Paying Bank for payment.

e. Company will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows:

i. Bank warrants to a warrantee that (i) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was 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 ("Image Quality Warranty") and (ii) 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 substitute check, such that the warrantee will be asked to make payment based on a check it has already paid ("No Double Debit Warranty"). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable.

ii. Through Bank's providing the Service to Company, Bank is required to indemnify a depository bank that accepts the original paper 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 any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

iii. If Bank transfers or presents an "electronically created item" and receive settlement or other consideration for it, Bank is required to indemnify 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 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 item or to the payee stated on the item; or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

9. **Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 7 or 8 of this Service Description.

10. **Additional controls on Company.**

a. **General.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal controls at Company's locations, (b) periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.

b. **Company's Internal Controls.** Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect to such internal controls.

c. **Company's Consumer Complaints.** Bank may upon reasonable prior notice to Company request information about:

   i. Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"),

   ii. The number of consumer complaints Company received in the prior calendar quarter, and

   iii. The then current status of each consumer complaint.

11. **Survival.** Sections 7 and 8 of this Service Description will survive termination of the Service.

WELLS FARGO

Electronic Receivables Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:

- E-Bill Express Service
- E-Box Service
- 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 *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

E-Bill Express Service

1. **Description of services.** 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 SOW to which you and us agree to 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 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.

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 *CEO*. 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 *CEO*. 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.

WELLS FARGO

Lockbox Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The 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 our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

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 discrepencies 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.

3. **Decisioning module.** If you elect to use our Decisioning Module for the Service, you can send us processing instructions through the CEO portal 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 the CEO portal 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 the *CEO* portal 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 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 intradayimages.

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.

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.

WELLS FARGO

ACH and Related Services Service Description

Treasury Management Services

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Table of contents

03 Introduction

03 Services

03 ACH Origination Service

06 Cash Concentration Service

07 ACH Fraud Filter Service

08 *Perfect Receivables*® Service

08 *WellsTAX*® Payments Service

10 Glossary

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination Service
- ACH Fraud Filter Service
- Cash Concentration Service
- *Perfect Receivables*® Service
- *WellsTAX*® Payments Service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.

2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.

4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator, or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.

5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.

6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.

7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses or damages we incur.

8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.

9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.

10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.

11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.

12. **Indemnification.** WWe indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.

13. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.

14. **Survival.** Sections 3, 5, 6, 8, 9, 12 and 13 will survive termination of this Service.

Additional Terms and Service options

15. **International Entries.** This section contains additional terms that apply when you originate International Entries.
    a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
        i. The laws and payment system rules of the receiving country of your International Entry,
        ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
        iii. The ACH Rules.

    If there is a conflict among these three areas, they will govern in the order listed above.
    b. **Currency conversion.** With respect to International Entries we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
    c. **Acts or omissions of third parties.** We will not be liable for:
        i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
        ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.

16. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender.
    a. **General.** Prior to originating any Entry on behalf of each customer or upon our request, you will:
        i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether your customer is also a Third-Party Sender,

ii. Timely provide us with information we require for purposes of our registration of you or your customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and supplemental Registration information requested by us, and

iii. Upon our request, obtain our written approval to originate or continue to originate Entries for that customer (which we may rescind upon written notice to you), and

iv. Enter into a written agreement with that customer in which that customer agrees:

1. To assume the responsibilities of an Originator under the ACH Rules and to be bound by the ACH Rules,
2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control,
3. To grant us ongoing access to audit the customer and any ACH Entry that it has transmitted to you for transmission to us, and
4. That we may at any time refuse to process an ACH Entry for that customer.

b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you or your customer as a Third Party Sender.

c. **Representations and warranties.** With respect to each of your customers for which you are originating transactions through us, you represent and warrant to us that you have conducted the appropriate due diligence to determine that:

i. Each customer is engaged in a legitimate business, and
ii. The type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business.

d. **Ongoing monitoring.** You will use reasonable commercial standards to monitor each customer's business and transactions on an ongoing basis, and notify us promptly if you identify any unusual activity by your customer. You will take appropriate actions with respect to the customer, including refusing to originate Entries for your customer.

17. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.

18. **MICR-split processing service.**
    a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check ("PAC") using the debit Entry data you provided. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.
    b. You represent and warrant to us that:
        i. You have the appropriate authorization from each person owning the Receiver's account shown in the debit Entry data, which remains effective when we issue the PAC, and
        ii. You are not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

19. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.
    a. **Options.** You can choose from the following options:
        i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.

ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.

b. **Representations and warranties.** With respect to each debit Entry we originate on your behalf, you represent and warrant to us that:
   i. The debit Entry is authorized,
   ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
   iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.

c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.

d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
   a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
   b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
   c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.

2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
   a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
   b. **Post option.** All Echecks will automatically post without your review.
   c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.

3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.

4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

Perfect Receivables® Service

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.

2. **WPIC restrictions.**
   a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
   b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
   c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.

3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.

4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
   a. That does not contain all of the required information specified by us,
   b. If we suspect that you are not entitled to the Remittance,
   c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
   d. If you are in default under this Service Description or any other Service Documentation.

5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.

6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

WellsTAX® Payments Service

1. **Description of service.** With this Service, you can use our *CEO*® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.

2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.

3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.

4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.

5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.

6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.

7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.

8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.

9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.

10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended or reversed.

11. **Records, information and audits.** You will verify the accuracy of all records and information regarding the Service or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
    a. Any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or
    b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.

12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) 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.

***CEO*® portal** means our Commercial Electronic *Office*® portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.

WELLS FARGO

Addendum to ACH Origination Service Description for State Tax Refund Return Opt-in Program Participants

1. **Introduction.** This Addendum to ACH Origination Service Description for State Tax Refund Return Opt-In Program Participants ("Addendum") applies to Company in connection with its use of the ACH origination service ("Service") pursuant and subject to the terms of the Service Documentation, including the ACH Origination Service Description ("Service Description"). If there are any conflicts between this Addendum and the Service Description, this Addendum shall control. Any capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in the Service Description or the ACH Rules, unless otherwise indicated.

2. **Description of Program Services**. Company has agreed to participate in the State Tax Refund Return Opt-In Program ("Program") offered by NACHA—The Electronic Payments Association ("NACHA"), through which participating RDFIs can submit Return Entries to Company under operating rules adopted specifically for the Program. In connection with Company's participation in the Program, Company has requested that Bank enter into a State Tax Refund Return Opt-In Program ODFI Agreement with NACHA ("ODFI Agreement"). The ODFI Agreement permits Bank, as ODFI for Company, to receive Return Entries transmitted under an R17 return reason code in accordance with the operating rules adopted for the Program and the ACH Rules (collectively, "Program Rules"). Bank will provide "Program Services" under this Addendum in accordance with its obligations under the ODFI Agreement. In the event of a conflict among the foregoing requirements, the following order of precedence shall apply: (1) the ODFI Agreement; (2) the Program Rules; and (3) the ACH Rules.

3. **Program Returns**. Bank will receive R17 Return Entries on behalf of Company in accordance with the Program Rules. Company understands and agrees that Bank is otherwise permitted to dishonor R17 Return Entries in accordance with the ACH Rules, and that it is Company's responsibility to notify Bank of Program Entries that should be dishonored, in accordance with the time limits set forth in the ACH Rules. Company understands and agrees that all Program Returns (as defined in the Program Rules) may be transmitted for up to 60 days following the Settlement Date of the original Entry. If a Participating RDFI wishes to transmit a Program Return after 60 days from the Settlement Date of the original Entry, the Participating RDFI must contact Bank to obtain permission for a late Program Return and Bank shall accept or deny the late Program Return request at its sole discretion. Company understands and agrees that it is the Participating RDFI's responsibility to provide Bank with the appropriate subcode specifying the nature of each Program Return.

4. **Program Information.** In accordance with the requirements of the Program Rules, Company understands and agrees that Bank is permitted to share information with NACHA regarding Company's participation in the Program, including but not limited to transaction volumes.

5. **Indemnification**. Bank shall have no liability for the acceptance of any Program Return in accordance with this Addendum and the ODFI Agreement. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to its performance of the Program Services.

6. **Termination**. In addition to the termination provisions contained in the Master Agreement and Service Description, Bank may terminate this Addendum immediately upon notice to Company if it receives notice of termination of the applicable ODFI Agreement.

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WELLS FARGO

Wire Transfer Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("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:
- Wire Transfer

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Wire Transfer Service

1. **Description of service.** With this Service you can instruct us to transfer funds by wire. You agree to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws and regulations of the receiving country of the transaction.

2. **Preparation of payment orders; processing schedules.** You will prepare each Payment Order according to guidelines we separately make available from time to time. You will use the applicable Security Procedure when you send a Payment Order to us.

   We will execute each Payment Order in accordance with our then current processing schedule and any accompanying instructions you include regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by us when we have verified it in compliance with the Security Procedure.

   a. If we receive a Payment Order after our Cutoff Time on any Business Day, we will treat the Payment Order as having been received before our applicable Cutoff Time on our next Business Day.
   b. If we execute your Payment Order by sending instructions to another financial institution, we may send the Payment Order by any transmission method and by any route we in our sole discretion consider reasonable.

3. **Inconsistency in name and number.**
   a. If a Payment Order describes the person to receive the funds under the Payment Order both by name and identifying number, we or another financial institution through which the Payment Order is routed may rely solely on the identifying number to identify the person, even if the number identifies a person other than the one named.
   b. If a Payment Order describes a financial institution both by name and identification number, we or another financial institution through which the Payment Order is routed may rely solely on the identification number to identify the financial institution, even if the identification number refers to a financial institution other than the one named.

4. **Authorization to pay.** You authorize us to:
   a. Execute any Payment Order we verify in accordance with the applicable Security Procedure, and
   b. Debit the account specified in the Payment Order even if a debit results in an overdraft on the execution date. If no account is specified, we will debit your Account or any other of your account(s) with us or one of our affiliates.

   You will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

5. **Your duty to report erroneous or unauthorized transfer instructions.** You will exercise reasonable care to:
   a. Determine whether a Payment Order accepted by us was either erroneous or not authorized, and
   b. To notify us of the relevant facts within a reasonable time not exceeding 14 days after we notify you that the Payment Order was accepted or that the Account was debited for the Payment Order, whichever is earlier.

   If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your account or because of any other discrepancy in the notice.

6. **Rejected payment orders.** If a Payment Order is rejected for any reason, we will attempt to notify you promptly so you can cure the defect. However, we will have no liability to you for a rejected Payment Order or any loss resulting from our delay or failure to notify you.

7. **Cancellation, amendment, reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by you, except we may, at your request, make an effort to cancel, amend or reverse a Payment Order without incurring any liability for our failure or inability to do so.

8. **Drawdown requests.** A “drawdown request” is an instruction from you to another depository institution to debit:
   a. An account at that institution and transfer the funds to us (an “outgoing drawdown request”), or
   b. The Account and transfer the funds to that institution (an “incoming drawdown request”).

   In this Service description, “Payment Order” includes drawdown requests. We may execute an incoming drawdown request that conforms with instructions we receive through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided those instructions are not inconsistent with instructions you separately provide in writing. The authority to execute the incoming drawdown request will continue until we receive your express written notice that such authority is revoked and have a reasonable time to act on it.

9. **Limitation of liability.** We will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after we have received confirmation of the effective cancellation of the Payment Order and we are in free possession of the funds debited or earmarked in connection with the Payment Order. If we are notified the beneficiary bank did not credit the Account for the full amount stated in a Payment Order, our sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency.

   If we execute a Payment Order that is more than the amount stated in the Payment Order, to the extent you do not receive the benefit of the full amount of the Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, our liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth our complete liability for a Payment Order issued or received under this Wire Transfer Service description.

10. **Survival.** Sections 5, 6, 7 and 9 will survive the termination of the Services.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

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.
Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.
Master Agreement means the Master Agreement for Treasury Management Services.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Wire Transfer Services Customer Setup Form and Agreement

Part I – Setup Information

Treasury Management Customers
Complete Part I and sign as provided in Part III. The information in this setup form and your separate treasury management documents relating to wire transfers govern your use of Wells Fargo's wire transfer service.

All Other Customers (including consumers and non-Treasury Management business customers)
Complete Part I, review the Wire Transfer Services Agreement in Part II, and sign as provided in Part III.

Type of Request: ☐ New ☐ Update Existing Information ☐ Delete Existing Information

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

For additional accounts attach a signed listing with notation of Customer's name and the additional account numbers. Check the appropriate box for each account number to identify the account type.

1) ☐ DDA ☐ G/L	2) ☐ DDA ☐ G/L	3) ☐ G/L ☐ DDA	4) ☐ DDA ☐ G/L
5) ☐ DDA ☐ G/L	6) ☐ DDA ☐ G/L	7) ☐ G/L ☐ DDA	8) ☐ DDA ☐ G/L
9) ☐ DDA ☐ G/L	10) ☐ DDA ☐ G/L	11) ☐ G/L ☐ DDA	12) ☐ DDA ☐ G/L

B. Advice Information (additional fees apply for these services)

For Fax or Email Notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper based service is no longer available to add) ☐ Delete Mail Advice

C. Authorized Callers (people authorized to initiate wires)

$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.
Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R = Repetitive / B = Both Repetitive & Non-Repetitive.

Authorized Callers first & last name	**Caller**	**$ Limit**	**Phone Number** including area code	**Initiation Type √** **R**	**B**
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐

D. OPTIONAL Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Verify Orders exceeding: $ _____

Authorized Approvers first & last name	**Approver**	**$ Limit**	**Phone Number** including area code
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	

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Authorized Approvers first & last name	**Approver**	**$ Limit**	**Phone Number** including area code
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	

E. Alternate Account to be Charged for Wire Fees (Available to Business and Wealth Private Banking customers ONLY)

List account only if wire fees are to be assessed to this account for the accounts listed in Part I-A.

☐ DDA ☐ AU and G/L _____

Part II - Wire Transfer Services Agreement

1. Introduction. This Wire Transfer Services Agreement ("Agreement"), along with the account agreement applicable to the account used in connection with the wire transfer services ("Account"), govern your use of Wells Fargo's wire service. With this service, the Wells Fargo customer identified in this Agreement ("you" or "your") can instruct Wells Fargo Bank, N.A. ("Wells Fargo") to transfer funds by wire from the Account ("Order").

2. Security Procedure

2.1. General. You agree to use the security procedure described in this Section ("Security Procedure") when you request an Order (except for an Order delivered to Wells Fargo in person by you or your authorized representative). The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Wells Fargo in compliance with the Security Procedure.

2.2. Voice Initiated Orders. Wells Fargo's standard Security Procedure for a voice-initiated Order consists of confirming the personal identification number ("PIN") accompanying an Order corresponds with a valid PIN assigned to you, and confirming the voice print provided when placing an Order matches the print registered on file for that PIN holder. A PIN and voice print are required for all voice-initiated transfers.

2.3. PIN. Each person authorized to initiate and/or approve Orders for you will be issued a unique PIN. PINs are computer-generated and you cannot choose your own PIN. Wells Fargo employees do not have access to PINs. You agree to safeguard any PIN assigned to you. You must supply the PIN each time you initiate an Order. PINs are issued via a two-part, confidential mailer sent to you. If lost or forgotten, Wells Fargo cannot reconstruct PINs. For your protection, if you suspect a PIN has been compromised, or if an authorized person is no longer authorized, immediately notify Wells Fargo Wire Transfer Services at 888-384-8400. Wells Fargo, in its sole discretion, may cancel or reissue any PIN it believes may have been compromised, including, without limitation, a PIN that has never been acknowledged as having been received and any PIN that has been used by anyone other than the intended authorized user.

2.4. Identify Authorized Persons. You will notify Wells Fargo in writing of the identity of each individual authorized to receive information regarding the Security Procedure. You will promptly notify Wells Fargo in writing of any change in an authorized individual. Your notice will be binding on Wells Fargo if it is received in a time and manner that gives Wells Fargo a reasonable opportunity to act on it. Wells Fargo will be fully protected in relying on your notices.

2.5. OPTIONAL Verify Callback Service. If you select this optional fee-based service by providing the information requested in Section D of Part I, it will become part of your Security Procedure. Wells Fargo will make at least one attempt to telephone an individual authorized to approve wires other than the initiator (an "Authorized Approver") to verify the voice-initiated non-repetitive wire transfer order is authorized when the amount of the wire exceeds the wire transfer order limit designated in Section D of Part I. You may designate a limit up to which an Authorized Approver may authorize an order. A PIN is required to authenticate each Authorized Approver. If Wells Fargo is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.

3. Inconsistency of Name and Number. If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. ***You further acknowledge the beneficiary account number or beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.***

4. Responsibility of Wells Fargo. Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.

5. Additional Actions by Wells Fargo. Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo's sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action.

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6. Liability. Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services specified in this Agreement. For Orders subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Wells Fargo will be liable to you only for damages required to be paid under UCC 4A. For Orders not subject to UCC 4A and for other obligations under this Agreement, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing or failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.

7. Indemnification. You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or connected with the performance of any wire transfer service under this Agreement. This indemnification will survive the termination of this Agreement.

8. Cancellation, Amendment, Reversal. An Order will be final and not subject to cancellation, amendment or reversal by you, except Wells Fargo may, at your request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

9. Your Duty to Notify Wells Fargo of Unauthorized Activity. If you identify any discrepancies in your account setup (including repetitive wire transfer templates), please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or that your Account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting that Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.

10. Fees and Taxes. You agree to pay Wells Fargo's current wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request. You also agree to pay amounts equal to any applicable taxes on these wire transfer services (exclusive of taxes based on net income of Wells Fargo).

11. Currency. An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"). Wells Fargo makes money when it converts one currency to another currency for you. The exchange rate provided to you is set by Wells Fargo in its sole discretion, and it includes a markup over Wells Fargo's cost of sourcing the relevant currency or currencies. The markup may be based on several factors, including without limitation costs incurred, market risks, services rendered, the client relationship, the transaction and our desired return.

The exchange rate Wells Fargo provides to you may be different from exchange rates you see online, in publications, at other banks or other foreign exchange providers. Also, different customers may receive different exchange rates for transactions that are the same or similar. The exchange rate may depend on the type of transaction being conducted, the dollar amount, type of currency, the date and time of the exchange and/or the factors noted above. The foreign exchange market is dynamic, so exchange rates can change rapidly. If you delay executing a transaction, the exchange rate may change and could even be significantly different. Wells Fargo reserves the right to refuse to process any request for a foreign exchange transaction.

Wells Fargo will not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at Wells Fargo's buying rate for exchange at the time the cancellation of the Order is confirmed by Wells Fargo.

12. Term and Termination. This Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.

13. Amendments to Agreement. Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the wire transfer service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.

14. Governing Law; Rules and Regulations. Our rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.

15. Notices; Receipt of Confirmations. If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.

16. Miscellaneous. Wells Fargo's waiver of any term of this Agreement will not constitute a waiver of any other term or impair any of its rights if you breach this Agreement. You agree not to assign your interest in this Agreement to anyone else. If any provision of this Agreement is determined by a court to be invalid, it will not affect the validity of any other provision. In interpreting this Agreement, the headings will not be considered a substantive part of this Agreement. Unless the context requires otherwise, terms not defined in this Agreement have the meanings, if any, provided in UCC4A. This Agreement and any applicable account agreements constitute our entire Agreement with respect to the matters they cover and supersede all prior oral or written communications between us regarding such matters. In the event of conflict between a provision of this Agreement and any other agreement you may have with Wells Fargo (including without limitation, any account agreement between us), the terms of this Agreement will govern the subject matter of this Wire Transfer Agreement.

17. Additional Terms Governing Outgoing Consumer International Wires

17.1. General. This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, an "Outgoing Consumer International Wire"). This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this Section and a provision in the rest of this Agreement or in the agreement governing your Account, the provision in this Section will control.

17.2. Disclosures and Receipts. Prior to sending an Outgoing Consumer International Wire, Wells Fargo will disclose to you, by telephone, the amount that will be transferred to the Beneficiary, a description of any fees and taxes imposed by Wells Fargo, the total amount of the transaction, the exchange rate to be used, the amount to be transferred in the Foreign Currency, a description of any fees and taxes to be applied by any other person to the extent known by Wells Fargo, and the amount that will be received by the Beneficiary. Wells Fargo will mail a receipt for an Outgoing Consumer International Wire within 30 days after payment is made for the Outgoing Consumer International Wire.

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17.3. Liability. Wells Fargo is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, Wells Fargo will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Wells Fargo's agent. In no event shall Wells Fargo have any liability for any indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages.

17.4. Cancellation. You may cancel an Outgoing Consumer International Wire for a full refund within 30 minutes of completing a transaction. To cancel, call the cancellation phone number provided to you at the time of your request.

17.5. Error Resolution. In the event that you believe an error has occurred with respect to an Outgoing Consumer International Wire, you must notify Wells Fargo no later than 180 days after the "Availability Date" (the date when funds will be available to the Beneficiary) disclosed to you by contacting us at 1-888-384-8400 or by mailing Wells Fargo at the address shown in Wells Fargo's then current fee schedule or to such other address as Wells Fargo may from time to time direct. If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and

(d) the error or problem with the wire transfer, and why you believe it is an error or problem.

17.6. Governing Law. An Outgoing Consumer International Wire is a "remittance transfer" as defined in Regulation E, Subpart B, and will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of UCC4A, without regard to its conflict of laws principles.

Part III – Agreement and Approval

Customer Approval - Signatures as required by Certificate of Authority or the Signature Card.

Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.

Legal Name as it appears on your Account	Customer's Primary Phone No.

Mailing address for PINs and mail advice including City, State, and zip code. (If blank, items will be mailed to address on primary statement mailing address.)

Printed Name of Authorized Signer		Printed Name of Authorized Signer	
Signature	Date	Signature	Date

Bank Approval - Forms submitted without Customer and Banker signatures or older than 90 days will be returned unprocessed.

Customer's 1st ID	ID Type	ID Number	Issued by State/Country	Expiration Date
Customer's 2nd ID	ID Type	ID Number	Issued by State/Country	Expiration Date

Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC

Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.	Document Prepared by & phone # (in case of questions about this setup)

Banker/Officer's Printed Name	Banker/Officer Signature — Required	Date

Once the customer's approval/signature is received on the form, the Banker/Relationship Manager must approve/sign the form, then fax to 866-922-6202, or email to imgwiresetups@wellsfargo.com. The form must be submitted from a valid Wells Fargo Fax or email address. File copies in your location's record retention file.

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Faster Payments Service Description

Treasury Management Services

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Table of contents

03 Introduction

03 Services

03 Disbursements with Zelle®

04 RTP® Service

06 Push to Card Disbursement

16 Exhibit A – Card Processing Addendum

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The "Service" covered by this Service Description is:
- Disbursements with Zelle® Service
- Real Time Payments (RTP®) Send Service
- Push to Card Disbursement Service

The Service Documentation includes:
a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

Disbursements with *Zelle®*

1. **Description of Service.** With this Service you can send Payment Instructions to us or Zelle® for your payments to consumer payees. For each consumer payment, your Payment Instruction will include the Token Information for the Payee.
   a. **Payees registered with the *Zelle* Network.** If the Payee's Token Information is registered with the *Zelle* network, we or *Zelle* will attempt to make the payment electronically.
   b. **Payees not registered with the Zelle Network.** If you have subscribed to the Unregistered Payee feature and your Payment Instruction includes Token Information for an unregistered Payee, we or *Zelle* will send Payee a one-time *Zelle* registration invitation and enrollment instructions. An Unregistered Payee must register in the time allotted or the payment will fail and the funds will be returned to your account.
   c. **Payments.** In most cases the payment will be available to the Payee within two business days. We have no control over circumstances that could delay or prevent your payment from being made including, without limitation, actions of the Payee, the Payee's financial institution including limits on the amount the Payee may receive, or the *Zelle* network. A payment may be subject to dollar limits we or *Zelle* separately discloses to you.

2. **Payee authorization.** When using the Service, you authorize and instruct us or *Zelle* to send emails and text messages to the Payee on your behalf. You represent and warrant that you have received permission from each Payee to instruct us or *Zelle* to send emails and text messages to that Payee. We or *Zelle* may, in our sole discretion, and for any reason, decline at any time to accept, or use, or to continue to accept or use, any specific Token Information provided to us or *Zelle* by you.

3. **Use of information to identify you and process transactions.** You agree that we or *Zelle* may provide information about you to the Payee, the Payee's financial institution, or any other person engaged in processing, facilitating, or delivering the payment. The information we or *Zelle* may provide may include your name.

4. **No right to stop or cancel.** A payment that has been processed cannot be cancelled or stopped. You will be responsible for resolving any payment dispute with a Payee. If you request the cancellation, amendment or reversal of a Payment Instruction, we or *Zelle* may, in our sole discretion, attempt to honor your request, but we will have no liability if we decline or are unable to honor your request.

5. **Incomplete, rejected payments.** If a payment is missing required information or if we or *Zelle* have identified other errors that make us unable to process any Payment Instruction, we or *Zelle* may, without liability to you, reject the payment.

6. **Your responsibility for errors.** We and *Zelle* are not obligated to confirm your Payment Instruction and will act on them without further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide.

7. **Indemnification.**
   a. You acknowledge that we indemnify certain parties under the Zelle Network Participation Rules. You agree to reimburse us for any Losses we incur as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from our own gross negligence or intentional misconduct.
   b. You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising directly or indirectly from or related to any material breach in your representations, warranties, covenants, or obligations in this Service Description.

8. **Survival.** Sections 2, 3, 4, 5, 6 and 7 of this Service Description will survive the termination of Services.

RTP® Service

1. **Description of Service.** With this Service you can use real-time funds transfer services available through The Clearing House RTP®[1] system to send eligible RTP Payments. RTP Payments permitted under the RTP Rules and meeting our requirements will be considered eligible RTP Payments. You may also use the Service to send RTP Messages.

2. **Applicable Law.** You agree to comply with the RTP Rules. The RTP Rules include 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, and the requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control. We are under no obligation to honor any RTP Payment Order or other instruction that could result in our violation of the RTP Rules or other applicable law. The terms "Sender," "Receiver," "Sending Participant," "Receiving Participant," "Money Transmission Transaction," "Payment Service Provider," and "Request for Return of Funds" are used here as defined in the RTP Rules.

[1] RTP® is a servicemark of The Clearing House Payments Company L.L.C.

3. **Preparation of RTP Payment Orders; processing schedules.** You will prepare each RTP Payment Order in accordance with guidelines we separately make available to you from time to time. An RTP Payment Order will be deemed received by us when we have verified that it is in compliance with the Security Procedure and determined that it is an eligible RTP Payment. RTP Payments are typically completed within thirty seconds of transmission of the RTP payment by the Sender, unless the RTP payment fails or is delayed due to a review by us, such as for fraud, regulatory, or compliance purposes.

4. **Inconsistency of name and number.** If an RTP Payment Order describes the Receiver both by name and identifying number, we are permitted to execute the RTP Payment Order based solely on the identifying number, even if the number identifies a person different from the named person. If an RTP Payment Order describes a Receiving Participant both by name and identification number, the identification number may be solely relied on to identify the financial institution, even if it refers to a financial institution other than the named financial institution.

5. **Authorization to pay.** You authorize us to (a) execute any RTP Payment Order we verify in accordance with the applicable Security Procedure and (b) debit the account specified in the RTP Payment Order (and if no account is specified, the Account or any other account you maintain with us or an affiliate) even if a debit results in an overdraft on the execution date. You will maintain sufficient available funds in the account specified in the RTP Payment Order at the time of each debit. We may refuse to accept an RTP Payment Order if there are not sufficient available funds at the time the RTP Payment Order is submitted to us.

6. **Your duty to report erroneous or unauthorized transfer RTP Payment Orders.** We have no obligation to detect errors in RTP Payment Orders (for example, an erroneous instruction to pay a Receiver not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate RTP Payment Order previously sent by you). Should we detect an error on one or more occasions, this will not obligate us to detect errors in any future RTP Payment Order. You will exercise reasonable care to determine whether an RTP Payment Order accepted by us was either erroneous or unauthorized. You will notify us of an erroneous of unauthorized RTP Payment Order within a reasonable time, not exceeding 14 days, after you receive notification from us that the RTP Payment Order was accepted or that the Account was debited with respect to the RTP Payment Order, whichever is earlier. You will be liable to us for the loss we incur as a result of your failure to act in accordance with this section.

7. **RTP Payment Order status.** We will provide you with information regarding the status of any RTP Payment Order sent by you in accordance with the RTP Rules. If an RTP Payment Order is rejected by us for any reason, we will attempt to notify you promptly but will have no liability to you for a rejected RTP Payment Order or for our failure to provide notice.

8. **No right to cancellation, amendment, reversal; Request for Return of Funds.** RTP Payment Orders are final and cannot be cancelled, amended, or reversed by you once accepted by us. Any dispute between you and the recipient of an RTP payment must be resolved between you and the Receiver. You may submit a Request for Return of Funds message to us to be sent to a Receiver; however, the Receiver is under no obligation to return the funds. You will hold us harmless and reimburse us for any Losses we incur in effecting or attempting to effect your Request for Return of Funds.

9. **Ineligible RTP Payments.** You agree that, pursuant to the RTP Rules:
   a. The RTP System may be used only for eligible payments between a Sender and Receiver 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.
   b. You are not permitted to submit an RTP Payment Order on behalf of another domestic or foreign depository institution, or that identifies a Receiver that is a domestic or foreign depository institution.

   c. You are not permitted to send RTP Payment Orders in connection with a Money Transmission Transaction or otherwise act as a Payment Service Provider, unless we have agreed otherwise.

d. You are not permitted to send RTP Payment Orders or other RTP Messages solely for the purpose of determining whether a Receiver's account numbers are associated with valid, active accounts.

10. **Transaction limits.** As a Sending Participant, we are entitled to impose transaction limits on your RTP Payment Orders sent through the Service, which may be lower than the transaction limits established by the RTP System.

11. **Limitation of our liability.** In acting on your request regarding an RTP Payment Order, we are permitted to use any transmission method, funds transfer system, or clearing house we, in our sole discretion, consider reasonable. We will not be liable for any third party's failure to or delay or error in processing an RTP Payment Order. If we are notified we did not transfer the full amount stated in an RTP Payment Order, our sole obligation will be to promptly execute a second RTP Payment Order in the amount of the stated deficiency. If we execute an RTP Payment Order in excess of the amount stated in the RTP Payment Order, to the extent you do not receive the benefit of the RTP Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the RTP Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as we may have agreed otherwise. However, our liability for loss of interest will be limited to 20 calendar days' interest.

12. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate the Service immediately upon notice to you if we determine in our sole discretion that you have breached Section 9 [Ineligible RTP Payments] of this Service or otherwise failed to comply with the RTP Rules.

13. **Survival.** Sections 2, 4, 6, 8, 9 and 11 will survive the termination of Service.

Push to Card Disbursement

1. **Description of service.**
Your disbursement transaction request. You must send all necessary Disbursement Information to the Push to Card Channel you've elected to use, to request a Customer Disbursement Transaction. You are solely responsible for:
- Limiting access to your Push to Card Channel,
- Maintaining the secrecy and security of the credentials you use to access the Push to Card Channel, and
- Limiting access to the credentials to your authorized officers, employees or agents.

We will consider any individual using your credentials as authorized by you unless you notify us otherwise. We will process each Customer Disbursement Transaction we receive from you.

1.1 Disbursement Messaging Service.
   a. We will provide you the Disbursement Messaging Service to:
      i. Allow you to submit the Customer Request for a given Customer Disbursement Transaction,
      ii. Create a Customer Disbursement Transaction message based on the Customer Request,
      iii. Transmit the Customer Disbursement Transaction to the appropriate Card Organization for the Recipient's Card in accordance with the applicable Card Organization Rules.
   b. The Disbursement Messaging Service provided by us must include:
      i. The Push to Card Channel,
      ii. The card number eligibility determinations performance,
      iii. Card Organization routing intelligence,
      iv. Card Organization's message formatting and submission,
      v. Card Organization's connectivity,
      vi. Preparation and transmission of settlement and reconciliation files to us,
      vii. Customer Disbursement Transaction messaging support, and

viii. Issuer identification by Card number.

c. We and any applicable Card Organization reserve the right to reject any Customer Request for any reason.

1.2 **Processing by Card Organization; our approval.** The parties understand that the appropriate Card Organization will direct the Customer Disbursement Transaction message to the appropriate Issuer for authorization, and clearing and settlement services, according to its Card Organization Rules. If the Issuer approves, the Issuer will post the funds or make funds available to the Recipient's account associated with the applicable Customer Disbursement Transaction according to Card Organization Rules.

1.3 **Disbursement Information.** You must submit complete and accurate Disbursement Information. You are solely responsible for any errors resulting from incomplete or inaccurate Disbursement Information or any otherwise flawed Customer Request (including the misdirection of funds resulting from you providing inaccurate or incomplete Disbursement Information). For the sake of clarity and the avoidance of doubt, you are responsible to know that the Card and the Cardholder and Card number are each and all accurate as provided to us for purposes of the Push to Card Service hereunder.

1.4 **Secure Capture Service.** When you enroll in our optional Secure Capture Service ("Secure Capture Service"), we will provide you with a hosted payment page which enables you to submit debit card information to a third party where it will be securely stored. We will send a token back to you to use instead of the card number when processing Push to Card payments. The Secure Capture Service will include: (a) the Secure Capture API; (b) the hosted payment page; and (c) the tokenization of Recipient's payment credentials. The pricing documentation we provide to you includes your fees for the Secure Capture Services, and are in addition to any other fees described in your pricing documentation.

2. **Funding and fees.**

2.1 **Customer Funding Account.**

a. You will establish a Customer Funding Account with us and make sure the account has sufficient funds to carry out any Customer Request or any instructions to the Push to Card Channel, including sufficient amounts to cover all transfers, settlement and bank-related fees.

b. The Customer Funding Account is subject to its own separate terms and conditions between you and us (the "**Commercial Account Agreement**"), including payment to us of any applicable fees. Nothing in this Agreement will affect in any way the terms and conditions of the Commercial Account Agreement.

c. We will verify whether there are sufficient funds to cover each transaction in the Customer Funding Account before we submit any Customer Disbursement Transaction to the applicable Card Organization for processing. We may reject any transaction if there are insufficient funds in the Customer Funding account. If there are sufficient funds to cover the transaction, we will place a memo post in the Customer Funding Account in the amount of each transaction and we will hold such funds in the Customer Funding Account. We will debit the Customer Funding Account by the amount of the Customer Disbursement Transaction request processed by the Disbursement Messaging Service. We will send the amount of the Customer Disbursement Transaction to the applicable Card Organization to complete the Customer Disbursement Transaction to the Recipient's Card.

d. You authorize us to complete the transfers and debits from the Customer Funding Account under this Agreement, including settling your obligations resulting from Customer Disbursement Transactions.

e. We will execute all Push to Card transactions received from you through the Push to Card service. The appropriate Card Organization will process the disbursement transaction, after it verifies and secures sufficient funds from the Customer Funding Account. The transaction will happen in near real-time. The Push to Card Channel response will notify you that the transaction has been successful or unsuccessful, and why, as part of the same session. You authorize us and our authorized representative to access information from the Customer Funding Account and to initiate debit and/or credit entries to authorize us to block or to initiate, if

necessary, reversing entries and adjustments for any original entries made to the Customer Funding Account. This authorization is irrevocable, without respect to the source of any funds in the Customer Funding Account, and coupled with an interest. This authorization extends to any fees and assessments and Chargeback/reversal amounts of whatever kind or nature due to us under terms of this Agreement. This authority remains in full force and effect at all times unless and until we have agreed to terminate at such time and in such manner as to afford you a reasonable opportunity to act on it.

2.2 **Fees.** The pricing documentation provided to you includes your fees for Disbursement Services and may be adjusted from time to time. In addition to the Card transaction fees included in the pricing documentation , you are responsible for any applicable Card Organization fees for each transaction. If you do not pay us all fees and any other amounts due under this Agreement within thirty (30) days of the date of our statement setting forth the amount due, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of (i) the per annum rate equal to our then current prime rate plus two percent (2%), based on a 360 day year, or (ii) the maximum rate permitted by applicable law.

3. **Your obligations.**

3.1 **Use of Service.** You shall use the Push to Card Service solely in accordance with Applicable Law and the terms of this Agreement. Any modification to, or deviation from the terms of this Agreement, requires the prior written consent of you and us. You are fully responsible for the acts and omissions of your agents, employers, or third parties acting on your behalf under this Agreement. You understand and acknowledge, however, that as of the Effective Date of this Agreement, we have not performed an assessment for PCI DSS compliance for the Service, and a PCI Attestation of Compliance is not available until we complete the PCI DSS compliance assessment process.

3.2 **Prohibited Categories.** You shall not use the Push to Card Service to initiate any Customer Transaction in connection with any of the Prohibited Categories as such Prohibited Categories may be communicated to you.

3.3 **General obligations.** You shall: (a) ensure all requests, instructions, and information provided by you under this Agreement comply with Applicable Law and Card Organization Rules; (b) implement all instructions provided by us and provide all necessary information requested and required by us to perform under this Agreement; (c) fund all Customer Requests submitted by the Push to Card Channel; (d) without limiting any other provisions under this Agreement, ensure all your programs and devices used to transmit Disbursement Information conform to all Payment Card Industry Data Security Standards and all Card Organization Rules; and (e) without limiting any other provisions under this Agreement, before providing the Push to Card Channel any instructions under this Agreement, satisfactorily complete all Bank- and Card Organization-required background checks and authentication procedures in accordance with all Applicable Law.

3.4 **Instructions.** Subject to any change from time to time, the minimum information required to initiate a Customer Disbursement Transaction shall include:

- Disbursement reference (unique reference to identify a disbursement transaction)
- Amount and currency to be posted to Recipient's Card
- Recipient Card number
- Recipient Card expiration date
- Intended purpose of the Customer Transaction (e.g., business disbursement or government disbursement)
- Recipient first name
- Recipient last name

3.5 **Anti-money Laundering and Sanctions Program.** At all times during the Term of this Agreement, you agree to maintain, policies, procedures and internal controls reasonably designed to comply with the Bank Secrecy Act ("BSA") anti-money laundering requirements ("AML")_, as amended by the USA PATRIOT Act, and all Applicable

Law related to BSA/AML regulations. At all times during the Term, you will maintain a written BSA/AML risk program. The BSA/AML program must include, at a minimum, the following: (a) a system of internal controls to ensure ongoing compliance; (b) independent testing of BSA/AML compliance; (c) a designated individual(s) responsible for managing BSA compliance; (d) periodic training for appropriate personnel; and (e) appropriate risk-based procedures for conducting ongoing customer due diligence. To the extent permitted by Applicable Law, you and we each agree to provide reasonable cooperation to the other in connection with any investigation related to your use of the Service. For purposes of clarity, you must provide documents and/or information requested by us in connection with any such investigation. You must promptly notify us of any material violation of the BSA/AML or sanctions laws impacting or in any way related to the use or provision of the Service, subject to any applicable prohibitions against disclosure.

4. **Data use and consents.**

   4.1 **Data use by the Card Organizations.** The Card Organizations shall have the right to use data transmitted to the Card Organizations for purposes of a funds transfer request for: (i) the provision of anti-fraud services for the benefit of us, you and/or other parties; (ii) the processing and/or resolving of disputes; (iii) analyzing or improving its services, including for security and risk management purposes; (iv) preparing and furnishing analyses and other internal and external reports of aggregated, anonymized information; (v) providing other products or services including those involving data analytics that use aggregated, anonymized information; (vi) complying with applicable Law, including, as may be required or requested by any judicial process or Governmental Authority having or claiming jurisdiction over the Card Organizations and/or any of its Affiliates or us; and (vii) for other purposes for which consent has been provided by the individual to whom the information relates.

   4.2 **Data use by us.** You explicitly consent and agree that we are permitted to access and use Cardholder Data to provide the Service.

   4.3 **Consents.** You represent and warrant that you have, and will: (i) provide(d) all necessary consumer terms and conditions (including, without limitation, an appropriate privacy notice) and disclosures required by Applicable Laws in connection with your participation in the Push to Card Service; and (ii) obtain(ed) any and all consents necessary for Card Organizations to process data in connection with your participation in the Push to Card Service, including as set forth in subsection 4.1, above, in connection with your participation in the Push to Card Service, as provided for under this Agreement. You further represent and warrant that the submission or provision of information by you to us and Card Organizations, including for the purposes set forth in subsection 4.1 above, complies with all Applicable Law.

5. **Customer complaints.** You agree to promptly notify us if, you believe in your reasonable discretion there is an issue related to the Push to Card Service and you will provide us all necessary information regarding the deficiency or problem so that we may determine the cause of the issue and help to achieve a resolution, if possible.

6. **Wells Fargo Gateway.** Through our gateway ("Wells Fargo Gateway"), you may access a Bank-owned Application Program Interface ("Bank-owned API") to securely (i) request that the we originate debit card disbursements on behalf of you; and (ii) receive periodic updates from us as we process entries for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment systems and our payment systems. The Wells Fargo Gateway security procedures required digital authentication of you and us using tokens, Bank-owned API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time-to-time. Your tokens, the Bank-owned API keys, digital certificates, and your instructions to us, do not identify any individual user initiating the request through the Wells Fargo Gateway. We validate only that you are authorized to request Bank-originated debit card disbursements and receive periodic updates. You have reviewed the Wells Fargo Gateway portal, the procedures and the transmission methods, and determined that it is a commercially

reasonable means to verify the authenticity of each debit card disbursement from us in your name. The parties will preserve the confidentiality of the Wells Fargo Gateway, the tokens, and any passwords, codes, security devices and related instructions we provide to you. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. You will maintain effective internal procedures to safeguard against transmission of unauthorized debit card disbursements and warrant that no individual will be allowed to authorize debit card disbursements without proper supervision and safeguards.

7. **Term; Events of Default.**

7.1 The Agreement is effective on the date this Agreement is signed in full by us and you.

7.2 In addition to any termination rights set forth in the Master Agreement, we may also terminate this Agreement immediately or with shorter notice upon Event of Default as provided under Section 7.3 below.

7.3 The following are each an "Event of Default":

a. any assignment or transfer of voting control of you or your parent; or
b. a sale of all or a substantial portion of your assets; or
c. irregular card transactions, excessive Chargebacks/Reversals, noncompliance with any applicable data security standards, as determined by us, or any Card Organization, or any other Person, or an actual or suspected data security breach, nonconformance with any applicable data security standards, as determined by us, any Card Organization, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure or otherwise present a financial or security risk to us (including your processing transactions for a business type we have designated as unqualified for processing with us); or
d. your independent certified accountants refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries; or
e. a violation by you of any applicable law or Card Organization Rule or our reasonable belief that termination of this Agreement or suspension of the Disbursement Service is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury or your breach, as determined by us, of Section 13 ("Compliance with Laws") ; then, upon the occurrence of (1) an Event of Default specified in subsections 7.3(c), 7.3(d), or 7.3(e), we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

7.4 Expiration or termination of this Agreement will not terminate the obligations and rights of the parties under this Agreement. Your obligations to pay or reimburse us for any fees associated with transactions you have submitted to us will survive termination of this Agreement until paid-in-full and settled.

7.5 If any Event of Default occurs and regardless of whether you cure such Event of Default, we may, in our sole discretion, exercise all our rights and remedies under applicable law and this Agreement.

7.6 In the event you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors, or similar laws, and you continue to use our Disbursement Service, it is your responsibility to open new accounts to distinguish between pre and post filing obligations. You acknowledge that as long as you use the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that

event, you will be responsible for submitting an accounting supporting any adjustments that you may claim.

7.7 The Card Organizations maintain lists of entities that have had their Card Acceptance rights terminated for cause. If we terminate this Agreement for cause, you acknowledge that we may be required to report your business name, the names of its business principals, and other information regarding its principals to the Card Organizations for inclusion on such list(s). You expressly consent to such reporting if this Agreement is terminated because of an Event of Default or for any reason specified as cause by a Card Organization. Also, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

7.8 After termination of this Agreement for any reason , you shall continue to bear total responsibility for all Chargebacks/reversals, fees, Card Organization fines imposed on us as a result of your acts or omissions, Credits, Debits and adjustments resulting from Card transactions processed under this Agreement and all other amounts due or which may become due under this Agreement.

8. **Confidentiality generally.**

8.1 You will treat this Agreement, the Card Organization Rules and any information supplied or made accessible by us or our agents as confidential, including without limitation, (i) information about our products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies , our respective Affiliates, and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords us a competitive advantage over its competitors; and (iii) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know- how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties.

8.2 Our confidential information shall be used by you only to exercise your rights and to perform your obligations under this Agreement. You shall not disclose the confidential information to any third party, except as may be agreed by us in writing. You shall safeguard all of our confidential information using a reasonable degree of care. At our request or when this Agreement is terminated, you shall return to us or destroy all of our confidential information in your possession or control.

8.3 The obligations of confidentiality and restrictions on use in this section shall not apply to any confidential information that: (i) was in the public domain prior to the date of this Agreement or came into the public domain through no fault of yours; (ii) was received by you from a third party without any obligation to keep confidential to the third party and to your knowledge the third party, was not under an obligation to keep the information confidential; (iii) was already in your possession prior to receipt from us;(iv) is required to be disclosed by law, regulation or court order after giving us as much advance notice as practical of the required disclosure; or (v) is subsequently and independently developed by your employees, consultants or agents without use of or reference to our confidential information.

8.4 You acknowledge that breach of the restrictions on use or disclosure of any of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

8.5 With respect to any information received by us from you by your use of the Disbursement Service, we will keep such information confidential in accordance with applicable law; provided, that we may disclose such information:
   a. To third parties, as we deem appropriate, to provide the Disbursement Service,
   b. Our auditors and attorneys (internal and external) and regulators,
   c. As required or permitted by law, regulation or court order

d. To our respective Affiliates as we deem appropriate.

In addition, we may use data collected as part of performing payment processing or other transaction-related services for you to provide additional products and services to you, other customers, or third parties. As permitted by law this includes collecting, using, and anonymizing Transaction Data to provide you with analytic products and services as well as collecting and using Transaction Data anonymized and aggregated with other customers' transaction data to provide you, other customers, and third parties with analytic products and services.

8.6 You shall not assign to any Person, the rights to use our Marks, our agents or the Card Organizations.

8.7 All rights, title, and interest in and to all intellectual property related to the Disbursement Service (including without limitation, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by us prior to, during the term of, or after the Agreement, or employed by us in connection with the Disbursement Service and any updates, changes, alterations, or modifications to or derivative works from such intellectual property, shall be and remain, as among the Parties, our exclusive property.

8.8 You agree that we may obtain relevant information from any applicable telecommunications provider used by you, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Disbursement Service.

8.9 You will not: (a) use the Disbursement Service in any way other than in accordance with this Agreement, any supplied documentation, or as otherwise instructed by us in writing; (b) use the Disbursement Service, either directly or indirectly, to develop any service or product that competes with the Disbursement Service; (c) disassemble, decompile, decrypt, extract, reverse engineer, or otherwise attempt to access, ascertain, reconstruct, derive, or appropriate for any reason or purpose (i) the source code for any software, or (ii) any algorithm, process, procedure, idea, or other information contained in the Disbursement Service; (d) modify, translate, or alter the Disbursement Service in any manner; (e) create derivative works of or based on the Disbursement Service; (f) disclose or provide the Disbursement Service to, or permit the Disbursement Service to be accessed or used (in any format or by any means) by, any third party other than your authorized employees and contractors who are subject to written confidentiality obligations binding upon such employees and contractors that are no less restrictive than the confidentiality provisions hereunder; (g) directly or indirectly make any copies of the Disbursement Service, except for (i) backup/archival purposes, or (ii) only with respect to any supplied documentation, as reasonably necessary to facilitate use of the Disbursement Service as long as any such copies contain all appropriate proprietary notices; (h) remove, relocate, or modify any proprietary rights notices relating to the Disbursement Service; (i) attempt to access, or actually access, portions of the Disbursement Service not authorized by us for use; (j) rent, lease, sell, assign, sublicense, or otherwise transfer to any third party, whether by operation of law or otherwise, any of the rights granted hereunder; (k) use the Disbursement Service for any unlawful purpose; (l) use, access, transfer, move, relocate, ship, or transship the Disbursement Service outside of the United States without obtaining our advance written consent; or (m) circumvent, or attempt to circumvent, any applicable security measures of the Disbursement Service.

9. **Assignments.**

9.1 You may not transfer or assign this Agreement, by operation of law or otherwise, without our prior written consent. Any transfer of voting control of you or your parent company is considered an assignment or transfer of this Agreement. Furthermore, you shall indemnify and hold us harmless from all liabilities, Chargebacks/reversals, expenses, costs, fees and fines arising from such transferee's or assignee's Submission of Card transactions to us for processing.

9.2 For the payment services provided by us, we require access to a single bank account in which we may initiate both credits and debits. You may not create any lien, encumbrance or contingent obligation that would require the transfer of any payments or proceeds from Card transactions covered by this Agreement to the custody or control of any third party that is not your affiliate. You may not assign any rights, including the right of payment under this Agreement, to any other entity that is not your affiliate. In the event that you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee, (b) terminate this Agreement immediately, or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of $100 per transfer.

9.3 Except as set forth elsewhere in this section and as provided in the following sentence, this Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of a party's assets or business, shall have any right to continue, assume or assign this Agreement.

10. **Legal responsibility.**

10.1 Upon request, you shall provide, and/or cause to be provided, to us and our Affiliates, or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your or your providers' facilities and records for the purpose of performing any inspection and/or copying of your books and/or records deemed appropriate to verify your compliance with the terms and provisions of this Agreement.

10.2 You will provide us with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you become aware of it.

11. **Indemnification.**

11.1 You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses:

a. Resulting from the inaccuracy or untruthfulness of any representation or warranty, breach of any covenant or agreement or any misrepresentation by you under this Agreement;
b. Arising out of your or your employees', agents', or third parties' negligence or willful misconduct, in connection with this Agreement, Card transactions or otherwise arising from your provision of goods and services to Cardholders;
c. Arising out of your improper use of the Disbursement Service; or
d. Arising out of any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer).
e. Resulting from the unavailability of a PCI DSS Attestation of Compliance for the Service.

12. **Choice of law; venue; waiver of jury trial.**

    12.1 Our Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions).

    12.2 The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in Suffolk County, New York.

    12.3 ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

13. **Compliance with laws.** In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. You further agree to cooperate and provide information requested by us, as we determines necessary, to facilitate our compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury. Without limiting the foregoing, you acknowledge and agree that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulations GG ("Restricted Transactions") issued thereunder are prohibited from being processed through your Account or any relationship between you and the us. You represent and warrant that you will not submit such Restricted Transactions for processing through your Account. You further acknowledge and agree that you will not use the Disbursement Service for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at **www.treas.gov/ofac**) or the U.S. Department of State's Terrorist Exclusion List (available at **www.state.gov**) or the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control ("OFAC") or in connection with illegal activity of any kind. In the event we identify a suspected restricted transaction, we will provide you with prompt notice and may block or otherwise prevent or prohibit such transaction, we may close the Account or end the relationship, and we may seek any other remedies available to us under this Agreement or otherwise.

14. **Limitations on liability.**

    NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR LIABILITY TO ANY DELAY IN PROCESSING TRANSACTIONS FOR ANY REASON, OTHER THAN FOR ANY REASON DESCRIBED IN SECTIONS 3.3 OR 3.5 OF EXHIBIT A, WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS, AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK FROM TIME TO TIME.

15. **Electronic Communication.**

15.1 **Electronic Communications.** You consent to receiving documents, notices and other communications from us electronically (collectively, "Electronic Communications") rather than in paper form. We may send such Electronic Communications to you directly at the last known email address that you provide to us, or we may notify you that an Electronic Communication is available at a website designated by us **and provide you with instructions on accessing the Electronic Communication.** You agree that such notification will be sent to you at the last known e-mail address that you provide to us. **You agree to maintain a valid email address and keep your email address current with us at all times.** You understand and acknowledge that access to the Internet, e-mail and the worldwide web are required for you to access an Electronic Communication, and you confirm that you have such access. You understand that there may be costs related to accessing Electronic Communications (e.g. you may have to purchase internet services, **software or hardware**), and you agree that you are responsible for any such related access costs. At our discretion, we may choose to discontinue or resume sending Electronic Communications at any time provided that if we elect not to send a document, notice or communication electronically, we will instead send the same in paper form. You acknowledge that if for any reason you are not able to open a readable version of an Electronic Communication that we send to you, it is your responsibility to contact us to notify us of the same and to request a copy in paper form.

16. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement.

17. **Severability.** The parties intend every provision of this Agreement to be severable.

18. **Third party beneficiaries.** Our respective Affiliates we use in providing the Disbursement Service are third party beneficiaries of this Agreement and each of them may enforce its provisions as it was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person or entity other than the parties any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.

19. **Publicity.** Neither party may use the logo, name, trademark, or service mark of the other and/or Bank in any manner, including without limitation, in any advertisements, displays, or press releases without the prior written consent of the party whose logo, name, trademark or service mark is to be used.

EXHIBIT A

CARD PROCESSING ADDENDUM

PREFACE:

Cards present risks of loss that are different than those with other payment systems. In using our Disbursement Service, you should be aware that you are also accepting these risks. Visa U.S.A, Inc. ("**Visa**") MasterCard Worldwide ("**MasterCard**"), Pulse, NYCE, Star, and any other that may be added from time to time, are payment card Card Organizations. Disbursement transactions are electronically transferred from banks (in the case of Visa and MasterCard transactions) or Card Organization Acquirers that acquire them from entities such as yourself (these banks and Card Organization acquirers are referred to as "Acquirers") through the appropriate Card Organization, to the Issuers. In order to speed up the payment process, the funds are transferred through the Card Organization to the Cardholder at approximately the same time as the disbursement request. Transactions are final and not retractable or reversible by Customer. Bank and Card Organizations may be able to make a request for reversal or adjustment on behalf of the Customer, however these requests may go unfulfilled and may incur fees. While we can attempt to reverse a transaction to the Issuer, we can only do so if the Issuer agrees to accept it. While you may still be able to pursue claims directly against that customer, neither we nor the Issuer will be responsible for such transactions. It is the Customer's sole responsibility to make sure transactions are accurate because once presented, they become final. Even though the payments under this system are made simultaneously, all payments made through the Card Organizations on occasion are subject to reversals and adjustments by Bank, card issuers, or Card Organizations. Each Card Organization has developed Card Organization Rules that govern their Acquirers and Issuers and the procedures, responsibilities and allocation of risk for this process. You are also bound by Card Organization Rules and applicable laws and regulations. We do not decide what transactions are reversed or charged back and we do not control the ultimate resolution of the Chargeback or Reversal. You will be responsible for all adjustments associated with the transactions that you submit for processing. Please refer to the Glossary for capitalized terms used in the Agreement, including this Preface (if not defined above).

PART I: CARD SERVICES

Card General Terms

1. **Push to Card Services**
   Subject to Card Organization Rules, Push to Card Services may be performed by us or our agents, including, without limitation, our respective Affiliates, including the provision of equipment and local support functions in connection with this Agreement.
2. **Operating Procedures; Card Organization Rules and compliance**
   You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including, without limitation, the data security requirements described in Section 7. From time to time, we may amend the Operating Procedures, by providing you with at least twenty (20) days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and the Operating Procedures, the General Terms will govern. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the card Organization Rules. Card Organization Rules may be available on the web sites such as **http://usa.visa.com/merchants/operations/op_regulations.html** and **http://mastercardmerchant.com.** These links may change from time to time. The parties acknowledge that the Card Organization Rules give applicable Card Organizations certain rights to require termination or modification of this Agreement with respect to transactions involving the applicable Card Organization(s). The parties also acknowledge that issuers of other Cards, for which we perform services on your behalf, may have similar rights under their applicable Card Organization Rules with respect to this Agreement's applicability to transactions involving such other Cards.
3. **Settlement of Card transactions**

3.1 We will only be required to settle Card transactions for Card types specified by us. Promptly after presentment of Customer Disbursement, we will initiate a transfer of the applicable settlement funds to Cardholder.

3.2 All funds in your Customer Funding Account are subject to, among other things, our right to deduct fees, our final audit, reversals and adjustments (including our related losses), fees and fines imposed on us by the Card Organizations as a result of your acts or omissions. You agree that we may debit or credit your Customer Funding Account for any deficiencies, overages, fees and pending reversals and adjustments and any other amounts owed to us or any of our respective Affiliates, or we may deduct such amounts from reversal/adjustment funds or other amounts due to you from us, or our respective Affiliates which are involved in providing the Disbursement Service. You further agree we can offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or accounts guaranteed by you, any of your principals, guarantors or authorized signors, provided that we provide you reasonable notice of such issues and look first to the Customer Funding Account for any amounts which may be owed.

3.3 We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by you or any other Person.

3.4 In addition to any other remedies available to us under this Agreement, you agree that should any Event of Default occur, we may, with reasonable prior notice and acting reasonably and in good faith, change processing or payment terms and/or suspend debits or credits of any and all funds, money and amounts now due or hereafter to become due to you pursuant to the terms of this Agreement, until we have had reasonable opportunity to investigate such event.

3.5 You acknowledge and agree that transfers to and from the Customer Funding Account shall be based on the account number and routing number supplied by you. We are not responsible for detecting errors in any Customer Funding Account information you provide, including the account numbers and routing numbers, even if any of those numbers do not correspond to the actual Wells Fargo account owned by you.

3.6 This Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the U.S. bankruptcy code. Your right to receive any amounts due or to become due from us is expressly subject and subordinate to setoff, lien, security interest and our rights to withhold settlement funds under this Agreement, without regard to whether such setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4. Fees; adjustments; collection of amounts due

4.1 In consideration of the Disbursement Service provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement, all of which will be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications.

4.2 You are responsible for utilizing software or services that will correctly submit these transactions to achieve the indicated billing.

4.3 The fees for the Disbursement Service set forth in this Agreement may be adjusted to reflect increases or new fees imposed by us or Card Organizations. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change or addition is implemented by us or the applicable Card Organization or third party as specified in our notice to you.

4.4 We may also increase our fees or add new fees for the Disbursement Service for any other reason at any time, though no more than once per year by notifying you in writing thirty (30) days prior to the effective date of any such change or addition.

4.5 You hereby authorize us to initiate credit and debit entries and adjustments to your Customer Funding Account for amounts due under this Agreement and under any agreements with us or our respective Affiliates for any products or services, as well as for any credit entries in error.

4.6 You agree to pay any fines imposed on us by any Card Organization resulting from Chargebacks/Reversals and any other fees or fines imposed by a Card Organization with respect to your acts or omissions. You are responsible for any fines or fees imposed on us as a result of acts or omissions by your agents or third parties.

4.7 You agree to promptly and carefully review your reports and bank statements or other documents provided or made available to you (physically, electronically or otherwise provided by us or others) reflecting Card transaction activity, including, activity in your Customer Funding Account. If you believe any adjustments should be made with respect to your Customer Funding Account, you must notify us in writing within sixty (60) days after any debit or credit is, or should have been effected or such shorter period as provided in the terms and conditions that govern such account. If you notify us after sixty (60) days, we shall have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

4.8 If you do not pay us all fees and any other amounts due under this Agreement within thirty (30) days of the date of our statement setting forth the amount due, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of (i) the per annum rate equal to Bank's then current prime rate plus two percent (2%), based on a 360 day year, or (ii) the maximum rate permitted by applicable law.

4.9 Other debits. We may also debit your Customer Funding Account or your settlement funds in the event we are required to pay Card Organization fees, charges, fines, penalties or other assessments as a consequence of your transactional activities. Such debits shall not be subject to any limitations of time specified elsewhere in the Agreement, including, without limitation the following, which we may add to or delete from this list as changes occur in the Card Organization Rules or our Operating Procedures pursuant to Section 2:

- Card Organization fees, charges, fines, penalties, registration fees, or other assessments including any fees levied against us or any amount for which you are obligated to indemnify us.
- Transactions posted to your account in error.
- Credit for Summary Adjustment not previously posted.
- Credit for Chargeback/Reversal that posted to your account.
- Costs or expenses associated with responding to any subpoena, garnishment, levy or other legal process associated with your account in an amount no less than $150.00.

5. Customer representations, warranties, and covenants

5.1 Without limiting any other warranties under the Agreement, you represent, warrant to and covenant with us, and with the submission of each Customer Disbursement reaffirm, that to the best of your knowledge, information and belief the following representations, warranties and/or covenants are true and correct:

5.1.1. each Card transaction is genuine and arises from a bona fide transaction permissible under the Card Organization Rules by the Cardholder directly with you, represents a valid obligation for the amount shown on the Customer Disbursement or Credit Draft, and does not involve the use of a Card for any other purpose;

5.1.2. The amount of the Card transaction is not subject to any dispute, setoff or counterclaim;

5.1.3. with respect to each Card transaction, you have no knowledge or notice of any fact, circumstances or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder;

5.1.4. Each Card transaction is made in accordance with these General Terms, Card Organization Rules and the Operating Procedures;

5.1.5. Each Customer Disbursement is free of any alteration not authorized by the related Cardholder;

5.1.6. you have not changed the nature of your business, Card processing practices, or types of products or services sold requiring a different Merchant Category Code ("MCC") under Card Organization Rules, in a way not previously disclosed to us;

5.1.7. The Card transaction is not a payment that violates federal, state or local law in any jurisdiction that may be applicable.

6. Confidentiality of Card information

6.1 Unless you obtain consents from us and each applicable Card Organization, Issuer and Cardholder, you must not use, disclose, store, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of completing and settling Card transactions and resolving any Chargebacks/reversals, Retrieval Requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request.

6.2 You acknowledge that you will not obtain ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a third party as an asset upon a bankruptcy, insolvency or failure of Customer's business. Upon a bankruptcy, insolvency or failure of Customer's business all Card transaction information must be returned to Bank or acceptable proof of the destruction of all Card transaction information must be provided to Bank.

7.B. OPERATING PROCEDURES

This part of the Agreement (through Section 8) describes the procedures and methods for submitting disbursement transactions and, responding to Chargebacks/reversals and other aspects of the operations of our services. The Operating Procedures contained in this part focus primarily on the MasterCard and Visa Card Organization Rules, and seek to provide you with the principles for a sound Card program; however, you should consult the Card Organization Rules for complete information and to ensure full compliance with them. They are designed to help you decrease your chargeback/reversal liability and train your employees. The requirements set forth in these Operating Procedures will apply unless prohibited by law. You are responsible for following any additional or conflicting requirements imposed by your state or local jurisdiction. You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including, without limitation, the data security requirements described in Section 7. From time to time, we may amend the Operating Procedures, by providing you with at least twenty (20) days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and the Operating Procedures, the General Terms will govern. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules.

7. Data security

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING THE PROTECTION OF CARDHOLDER DATA. PLEASE REVIEW CAREFULLY AS FAILURE TO COMPLY CAN RESULT IN SUBSTANTIAL FINES AND LIABILITIES FOR UNAUTHORIZED DISCLOSURE AS WELL AS TERMINATION OF THIS AGREEMENT.

7.1 Payment Card Industry Data Security Standards (PCI DSS). Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. PCI DSS is the name used to identify those common data security requirements. The Cardholder Information Security Program (CISP) is Visa USA's data security program and the Site Data Protection (SDP) program is MasterCard's data security program each based on the PCI DSS and industry aligned validation requirements. PCI DSS PCI compliance validation is focused on Customer Equipment (as defined below) where Cardholder data is processed, stored, or transmitted, including:

- All external connections into your Card Organization (i.e., employee remote access, third party access for processing, and maintenance).
- All connections to and from the Customer disbursement environment (i.e., connections for employee access or for devices such as firewalls, and routers); and
- Any data repository outside of the Customer disbursement environment.

For the purposes of this Section 7, "Customer Equipment" means any and all equipment you use in connection with Customer disbursement, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and software, systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by you, Third Party Providers or other Persons used by you. The Card Organizations or we may impose

fines or penalties, or restrict you from processing Cards if it is determined that you are not compliant with the applicable data security requirements. We may in our sole discretion, suspend or terminate the Disbursement Service under this Agreement for any actual or suspected data security compromise. You agree that you will not submit any Customer Disbursement until you have read and understood the PCI DSS, CISP, SDP and DISC for which you acknowledge we have provided you sufficient information to obtain, and you will be deemed to have done so upon our receipt of your request or submission of any Customer Disbursement. You must comply with the data security requirements described in this Section 7.1, including without limitation, PCI DSS, SDP and CISP, DISC, and any additional Card Organization requirements applicable to payment applications and transactions. Detailed information about PCI DSS, can be found at the PCI DSS Counsel's website: **www.pcisecuritystandards.org.**
Detailed information about Visa's CISP program can be found at Visa's CISP website: **www.visa.com/cisp**
Detailed information about MasterCard's SDP program can be found at the MasterCard SDP website: **www.mastercard.com/sdp**

7.2 Data Security Requirements. You must comply with the data security requirements shown below:

- You must install and maintain a secure Card Organization firewall to protect data across public Card Organizations.
- You must protect stored data and data sent across Card Organizations using methods indicated in the PCI DSS.
- You must use and regularly update anti-virus software and keep security patches up-to-date.
- You must restrict access to data by business "need to know," assign a unique ID to each person with computer access to data and track access to data by unique ID.
- You must not use vendor-supplied defaults for system passwords and other security parameters.
- You must regularly test security systems and processes.
- You must maintain a policy that addresses information security for employees and contractors.
- You must restrict physical access to Cardholder information.
- You may not transmit Cardholder account numbers to Cardholders for Internet transactions.
- You cannot store or retain Magnetic Stripe data, PIN data or AVS data. Only Cardholder account number, Cardholder Name and Cardholder expiration date can be retained subsequent to a disbursement transaction.
- You must destroy or purge all Media containing obsolete transaction data with Cardholder information.
- You must keep all systems and Media containing Card account, Cardholder or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party.
- For Internet transactions, copies of the transaction records may be delivered to Cardholders in either electronic or paper format.
- You must use only services and Customer Equipment that have been certified as PCI DSS compliant by the Card Organizations.

7.3 Compliance Audits You may be subject to ongoing validation of your compliance with PCI DSS standards. Furthermore, we retain the right to conduct an audit at your expense, performed by us or a third party designated by us to verify your compliance, or that of your agents or Third Party Providers, with security procedures and these Operating Procedures. No more than one audit a year will be performed except upon reasonable cause to believe a lack of compliance may be present. Such audits will be upon reasonable prior notice and conducted in a manner designed to minimize disruption to your ongoing business operations. In any event, upon request, you shall provide us with copies of any and all reports developed by your forensic vendor(s), and you shall ensure that we have direct communication access with such forensic vendor(s).

7.4 Immediate Notice Required. In the event that transaction data is known or suspected of having been accessed or retrieved by any unauthorized Person, you must contact us immediately and in no event more than 24 hours after becoming aware of such activity.

7.5 Investigation. You must, at your own expense (i) perform or cause to be performed an independent investigation, including a forensics analysis performed by a certified forensic vendor acceptable to us and the Card Organizations in accordance with Card Organization standards, of any data security breach of Card or transaction data, (ii) provide a copy of the certified forensic vendors final report regarding the incident to us and the Card Organizations, (iii) perform or cause to be performed any remedial actions recommended by any such investigation, and (iv) cooperate with us in the investigation and resolution of any security breach. Notwithstanding the foregoing, if required by the Card Organization, we will engage a forensic vendor approved by a Card Organization at your expense. You must cooperate with the forensic vendor so that it may immediately conduct an examination of Customer Equipment, and your Third Party Providers' procedures and records and issue a written report of its findings.

7.6 Third Party Providers. The data security standards set forth in this Section 7.6 also apply to your Third Party Providers. Before you engage any Third Party Provider, you must provide to us in writing (a) the Third Party Provider's legal name, (b) contact information, and (c) intended function. You acknowledge and agree that you will not use, or provide Card holder data access to, any Third Party Provider until you receive our approval and, if required, confirmation of our registration of that Third Party Provider with applicable Card Organizations. You must ensure that you and Third Party Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with all applicable Card Organization Rules, including without limitation, those requiring security of Cardholder data. You may allow Third Party Providers access to Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules. You are responsible for all our costs and expenses associated with our review, approval, certification (and recertification as required by us or the Card Organization Rules) and registration of any Third Party Providers.
Your use of the Disbursement Service, equipment, software, systems, materials, supplies or resources of third parties regarding your Card transactions processing, including, without limitation, Third Party Providers and any third party lessors or licensors, will not affect your obligations under this Agreement to us which will apply to the same extent as if you had not used them. We have no liability or responsibility to you or others regarding these third parties, even if we referred them to you. These third parties are your agents, and you are solely responsible for (i) determining whether they can meet your needs and standards, (ii) their actions, inactions and compliance with the terms of this Agreement and the Card Organization Rules and (iii) any and all fees, costs, expenses and other obligations owed to them by you or owed by them to us or to Card Organizations.

7.7 Costs. If you or a Third Party Provider (or other Person used by you) are determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information (together, "**Compromised Data Events**") and regardless of your belief that you have complied with the Card Organization Rules or any other security precautions and are not responsible for the Compromised Data Event, you must promptly pay us for all related expenses, claims, assessments, fines, losses, costs, and penalties and Issuer reimbursements imposed by the Card Organizations against us (together, "Data Compromise Losses"). In addition to the foregoing, you must also pay us promptly for all expenses and claims made by Issuers against us alleging your responsibility for the Compromised Data Event, apart from any claim procedures administered by the Card Organizations.

If this application for business credit is denied you may obtain a written statement of the specific reasons for the denial. To obtain the statement, please contact your relationship manager within sixty (60) days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within thirty (30) days of receiving your request.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Acquirer means us in the case of MasterCard, Visa and certain debit transactions that acquire Card sale transactions from customers such as yourself.

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.

Card means a Credit Card and/or a Debit Card.

Cardholder is the person whose name is embossed on a Card and any authorized user of such Card, including the person that has entered into an agreement establishing a Card account with an Issuer.

Cardholder Data means detokenized payment card primary account numbers and associated cardholder data.

Card Organization is any entity formed to administer and promote Cards, including without limitation MasterCard Worldwide ("MasterCard") and Visa U.S.A., Inc. ("Visa") and any applicable debit Card Organizations, including NYCE, Pulse and Star.

Card Organization Rules means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association.

Chargeback/Reversal is a Card transaction (or disputed portion) that is returned to us by the Issuer including reversal of Customer Disbursement Transactions.

Credit means a refund or price adjustment given for a previous purchase transaction.

Credit Card is a device bearing a valid Organization Mark of Visa or, MasterCard and authorizing the Cardholder to buy goods or services on Credit and, to the extent the Schedules so provide, a valid device authorizing the Cardholder to buy goods or services on Credit and issued by any other Card Organizations specified on such Schedules.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Debit Card is a PIN Debit Card and/or a Non-PIN Debit Card.

Issuer is the financial institution or Card Organization (or other Entity authorized by a Card Organization) which has issued a Card to a person.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Magnetic Stripe is a stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.

Media means the documentation of monetary transactions (i.e., Customer Disbursement Transaction, Credit Drafts, computer printouts, etc.)

Non-PIN Debit Card is a device with either a Visa or MasterCard Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

Operating Procedures means the information containing operational procedures, instructions and other directives relating to Card transactions. The current Operating Procedures are set forth in Part B of this Exhibit A.

PAN Truncation is a procedure by which a Cardholder's copy of a Credit Draft, or as required by applicable law, the Credit Draft that you retain, will only reflect the last four digits of the Card account number.

Payment Instructions remittance information you send with a payment.

Payee is the consumer a *Zelle* payment.

PIN means a Personal Identification Number entered by the Cardholder to submit a PIN Debit Card transaction.

PIN Debit Card is a device bearing the Marks of ATM Card Organizations (such as NYCE, Star) used at a customer location by means of a Cardholder-entered PIN in the customer PIN Pad. Signed by you that is/ are the sponsoring or acquiring bank(s) for certain PIN Debit Card Organizations.

PINless Transaction means a Debit Card transaction that a customer submits to us for settlement/funding transactions with neither a PIN nor Signature.

Point of Sale (POS) Terminal means a device placed in a customer location which is connected to the processor's system via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with a processor.

Representatives is defined in section 11(f) of the Master Agreement.

Reserve Account is an account established and funded at our request or on behalf, pursuant to Section 11 of the Agreement.

RTP Message means certain message types available through the RTP System.

RTP Payment Order is an instruction to us in your name to send RTP Payments from your account.

RTP Payments are eligible real time payments using the RTP System.

RTP Rules means the RTP System rules, agreements, technical specification, standards and other requirements, and any other applicable laws and regulations governing the Service.

RTP System means The Clearing House RTP® system.

Submission means the process of sending Batch deposits for processing. This may be done electronically or by mail.

Summary Adjustment means an adjustment to your Submission and / or Settlement Accounts in order to correct errors.

Third Party Provider is any person engaged by you to provide services to you involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

Token Information means the Payee's email address or U.S. mobile phone number you provide in the Payment Instructions.

Transaction Data means cardholder information, dates, amounts, and other data from your transactions.

WELLS FARGO

Information Reporting and Image Delivery Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("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:

- Information Reporting and Image Delivery

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. **Description of services.**
   a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as "information." The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.
   b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, our CEO portal, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
   c. The Master Agreement (which contains terms and conditions applicable to all services),
      i. Posted to or processed through the Account,
      ii. Cashed or collected by us or accepted for deposit to the Account, and
      iii Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. **Accuracy of Information.**
   a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
   b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.

3. **Software Sublicense.** If a software license or sublicense is required for you to access the Service ("Software Sublicense"), we will make the terms of the Software Sublicense available to you as part of the set up process for the Service. You will be required to accept the Software Sublicense before being allowed to access the Service. We may terminate any Service requiring use of a Software Sublicense immediately on written notice to you, including without limitation if you fail to comply with the Software Sublicense.

4. **Stop payment orders.** If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Services.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.

WELLS FARGO

Check Disbursements and Fraud Prevention Services Service Description

Treasury Management Services

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Table of contents

03 Introduction

04 Fraud Prevention and Related Services

04 Positive Pay

07 Reverse Positive Pay

09 Payment Authorization

09 Account Reconciliation Plan

10 Controlled Disbursement Account

13 Specialized Disbursements Services

13 Centralized Disbursements Manager

19 Payable Through Draft

21 Third Party Drafts

25 Glossary

Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:
Fraud Prevention and Related Services

- Positive Pay Service
- Reverse Positive Pay Service
- Payment Authorization Service
- Account Reconciliation Plan Service
- Controlled Disbursement Account Service

Specialized Disbursement Services

- Centralized Disbursements Manager Service
- Payable Through Draft Service
- Third Party Drafts Service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Services),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing your account(s) that you use for the Service ("Account"),
e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

You agree to the terms and conditions governing the Services in which you have enrolled, as described in this Service Description and in the Service Documentation, which includes details of your enrolled Services. The separate documents comprising 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 *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, the applicable terms for the Service in this Service Description and all Service Documentation.

Fraud Prevention and Related Services:

As further described in the Account Agreement, we offer certain Services to help reduce the risk of fraud, including the Services below.

Positive Pay Service

1. **Description of service.** With this Service you can instruct us to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to us for payment on the Accounts you enroll in this Service. For purposes of this Positive Pay Service Description, "Check" refers to each check presented for payment on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you. Except as otherwise provided in this Service Description, enrollment in our Account Reconciliation Plan Service is required.
   a. **Service summary.** Each Business Day, either before or after posting the Check to your Account, based on the Service option you choose as described in section 1b below:

      i. We electronically compare the serial number and numeric amount of each Check presented to us for payment before our Cutoff Time on the prior Business Day to your Check Issue Data (see section 2),
      ii. We will provide you with a report ("Exception Report") of each Check that does not match your Check Issue Data (an "Exception Check") (see section 4),
      iii. We review each Exception Check, and either correct or reverse and repost each Exception Check with errors that we can correct, depending on the Service option you choose as described in section 1b,
      iv. We will pay or return each Exception Check (see section 5), and
      v. We separately review each "directly-presented Check" (see section 8).

   b. **Service options.** You may enroll an Account in one of two options of the Service:
      i. **Perfect Presentment® Positive Pay.** We electronically compare a Check to your Check Issue Data prior to posting the Check to your Account. Each Check with error(s) that we can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Checks. This option is offered only on an Account enrolled in our Controlled Disbursement Service.
      i. **Positive Pay and Positive Pay Only.** We electronically compare a Check to your Check Issue Data after posting the Check to your Account. We then review each Exception Check, and reverse and repost each Exception Check with error(s) that we can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Checks. Enrollment in our ARP Service is not required for Positive Pay Only.

2. **Check Issue Data.** You will provide us with the Check Issue Data for all issued Checks, in the format, through the communications channel, and at the place we specify no later than our Cutoff Time. You will not distribute any Check before you have included the Check in the Check Issue Data you have provided to us. In performing this Service:
   a. We will use only the Check Issue Data you provide to us,
   b. If the Check Issue Data includes a post-dated Check (a check you issue with a date in the future), we will not compare that Check against the Checks presented for payment on the Account until that date, and
   c. We will not accept Check Issue Data for Checks with an issue date more than forty-five (45) calendar days in the future.

3. **Payment of Matching Checks.** For each Matching Check, we will make final payment on the Check and charge the Check to your Account (subject to section 11).

4. **Notifying you of Exception Items; providing images.** When we identify an Exception Check through our electronic comparison, we notify you through the Exceptions Report. This report is available on our *CEO* portal. We will use reasonable efforts to provide an image of any Exception Check (including a Holdover Exception Check) to you, but we will have no liability if we are unable to do so before the Decision Deadline.
   a. **Holdover Exception Checks.** This subsection applies when you have enrolled your Controlled Disbursement Account in our Perfect Presentment Positive Pay Service. A "Holdover Exception Check" is an Exception Check we identify after we prepare and transmit the Exceptions Report to you. We will use our best efforts to notify you by calling you at the number we have on file for you.

5. **Decision Deadline.** You will make your pay or return decision based on the information about the serial number and amount of the Exception Check in the Exceptions Report, and if you use our Payee Validation Service (see section 7), on any payee information we provide to you.
   a. **Instructions before the Decision Deadline.** If, before the Decision Deadline, you instruct us to pay or return an Exception Check, we will follow your instructions (subject to section 11). You will use the same communications channel to instruct us that we used to notify you of the Exception Check, except that if we included the Exception Check on the Exception Report we post on the *CEO* portal, you will use the *CEO* portal to communicate your instruction regarding the Exception Check to us.
   b. **No instructions before the Decision Deadline.** If you do not instruct us before the Decision Deadline regarding an Exception Check, we will process the Check in accordance with your Default Option. If we are unable to obtain your instructions prior to the Decision Deadline regarding a Holdover Exception Check described in subsection 4(a) we will process the Holdover Exception Check in accordance with your Default Option.

6. **Default Options.** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
   a. **"Return all."** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
   b. **"Pay all."** We charge the Exception Check to your Account. This Default Option presents a higher risk of unauthorized checks being paid on your Account. If you elect this Default Option, you assume full liability for any losses resulting from counterfeit, altered or Checks otherwise not validly issued as described in section 9 below.

7. **Payee Validation Service.**
   a. **Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
      i. On each Check that is greater than the Payee Validation Threshold, we electronically compare the payee's name on your check to your Check Issue Data. The "Payee Validation Threshold" is the dollar amount we choose above which we will perform the payee validation service.
      ii. If (1) there is a difference between the two names that is not within guidelines we establish, or (2) a notation or legend on the Check prevents the electronic comparison of the payee's name, we will include the Check as an Exception Check in your Exceptions Report.
      iii. If you notify us you have incurred a loss as a result of an unauthorized alteration of the payee's name, we will reimburse you for the face amount of any Check we pay under the Payee Validation Threshold except as provided below, provided that you notify us of your loss in writing within 3 years after the statement or Check is made available to you.

NOTE: When you enroll in our optional Payee Validation Service, you are charged a per-Check fee for each Check presented on your Account during a monthly billing cycle. This fee is separately disclosed to you. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation Threshold.

b. **When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
   i. The Check is less than the Payee Validation Threshold,
   ii. The payee's name on the Check is handwritten instead of machine-printed,
   iii. You fail to include the payee's name on the Check in your Check Issue Data,
   iv. We do not receive your Check Issue Data for the Check before our Cutoff Time, or
   v. You request we add the payee's name manually to Check Issue Data you have previously provided to us.

c. **Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
   i. The Check with the unauthorized alteration is hand-written, or
   ii. We fail to identify an alteration or other discrepancy in the payee's name because:
      1. The payee name in your Check Issue Data did not exactly match the payee name on the Check, or
      2. You used customized zone formatting.

8. **Directly-presented checks.** A "directly-presented Check" is a Check we receive for deposit or cashing at our branch or through another depository channel that may present higher risk. The risk is we may be required to make proceeds from a directly-presented Check available before you can review and make a timely decision on the directly-presented Check identified as an Exception Check in our Exceptions Report. When your Check Issue Data on file with us does not include or match a directly-presented Check:

   a. if we receive the Check for deposit, we will take those steps as we, in our sole discretion, determine are commercially reasonable for the depository channel used, to review and accept the Check or refuse to accept the check, and
   b. if we receive the Check for cashing, we reserve the right to refuse to accept the Check.

   You may instruct us to exclude all directly-presented Checks from this process. In that case, each directly-presented Check will be considered a Matching Check, even if it is not included in your Check Issue Data on file with us at the time we receive it, and we will pay it without further inquiry.

9. **Limitation of liability and indemnification.**
   a. **Liability limit.** We will pay each Check you have authorized us to pay as described in this Service Description (including each Matching Check) and each Check you are considered to have authorized us to pay (including each Check we pay according to your Default Option) without performing any Check verification procedure other than those procedures described with this Service Description. We will have no liability for paying a Matching Check or an Exception Check you are considered to have approved if:
      i. There is an alteration in its serial number or amount,
      ii. It is counterfeit, bears a forged or unauthorized signature, or
      iii. It was otherwise not validly issued.
   b. **Indemnification.** Each Check that we pay according to this Service Description will be considered properly payable, and each Check that we return as provided in this Service Description will be considered not properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, you:
      i. Indemnify and hold us harmless from any and all Losses that we may suffer or incur as a result of our payment or return of a Check at your instruction or otherwise according to sections 5 or 8 of this Service Description, including a Check you issue before including it in your Check Issue Data, and

ii. Release and forever discharge us from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which you have, or claim to have against us relating to the payment or return of any Check as provided in this Service Description.

10. **Stop payment; cancel and void instructions; stale-dated Checks.**
    a. You will not use this Service as a substitute for our stop payment service. You will follow our standard stop payment procedures described in the applicable Account Agreement if you wish to stop payment on a Check that was validly issued. You will use:
        i. A cancel instruction only to delete an outstanding Check included in your Check Issue Data, and
        ii. A void instruction only to notify us that a Check included in your Check Issue Data has been destroyed and will not be re-issued.
    b. Using notations or legends on a Check is not an effective stop payment order or void instruction. We will not be liable for failing to follow your cancel or void instruction for any Check on which we have made final settlement.
    c. If you choose to use our "stale-dated" feature, we will return each Matching Check (other than a directly presented Check) that is dated past your specified stale-date, unless you instruct us to pay the Check.

11. **Our right to return checks.** Nothing in this Service description will limit our right to return any Check you have authorized us to pay as part of this Service if we determine that:
    a. The Check is not properly payable for any reason (without us agreeing to, or being required to, make such determination in any circumstance), or
    b. There are insufficient collected and available funds in your Account to pay the Check.

    You agree that our determination not to pay a Check will not constitute wrongful dishonor of that Check.

12. **Survival.** Sections 4, 7, 9 , 10 and 11 will survive termination of Services.

Reverse Positive Pay Service

1. **Description of Service.** Our Reverse Positive Pay Service is an alternative to our Positive Pay Service that we provide to select customers, including customers that issue Drafts. The Reverse Positive Pay Service is required when you enroll in the Third Party Drafts or Payable Through Drafts Services. With this Service:
    a. You can detect fraudulent Checks by reviewing information we provide to you each Business Day about Checks that have posted to your Account from the prior Business Day ("Paid Items Report") (see section 2),
    b. You can request we edit Checks that have posted incorrectly to your Account,
    c. If you have elected our Teller Match Service, we may perform a positive pay verification of certain directly-presented Checks (see section 3) as we determine in our sole discretion from time to time, and
    d. You can instruct us to return unauthorized Checks.

    For purposes of this Reverse Positive Pay Service Description, a "Check" is a check, Draft or other paper instrument purportedly issued on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you.

2. **Paid Items Report.** Each Business Day, we will provide you with the Paid Items Report through our *CEO* portal or by other methods you may elect. Each Business Day, you will compare the Paid Item Report to your Check Issue Data and before the Decision Deadline, notify us through the *CEO* portal of any edit requests or return instructions for those Checks described on the Paid Items Report for that Business Day. You will include in your notification the serial number and amount of each Check you wish to edit and the reason for returning each Check you wish to return.

3. **Teller match service.**
    a. You may separately elect to have us perform a positive pay verification on certain directly-presented Checks, in which case the provisions in section 8 (Directly-presented Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern. If you enroll in this Service option, you will provide the Check Issue Data for each Check to us before you issue the Check.
    b. With respect to a directly-presented Check, we will have no liability to you for not performing:
        i. Any positive pay verification, if we do not receive and have a reasonable amount of time to act on your Check Issue Data for the Check before we receive the directly-presented Check, or
        ii. Payee validation, if you fail to include the payee's name in your Check Issue Data for the directly-presented Check.

4. **Your failure to give us timely instructions.** If we do not receive your edit requests and/or return instructions by the Decision Deadline on any Business Day, we will pay each Check described in the Paid Items Report for that Business Day, unless you have already instructed us by effective stop payment order to return that Check unpaid.

5. **Checks to be paid; liability limit and indemnification.**
    a. We will pay each Check you are deemed to have authorized us to pay in accordance with this Service Description without performing any further review of such Check. We will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered, it is counterfeit, bears forged or unauthorized signature, or is not validly issued. You waive and release us from and agree to protect us against any Losses resulting from a claim that such a Check was not properly payable.
    b. We will have no liability if you instruct us to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but your instruction does not reach us in a time and manner affording us a reasonable opportunity to return the Check before we pay, accept, certify, cash or otherwise become obligated to pay the Check as provided in the Uniform Commercial Code.
    c. You will promptly reimburse us for any loss we incur when we make the proceeds from a Check available in accordance with Reg CC prior to our receipt of your instructions regarding the Check.

6. **Edit requests and return instructions.**
    a. **Edit requests.** We reserve the right to deny any of your edit requests based on our evaluation of the edit request. We will not accept edit requests with respect to any Checks that you attempt to communicate to us by any means other than the *CEO* portal.
    b. **Return instructions.** We reserve the right to decline your return instruction based on our evaluation of the return instruction. If your reason for returning a Check is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

7. **Stop payment and our right to return Checks.** Sections 10a and b (Stop payment and void instructions) and 11 (Our right to return Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern.

8. **Survival.** Sections 3, 5, 6 and 7 will survive termination of Services.

Payment Authorization Service

NOTE: If you have the ability to write checks on your Account, we recommend that you use the Positive Pay Services to prevent check fraud. You understand that the Payment Authorization Service does not provide the same level of protection as the Positive Pay Services. If you decide not to implement the Positive Pay Services, or you do not properly use it, you assume the risk of loss for unauthorized checks.

1. **Description of service.** With this Service you can set limits on paper Items that may be drawn on your Accounts based on the options you choose. You may also prevent any paper checks being paid on your Accounts by choosing to set the applicable limit to zero.

2. **Available options.**

Option (on Product Enrollment Form)	Action we will take
Maximum Check Amount Authorized	We will automatically return unpaid Items drawn against the Account which are presented to us but exceed the "Maximum Check Amount Authorized" you provide us with. These Items are marked "Refer to Maker."
Maximum Check Cashing Amount	We will refuse to cash checks drawn against the Account and presented to us through our branch network, if they exceed the "Maximum Check Cashing Amount" you specify.
Maximum over the Counter Withdrawal Amount	We will refuse withdrawal requests against the Account which are presented to us through our branch network, if they exceed the "Maximum over the Counter Withdrawal Amount" you specify.
Checks to Individuals	We will refuse to cash checks drawn against the Account which are presented to us through our branch network, and which are made payable to an individual.

Account Reconciliation Plan (ARP) Service

1. **Description of Service.** With our ARP Service, you can receive automated reporting to help you reconcile your Accounts. With this Service you can:
   a. Receive Account information reporting, based on the Service options you select,
   b. Store information about Items you issue on your Accounts, and
   c. Process the information in accordance with the Service options that you elect in the Set-up Form. Our User Guide for the Service details the Service options.

2. **Issued check information.** If you elect our full ARP Service, each Business Day prior to the Cutoff Time, you will provide us with the Issued Check Information using the communication channel(s) you elect. For purposes of this Service Description, "Issued Check Information" is the issue date, serial number and dollar amount of each Item (as defined in the applicable Account Agreement) that you issue on your Account. If you elect our Deposit Location Reporting Service, you will provide us with a list of your location numbers and names and may amend the list from time to time by notifying us in writing.

3. **Stop payment orders.** If you use the ARP Service to place a stop payment order on any Item, you understand that:
   a. The Account Agreement governs the stop payment order,
   b. Each stop payment order is subject to our verification that the Item described in the stop payment order has not been paid, and
   c. This verification may occur a minimum of ninety (90) minutes after the time you transmit the stop payment order to us.

Controlled Disbursement Account Service

1. **Description of Service; required Accounts.** The Controlled Disbursement Account ("CDA") Service is available to select customers that qualify based on their credit and other considerations. With the CDA Service, you will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"),
   b. One or more checking accounts with us linked to a Funding Account (each, a "Disbursement Account"), and
   c. The information reporting service specified by us ("Information Reporting Service").

   Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Set-up Form for this Service. You will enroll each Disbursement Account in our Positive Pay Service. You will use each Disbursement Account solely to issue Checks, Drafts and electronic debits (each, a "Debit") in accordance with this Service Description. You will not issue any Debits on any Disbursement Account until we notify you that such Disbursement Account is operational.

2. **Determination of Total Net Presentment.** Each Business Day by the Cutoff Time, we will make the Total Net Presentment for each Disbursement Account available to you through the Information Reporting Service. The "Total Net Presentment" consists of the total dollar amount of:
   a. Debits that have posted in the first and, if applicable, second presentment on that Business Day, and
   b. Adjustments to the Disbursement Account reported on our CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

   If the Total Net Presentment is not available to you through the Information Reporting Service by the Cutoff Time, we will have no liability, and you will estimate the Total Net Presentment.

3. **Your obligation to deposit funds in Funding Account.**
   a. Each Business Day before the Cutoff Time, you will deposit good and collected funds in your Funding Account so that the balance in the Funding Account, as determined in accordance with the Account Agreement, is sufficient to cover either:
      i. The Total Net Presentment or your estimate of the Total Net Presentment, and
      ii. The total of any Debits that have been memo posted to your Disbursement Account before the Cutoff Time on the current Business Day as set forth in the intra-day composite report we make available to you.

   b. If you fail to transfer funds as required in subsection 3(a) above or if such transfer was based on your estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, we may, at our sole option:
      i. Advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account, or
      ii. Return Debits, in any order, unpaid (even though we may have previously established a pattern of paying such Debits).

4. **Transfer of funds to Disbursement Account.** Each Business Day, we will:
   a. Transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day, and
   b. Advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by us will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).

5. **Our obligation to pay debits.** We will have no obligation to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time we make our payment decision.

6. **Your agreement to repay our advances to Disbursement Account.** You will unconditionally pay us on demand without setoff or counterclaim in good and collected funds the full amount of any advance we make pursuant to sections 3 and 4 plus our fees and costs incurred in connection with such advance.

7. **Security interest.** As security for the Obligations, you pledge to us, and grant us a lien on and a security interest in, the following property and all proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations:
   a. Each Funding Account, each Disbursement Account, and all of your other accounts with us and our affiliates, and
   b. Any of your property now or at any time delivered, conveyed, transferred, assigned, pledged or paid to us in any manner whatsoever.

   Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

8. **Fraud prevention.** Enrollment in one of our Positive Pay Services is required for enrollment in this Service. You acknowledge there is a growing risk of losses resulting from unauthorized Items. You recognize that Controlled Disbursement Service customers are especially susceptible to losses from unauthorized checks. You are aware that we offer an additional service known as "Payee Validation," which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. We have advised you that if you do not enroll in and properly use our Payee Validation Service, we will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and you will be treated as having assumed the risk of these losses.

9. **Liability and indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, we will not be liable for any Losses paid, suffered or incurred by you, and you will indemnify us from and hold us harmless against any Losses that we suffer or incur, arising directly or indirectly and relating to:
   a. Your performance or failure to perform your obligations in accordance with this Service Description,
   b. Us acting on any information you provide us in any Service Documentation or otherwise,
   c. If we return any Check unpaid because you have not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment,
   d. Our dishonor and return of any Debit unpaid if you issue the Debit before we notify you the Disbursement Account on which it was drawn is operational,
   e. Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
   f. If any Debit fails which has not been tested and approved by us to satisfy our check specifications, our late return of that Debit and any presentment-related problem resulting from the failure of that Debit,
   g. Except as otherwise provided in the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services, our payment of any Check or Draft for which there is an alteration in serial number or amount, is counterfeit, bears a forged or unauthorized signature, or is otherwise not validly issued, or
   h. The exercise of our rights or the performance of our obligations in accordance with this Service Description or the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services.

10. **Termination.** In addition to our right to terminate this Service under the Master Agreement, we may terminate this Service and close the Funding Account and Disbursement Account immediately upon sending you written or oral notice (confirmed in writing) of such action if:
    a. You fail at any time to fund the Funding Account as required in this Service Description,
    b. A lawsuit or other proceeding is commenced by any federal or state agency alleging, or we receive an opinion of counsel, that this Service or any material term or condition of this Service Description violates any law or regulation, or
    c. You default in your obligations under the other Service Documentation or under any other agreement or instrument signed by you in our favor including without limitation any loan agreement or promissory note.

    Upon termination of this Service, you will, in accordance with our instructions, stop issuing Debits on the Disbursement Accounts, and we will close the Disbursement Accounts and stop processing Debits. You will continue to be liable for all Debits issued on the Disbursement Accounts prior to termination and for all Debits we are obligated to pay.

11. **Survival.** Sections 2 and 5 – 9 will survive the termination of this Service.

Specialized Disbursements Services

Centralized Disbursements Manager Service

1. **Your relationship to clients.** You have represented to us that you function as claims administrator, property manager, or accounts payable administrator with respect to your clients (each individually a "Client" and collectively, "Clients"), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services you provide to your Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of your Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.

2. **Centralized Disbursements Manager ("CDM") desktop.** You will interact with our electronic system for operating the Service through our "CDM Desktop" function, which you will access through the applicable treasury management services internet portal maintained by us.

3. **Account structure.** To facilitate your disbursement and payment funding activities on behalf of your Clients, you will establish and maintain with us, in your name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks you issue on behalf of your Clients will be drawn ("Disbursement Account"), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account ("Master Funding Account"), (iii) at your option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an "Individual Client Funding Account"), (iv) an account against which exception items that you instruct us to pay are to be temporarily posted ("Default Account"), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a "Recovery Account").

4. **Accounts for the benefit of individual clients.** At your option, you may open one or more Individual Client Funding Accounts in your name, each for the benefit of an individual Client, in a way that permits the Client's taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a "Beneficial Owner Account", and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that you open, you represent and warrant to us that you have valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.

5. **Client profiles.** For each Client for which you make disbursements, you will establish and maintain through the CDM Desktop an electronic client profile (each a "Client Profile"). As part of each Client Profile, you will assign the applicable Client a unique alpha/numeric identifier (a "Client ID") no more than ten characters in length. We will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client set-up forms.** For each Individual Client Funding Account you open under the Service (including each Beneficial Owner Account), you will, prior to opening the Account, deliver to us a form (each a "Client Set-up Form") in a format approved by us, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client's name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If we determine at any time that we do not have a Client Set-up Form for a particular Account, you will upon our request promptly cause such a form to be prepared and forwarded to us.

7. **Delivery of W-9 or W-8 forms.** For each Individual Client Funding Account you open under the Service, you will, prior to opening the Account, deliver to us an original Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" (each a "W-9 Form") or Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding" or other appropriate W-8 series form (each a "W-8 Form"), properly completed and executed by (i) the Client for whose benefit you are opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client's behalf (an "Authorized Representative"). You represent and warrant that each W-9 Form or W-8 Form which you deliver to us in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If we determine at any time that we do not have a W-9 Form or W-8 Form for a particular Client, you will upon our request promptly cause such a form to be prepared and forwarded to us.

8. **Disbursements by check; use of Positive Pay.** All checks you issue in payment of claims or other obligations on behalf of your Clients ("CDM Checks") must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by our standard Controlled Disbursement Service Description. You may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. You must at all times use our Positive Pay Service in connection with the Disbursement Account. Your use of our Positive Pay Service will be governed by our Positive Pay Service Description and other documentation in effect from time to time with respect to that Service.

9. **CDM check issuance; Issue Files.** You must identify and describe each CDM Check you issue in an electronic issue file (each an "Issue File"), which you must transmit to us in connection with the CDM's Check issuance. You must create and transmit each Issue File to us in compliance with our published standards for creation and transmission of issue files for use with the Service. You must include in each entry for a CDM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the CDM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any CDM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that check. We will compile the information in each Issue File and incorporate that information in our cumulative CDM data base of issued and outstanding CDM Checks (the "Issue File Data Base").

10. **Presentment and payment of CDM checks.** Upon presentment of a check against the Disbursement Account, we will, as part of our Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If we identify the item as a CDM Check that matches a corresponding Issue Record in the Issue File Data Base (a "Matching Check"), we will ascertain the Client ID accompanying the Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, we will pay all such Matching Checks. We will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, we may, in our sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between you and us in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from you to us.

11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but you nevertheless instructs us to pay the item, we will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, you will promptly provide us with instructions via CDM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.

12. **Minimum balance requirement for Recovery Accounts.** You must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. We may return unpaid any CDM Checks presented for payment against the Disbursement Account during any period in which you fail to maintain the balance requirement set forth in this section 12. We may at any time, in our sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.

13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf you issue CDM Checks, will be funded on either an "Issue Funding" basis or a "Presentment Funding" basis. You must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, you agree that it will not be changed without our written consent.
    a. Issue Funding Basis. If you are funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to our receipt of each Issue File from you that pertains to the Client.
    b. Presentment Funding Basis. If you are funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.

14. **Funding method.** You will fund each Individual Client Funding Account by using one of the funding methods set forth in this section 14. The process of funding by any of these funding methods will be governed by the Master Agreement, this Service Description and other Service Documentation. **YOU WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by your Client. As used in this section 14, the term "Funding Day" has the meaning given to it in section 15.

a. **ACH Debit Entries.** You may use ACH debit entries to debit the account of the corresponding Client with us or at another financial institution ("Debit Account"). If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate an ACH debit entry from the Debit Account. Provided that we have adequate information about the Debit Account, we will transmit an ACH debit entry file to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day. You authorize us to create and transmit each such debit entry file, and represent and warrant to us that each debit entry created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the file containing such ACH debit entry.
b. **ACH credit entries.** You may use ACH credit entries to transfer funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, we will transmit an automatic ACH credit entry funding notice, by e-mail and/or fax at your option, to you and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the funding notice.
c. **Wire credit transfers.** You may use wire credit transfers to transfer of funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will transmit an automatic wire credit transfer funding notice, by e-mail and/or fax at your option, to Company and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day we transmit the funding notice.
d. **Drawdown wires.** You may use drawdown wires to debit the Debit Account. If you use this funding method, prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate a drawdown wire from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day. You authorize us to create and transmit each drawdown wire, and represent and warrant to us that each drawdown wire created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day we initiate the drawdown wire.

e. **Internal book transfers.** You may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with us. If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable us to generate an internal book transfer from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client. However, that if that day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day. You authorize us to initiate and execute each such internal book transfer, and represent and warrant to us that each internal book transfer initiated using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day we initiate the internal book transfer.

15. **Funding Frequency.** You will fund each Individual Client Funding Account according to one of the funding frequency options set forth in this section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day."
    a. **Daily funding.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client.
    b. **Weekly funding.** Under the "Weekly Funding Frequency Option", funding will occur once a week, on the same day of the week as you select.
    c. **Monthly funding.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as you select.
    d. **Semi-monthly selected date funding.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by you.
    e. **P.A.L. funding.** The "P.A.L. Funding Frequency Option" is only available for accounts you are funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with a dollar limit you specify.
    f. **Threshold funding.** The "Threshold Funding Frequency Option" is only available for accounts you are funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with a dollar limit you specify.

16. **Supplemental funding days.** You may, at your option, establish one or more additional Funding Days that supplement the funding frequency options chosen for a particular Client under section 15 above. Each additional funding day may be designated as either a "Clean-up Date" or "End-of-Contract Date", depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.

17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of you or us, we may at any time, and without prior notice to you, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account you maintain with us; provided, however, that we may not set off against any other Individual Client Funding Account.

18. **Security interest in Recovery Accounts.** As security for the Obligations, you grant us a security interest in and lien on the Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, the Recovery Accounts (the "Collateral"). Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

19. **Account closure or debit block.** We reserve the right to either close or place a debit block on any Individual Client Funding Account which, in our sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that the Client associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.

20. **Business Associate Agreement.** If you are an organization that performs any function or activity involving the use, transmission, or disclosure of individually identifiable health information, you and we must enter into a Business Associate Agreement (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to us.

21. **Compliance with Applicable Laws.** You represent, warrant, and covenant to us that you will at all times comply with all Applicable Laws governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.

22. **Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all Losses which we suffer or incur as a result of or in connection with (i) your failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information you provide to us which is incomplete or erroneous, and (iii) your failure to comply with Applicable Laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.

23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both you and the Client to dispose of the Account and related funds, we reserve the right, in its sole discretion, to suspend all activity on that Account and to interplead the funds into court.

24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. We may terminate the Service following notice to you (i) if you breach any material provision of the Master Agreement or this Service Description and fail to cure the breach within fifteen (15) days after we give notice of the breach, or (ii) notwithstanding the foregoing, if you fail at any time to maintain the minimum balance in the Recovery Accounts required under section 12 of this Service Description. Termination of the Service will not affect your or our rights with respect to transactions which occurred before termination.

25. **Survival.** Sections 4, 10, 12, 14, 17- 19, 22- 24 will survive termination of the Services.

Payable Through Draft Service

1. **Description of Service.** With this Service, we provide you with information about payable-through Drafts that are purportedly drawn on you and received by us so that you can determine if you will pay, edit or dishonor each Draft.

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WELLS FARGO BANK, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not issue any Draft until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8 [Edits to Drafts]) or dishonored (section 9 [Drafts to be dishonored]) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our *CEO* portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10, will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Drafts. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.
   b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
      i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
      ii. Us, at any time before midnight of the first Business Day after the day we presented the Draft to you.

      To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

   c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

10. **Draft Cashing.** We offer a Draft Cashing Service (see our User Guide for more information). If you enroll in this Service, you waive any rights to dishonor or issue an edit request with respect to any Draft we cash at our teller line.

11. **Liability and Indemnification.**
   a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
      i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
      ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
      iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
      iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
         1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
         2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and

3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed Return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon blanks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Third Party Drafts Service

1. **Description of Service.** You provide draft stock to your customers (each, a "third party") that issue third party drafts. With this Service, we will provide you with a controlled disbursement service for third party drafts. You will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"), and
   b. One or more demand deposit accounts with us (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of our controlled disbursement end points (each, an "End Point").

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WFB, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not provide Draft stock to any third party until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8) or dishonored (section 9) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft that is not timely returned by us.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10 [Draft cashing], will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
   i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
   ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

   To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not consitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudlent transaction.

10. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.

11. **Liability and indemnification.**
    a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
       i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
       ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
       iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
       iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
          1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
          2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
          3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

       "Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

       When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying

bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. **Anti-money laundering and sanctions controls.** While this Service Description is in effect, you will:
   a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations, judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
   b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;
   c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
   d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;
   e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and
   f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

13. **Survival.** Sections 3, 4, 6, 9, 10 and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us.

Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section 11(f) of the Master Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.

CHECK CASHING SERVICE DESCRIPTION

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

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. Description of Bank's Service. Bank's Service enables Company to have Bank and Bank's affiliates (each an "Affiliate" and unless otherwise specified, along with Bank, collectively "Bank") cash checks drawn on Company's accounts held at other banks.

2.1. Company's Request to Cash Checks. Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service ("Setup Form"); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an "Account" and collectively "Accounts") at a drawee bank identified on the Setup Form ("Drawee") (each such check a "Check") whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.

2.2. Check Cashing Procedures. Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**

3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.

4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.

5. **Company's Guarantee of Payment and Obligation of Reimbursement.**

5.1. **Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.

5.2. **Obligation of Reimbursement.** If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.

6. **Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.

7. **Survival.** Sections 4, 5 and 6 of this Service Description survive termination of the Service.

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Automated Payables Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:
- Payment Manager
- Invoice Manager
- Bill Manager

The Service Documentation includes:
a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

Payment Manager

1. **Description of Service.**
   a. ***Payment Manager®* service.** With the *Payment Manager®* Service, you can send a Payment File to us directly from your treasury workstation, Enterprise Resource Planning (ERP) system, or other accounts payable system. Based on your Payment File, we generate (a) payments to your Payees from your Account, and (b) remittance data regarding each payment. Payment types include ACH, SEPA or other similar automated transfer, wire transfer, check, Disbursements with *Zelle®*, and certain cards. We may add, modify or eliminate a payment type at any time. The payments are governed by the Service Documentation applicable to the payment type(s) you use. In the event of a conflict between the Service Documentation that applies to the payment type and this Service Description, the Service Documentation that applies to the payment type will control.

   b. ***Payment Manager Plus℠* enhanced remittance service.** With *Payment Manager Plus℠*, we use the delivery channel to which you and we separately agree to make Remittance Documents available to each of your Payees.
      i. **Remittance Document.** A Remittance Document may be sent to a Payee via fax, email, secure document delivery and print and mail. You acknowledge that documents sent by fax or unencrypted email are not secure. A Remittance Document will conclusively be deemed to have been received by the Payee when we make it available. We will not confirm receipt of or be liable for corruption or loss of data in a Remittance Document after we make it available.

2. **Payment File transmission.** You will prepare each Payment File and deliver it to us in accordance with the User Guides for the Service we separately make available to you. You will only use the Transmission Protocol to which you and we separately agree. You may use the *CEO* portal to upload Payment Files (within our applicable size limit). You agree to use the applicable Security Procedure when you send us Payment Files. You may deliver Payment Files to us, and we will acknowledge receipt of Payment Files, twenty-four hours a day, seven days a week.

3. **Payment File processing.** Each Business Day we will process Payment Files and make payments only according to the processing schedule we separately make available to you.

4. **Payment File validation.** We will inspect each Payment File we receive to confirm its format meets the requirements in the User Guide. Our inspection will not detect erroneous or missing information or unauthorized payments.

5. **Incomplete, rejected Payment Files.** If a Payment File is missing a required data field for a payment described in it or if we have identified other errors that prevent us from processing the Payment File, we may, without liability to you, reject the entire Payment File.

6. **Positive Pay Service.** If you enroll in this Service and issue checks through Payment Manager, we strongly recommend that you enroll in our Positive Pay Service. On the Business Day we print a check through the Payment Manager Service, we will update your check issue data to include such checks, in accordance with the Positive Pay Service options you have enrolled in.

7. **Payment and delivery preferences.** If you elect to make our Payment and Delivery Service available to your Payees, we will securely store Payee bank account and routing information provided by your Payees. We will have no liability to you if a person we reasonably believe is authorized to act on your or a Payee's behalf (a) provides inaccurate Payee information to us, or (b) is not actually authorized to act on your or the Payee's behalf. You will promptly notify us if you receive information indicating a scheduled payment may have been misdirected. We offer three options for a Payee to provide this information to us:
   a. **Non-verified.** With this option, a Payee uses an online self-enrollment portal to provide us with their bank account and routing information. We do not verify any of this information and will have no liability to you or the Payee if any of this information is incorrect.
   b. **Supplier analysis and onboarding.** By using our Supplier Analysis and Onboarding Service as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description.
   c. **Electronic document delivery.** With our Electronic Document Delivery ("EDD") service, you provide Payee contact information to us via file transmission. Payee contact information may include Payee account information. We will not verify any of this contact information and will have no liability to you or the Payee if any of this contact information including any Payee account information is incorrect. We use this information to populate a Payee database that you will use to originate ACH template payments. By transmitting the file to us, you certify that the Payee information in it is correct and complete.

8. **Record retention.** You will keep a copy of a Payment File for 30 days from the date you send it to us. We will retain a copy of each Remittance Document for 120 days from the date it is first sent to a Payee.

9. **Survival.** Sections 1(a), 5, 7 and 8 of this Service Description will survive the termination of Services.

Invoice Manager

1. **Description of Service.** With this Service, you can receive, validate, and approve Invoices for payment. You may direct invoices to the Service in either paper, email, or electronic format. We will capture data from your paper or emailed

Invoices based on your Business Rules. We can match Invoices against PO or receipt data. You will receive an approved invoice file containing information regarding your processed Invoices.

2. **Third-party service provider.** We may use a TSP in providing the Service to you. We may change or add a TSP at any time. You agree that we have the right to provide information about you and your use of the Service to the TSP.

3. **Paper Invoice capture.** If you enroll in our Invoice paper capture service, you can direct paper Invoices to a U.S. Postal Service P.O. Box and email Invoices to a unique email address. Subject to section 8, (a) we will scan and capture a standard set of data from each Invoice, and (b) we can also capture PO line item data.

4. **Electronic Invoice capture and supplier enablement.** With our supplier enablement service, you provide supplier contact information to us. We use this information to contact Suppliers about enrolling in our supplier network. Enrolled Suppliers can submit electronic Invoices to you via online manual entry, file upload, PO-Flip, or electronic file submission. If you send an invoice status file to the Service, Suppliers can view payment remittance information on the supplier network user interface.

5. **Purchase order match.** With this Service, you can send us a file containing PO and receipt information, and we will attempt to match incoming Invoices to the POs and receipts based upon your Business Rules. We will confirm that (a) an Invoice is being applied against the correct PO, (b) the amount Invoiced is correct, and (c) the goods and services as referenced in the PO have been received.

6. **Payment discounts.** If you elect to use our dynamic discounting option, you can apply payment discounts to Invoice payments, including:
   a. **Auto-slope discount.** With this option, you can apply a pro-rated discount on an Invoice containing early payment discount terms once the term dates have passed. The Invoice payment amount automatically adjusts based on the original payment terms and the actual payment date, and
   b. **Early pay.** With this option, you can offer a Supplier that enrolls in the supplier network an early pay discount based on the payment date and terms that you approve.

7. **Record retention.** We will retain Invoices images, data, and history for 18 months after receipt, unless you enroll in the Invoice archive service option. All paper Invoices that we receive through this Service will be retained for the time period we separately disclose to you, unless otherwise agreed. You can also elect to receive your archived Invoice data via a flash drive.

8. **Liability.** Invoices provided to us through the Service are not the official record of your Invoices. You are responsible for keeping your own records of your Invoices processed through the Service. We are not responsible for Invoices that are lost, damaged or destroyed. We are not responsible for the accuracy of and will not verify Invoice information we receive from your Suppliers and provide to you through the Service. Neither we nor the TSP shall be liable for any loss or damage arising out of the inaccuracy of the information or data provided by you via the Service. This section will survive the termination of the Service.

Bill Manager

1. **Description of Service.** You may access both the Payables Service and the Receivables Service through our *CEO* portal.
   a. **Payables Service.** You may send Bill Payments to your Payees from your Payables Account.
   b. **Receivables Service.** You may send Bills to your Customers and initiate Receivables Payments from them. We will credit the Receivables Payments to your Receivables Account.
   c. **Third-Party Service Provider.** We may use a TSP in providing the Service to you, including Bill.com. We may change or add a TSP at any time. You agree that we have the right to, and when you enroll in the Service you direct us to, provide information and documentation about you and your use of the Service to Bill.com or another TSP,

including without limitation your name, address, taxpayer identification number and related forms or documents, entity organizational documents (such as articles or certificate of incorporation/formation/organization), bank account information (including with respect to the Payables Account and Receivables Account) and Authorized Users. Bill.com is a money services business and a licensed money transmitter, and the provider of money transmission services for the Service. Additional information on Bill.com's licenses is available at https://app.bill.com/licenses. Bill.com (or any successor TSP) is a third-party beneficiary of Sections 2 - 19 of this Service Description.

2. **Payables Service.**
   a. **Bill Payments.** You may make a Bill Payment using the CEO portal. You agree to use the applicable Security Procedure when you make a Bill Payment. We or the TSP may send the payment electronically or by mailing a check to your Payee. We or the TSP may update the Payee's address and data, including bank routing information and account information, to match the account number, data or format required by the Payee's bank. We or the TSP will try to inform you of any returned Bill Payment and to provide you with a choice to void the Bill Payment and credit your Payables Account or to attempt to resend the payment to the Payee. If you don't provide us with instructions on what to do, you authorize us or the TSP to void the Bill Payment and credit your Payables Account. Neither we nor the TSP will be liable for any returned or resent Bill Payment.
   b. **Payment Date.** We or the TSP will make the Bill Payments only on Business Days in accordance with the processing schedule made available to you separately online. You are responsible for making sure there is sufficient time for your Bill Payment to be paid by the appropriate due date. Where we use a TSP, if you invite a Payee to set up a Bill.com Network account, it may take several days to complete the verification process, and accordingly, any Bill Payments to your Payee may be delayed. You are solely responsible for all penalties, interest charges, and other late payment fees associated with Bill Payments delivered after the due date.
   c. **Your authorization for debit.** You authorize us and the TSP to debit your Payables Account in increments or as a lump sum to make the Bill Payments. You also authorize us and the TSP to: (i) resend any ACH debits, to fund Bill Payments from your Payables Account, that are returned for insufficient or uncollected funds or for any other reason; and/or (ii) verify available funds in your Payables Account prior to resending any such ACH debits. You agree that your Payables Account will be enabled for ACH debits, and you agree to reimburse us and the TSP for all penalties and fees resulting from the rejection of an ACH debit relating to a Bill Payment (for insufficient funds or any other reason) or from your Payables Account not being enabled for ACH debits (such as the account being subject to an ACH debit block service). If a debit from your Payables Account is returned, we and the TSP may decline to make any additional Bill Payments or terminate your use of the Service. We also reserve the right to stop payment on any pending Bill Payments until the funding ACH debit is successfully paid. We and the TSP may make appropriate reports to credit reporting agencies, other financial institutions, tax agencies and law enforcement authorities, and we may cooperate with them in any resulting investigation or prosecution. We and the TSP also reserve the right to debit a Payee's account in the amount of any Bill Payment paid to the Payee on your behalf if the ACH debit from your Payables Account is returned because of insufficient funds or any other reason.
   d. **Right to reject payment.** We and the TSP reserve the right to decline a Bill Payment. If a Bill Payment is missing required information or if we or the TSP have found other errors that prevent us from processing a Bill Payment, we or the TSP may, without liability to you, reject the Bill Payment less the cost of applicable fees. We and the TSP are not required to confirm or authenticate the Bill Payment. We and the TSP have no duty to you to monitor or verify any Bill Payment. If we or the TSP take any actions in an attempt to detect unauthorized or erroneous Bill Payments, we and the TSP are not liable for not taking steps to correctly perform such actions. You must have sufficient collected and available funds in your Payables Account to cover the Bill Payment. If there are insufficient collected and available funds to cover a Bill Payment, we or the TSP may decline to process the Bill Payment. We and the TSP will have no liability or responsibility resulting from the rejection of any Bill Payment pursuant to this paragraph, including without limitation for any fees or penalties for late payment.
   e. **Cancellation, amendment, stop payment.** You may request cancellation, amendment or modification of scheduled Bill Payments by following the directions within the Service. Once processing has begun, you cannot

cancel, reschedule or modify a Bill Payment, but you may make a stop payment request. Our ability to process a stop payment request depends on the payment method and whether or not the payment has been processed or the check has cleared. Stop payment requests should be made through the Service. While we will try to accommodate stop payment requests, we and the TSP will not be liable if we cannot stop the payment. We may charge you for additional fees associated with a stop payment request.

f. **Errors and liability.** We and the TSP will not be liable or responsible for verifying that the amount of any Bill Payment is correct. Neither we nor the TSP will have any liability relating to or be involved in any dispute between you and your Payee regarding any Bill Payment, including disputes related to the timeliness of the Bill Payment, the account to which the Bill Payment was sent, or any overpayment and/or underpayment.

3. **Receivables Service.**
   a. **Receivables Payments.** By using the Service, you authorize us or the TSP to collect Receivables Payments from your eligible Customers for deposit into your Receivables Account. We or the TSP may decide whether your Customers may be eligible to send payments to you, and we may evaluate the financial condition and creditworthiness of your Customers. We or the TSP may refuse to initiate or accept any Receivables Payment. You are responsible for the payment instructions provided for any Receivables Payment, including any required authorizations or consents. Neither we nor the TSP will be obligated to credit a Receivables Payment to your Receivables Account if funding for the payment is not received from your Customer for any reason. Neither we nor the TSP will verify the accuracy of Bills or your Customers' payment amounts. Your initiation of a Receivables Payment through the Service authorizes us and the TSP to initiate an ACH debit on your behalf against an account of your Customer. You agree your Receivables Account is enabled to receive Receivables Payments, and you agree to reimburse us or the TSP for all penalties and fees resulting from the rejection of an ACH credit relating to a Receivables Payment or to the Receivables Account not being properly configured to accept Receivables Payments.
   b. **Provisional credit; returns and reversals.** Any credit to your Receivables Account for a Receivables Payment is provisional until we or the TSP successfully collect the funds from your Customer. If we or the TSP do not receive the funds from your Customer, or if any Receivables Payment is subject to a return, reversal or correction, you authorize us and the TSP to:
      i. Debit your Receivables Account or any other Account for the amount of the Receivables Payment, and
      ii. Deduct the amount of such Receivables Payment from other payments to be credited to your Receivables Account, whether or not received from the same Customer. You will pay any shortfall remaining after any such debit or deduction.

      In some cases under Applicable Law, a Receivables Payment may be reversed up to several months after we receive it or may be invalidated. In that case, we or the TSP may debit the funds from your Receivables Account or deduct the amount from other payments to be credited to your Receivables Account as described above. You or your Customer are responsible for all penalties, interest charges, late payment fees and service fees associated with a failed Receivables Payment or any returned debits or credits.

   c. **Your representations and warranties.** Your represent and warrant to us and the TSP the following:
      i. You have:
         - Obtained your Customer's authorization to debit the Customer's account for the Receivables Payment when you provide your Customer's bank account information to us or the TSP to debit, or
         - Instructed us, or the TSP through a Bill.com Network invitation, to obtain your Customer's authorization for the Receivables Payment on your behalf, when you do not provide your Customer's bank account information to us or the TSP.
      ii. You will issue each Bill only as agreed and authorized under your contract with the Customer and/or for products or services provided to your Customer, and will keep each Bill for a minimum of one year from the date of the Bill,

iii. The Receivables Payment amount will be the actual amount owed to you by your Customer under your agreement or for products or services, and
iv. You have received a copy of Federal Reserve Board Regulation E and will comply with that regulation at all times when using the Service.

4. **Other services.** You may also have access to the following additional Service options:
   a. **Bill indexing and document management.** You may upload invoices, bills and other statements from your Payees to your Inbox. You should review your Inbox regularly, and you must designate each Inbox item as a new or existing bill or other document, and input details as required.
   b. **Workflow.** Within the Payables Service, you may record and approve bills.
   c. **Sync.** You may install software from the TSP that enables you to sync transactions processed through the Service with eligible accounting software programs.
   d. **Invoice management, creation and import.** You may send invoices to Customers by email, issue reminders to Customers and also track the status of invoices. You may create invoices by entering Customer name and other information, or you may import invoices from eligible accounting software programs.

5. **Client Money Account.** We may credit to the CMA that the TSP maintains with us the funds we receive by debiting your Payables Account for Bill Payments or the funds we receive from your Customers for Receivables Payments. You acknowledge and agree that:
   a. The funds will be held in the CMA by the TSP, as agent and custodian, for the purposes of sending and receiving funds on your behalf. Even though the funds will be held in an account owned by the TSP, the funds are held solely for your benefit (subject to Section 5.e. below) and, as between you and the TSP, you are the principal with respect to those funds.
   b. You appoint us as your agent to make and resolve any claims and enforce any rights on your behalf relating to your funds credited to the CMA.
   c. The TSP may commingle your funds with other funds similarly collected from or for the benefit of others.
   d. Your funds may become subject to garnishment, levy, subpoena and legal process served on us or the TSP, and to applicable escheatment laws.
   e. We or the TSP may deduct and apply amounts held for your benefit in the CMA as described in Section 3.b. above, and we may otherwise setoff against amounts held for your benefit in the CMA for any obligation you owe us, as allowed by Applicable Law.
   f. You have no right to directly access funds held in the CMA.

6. **Authorized Users.** Each Authorized User will have their own Credentials. You authorize us and the TSP to follow any payment instructions or approvals provided by an Authorized User, whether or not the payment instructions are authorized by you. You will be responsible for any loss that occurs from the disclosure of any Credentials to a person who is not an Authorized User.
   a. **Super Users.** A Super User is an Authorized User with elevated entitlements. There are two different types of Super Users, as described below.
      i. **Administrator:** An Administrator may perform administrative functions on your behalf, which may and can include the following functions:
         - Setting up and terminating other Super Users or Collaborators,
         - Setting up and informing Authorized Users of any limits or restrictions on their use of the Service, and controlling and enforcing any such limits or restrictions, and
         - Immediately notifying us of any actual or suspected loss, theft or unauthorized use of the Service, or of any actual or suspected security breach.
      ii. **Payer:** A Payer has the authority to make payments on your behalf.

   b. **Collaborators.** A Collaborator does not have the same entitlements as a Super User, but may perform certain functions within the Service. A Collaborator may include a Bill Approver, Clerk, Accountant, or Auditor.

7. **Transaction restrictions.** For security and risk management reasons, we or the TSP may set and/or modify restrictions regarding your use of the Service. These restrictions are solely for the protection of us and the TSP.

8. **License.** We grant you a nonexclusive, limited and revocable right to use the Service and Products as described in this Service Description. You shall not use the Service or Products for any other purpose, and will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in Products to any third party. Except for the rights granted here, all rights and title to all Products, including any improvements, modifications, and derivative works, shall at all times remain with us or the TSP. Products constitute trade secrets, and you agree to maintain them as secret, confidential and proprietary.

9. **Bill.com Network.** Where we use Bill.com as a TSP, you become a member of the Bill.com Network. By becoming a member of the Bill.com Network, you agree not to dispute any payments made from your accounts to another member of the Bill.com Network, provided that the transactions correspond to the terms of the contract(s) between you and the other member. You represent that your designated Payables Account and Receivables Account are enabled for ACH debits initiated on behalf of other Bill.com Network members and are not subject to an ACH debit block service that will prevent such debits. If such an ACH debit is charged to your designated accounts and rejected for insufficient funds, you agree the charge may be processed again at any time within thirty (30) days.

10. **Further agreements.** You further agree as follows:
    a. You will at all times maintain enough funds in the Payables Account and Receivables Account to meet all payment obligations, including returns, reversals, and associated fees, and will add funds immediately if we or the TSP notify you that the funds in an Account are insufficient.
    b. You are responsible for verifying the accuracy of all information provided to us and the TSP, including payment instructions and other information related to Bill Payments and Receivables Payments, when using the Service.
    c. You will be bound by and comply with all applicable electronic funds transfer laws and regulations and funds transfer system and clearing house rules then in effect, including but not limited to the NACHA Rules and RPPS Rules.
    d. You agree to make the same representations and warranties, and agree to provide the same indemnities, to us or the TSP as we or the TSP must provide under the NACHA Rules, RPPS Rules or any other applicable funds transfer system or clearing house rules, for any transaction originated via the Service.

11. **Disclaimer of Service warranties.** You acknowledge that we and the TSP have not made any warranties to you relating to the Service. Your use of the Service is at your own risk. The Service is provided on an "as is" "where-is" and "where available" basis, and is subject to change at any time without notice. If you determine that the Service is not performing satisfactorily, your exclusive remedy shall be to stop using and terminate the Service.

12. **Prohibited use of Service.** The Service is not intended for the payment of employee payroll or reimbursement, alimony, child support, taxes or court-directed or government payments, or payments to settle securities transactions. We and the TSP are not, and will not be, a "business associate" of you for purposes of The Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and you will not send or transmit any "Protected Health Information" (as defined in HIPAA) to us or the TSP through the Service. You represent and warrant that you will not use the Service for any purpose that is unlawful or is not permitted by the terms of the Service Documentation (including without limitation the two preceding sentences) or by any Applicable Law, including the sanctions laws administered by the Office of Foreign Assets Control. You further represent and warrant that you will not use the Service in any way that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service.

13. **Data.** Any information or data you submit through the Service may not have been reviewed by us or the TSP, or may be updated, adjusted, and corrected at any time by us or the TSP, and should not be relied upon by you. Any

information or data you provide through the Service is not the official record of your accounts, and neither we nor the TSP shall be liable for any loss or damage arising out of the inaccuracy of the information or data provided by you via the Service. You are responsible for keeping your own records of your accounts and all transactions made through the Service, and you may not rely on us or the TSP to be your record keeper.

14. **Inconsistency of name and account number.** You must provide accurate information for both Bill Payments and Receivables Payments. We, the TSP, any intermediary bank, and any Payee or Customer bank may rely solely on the account number and/or bank routing or identification number provided for Payee or Customer in connection with any payment instructions, whether or not the name of Payee or Customer, or Payee's or Customer's bank, matches the account number and/or routing or identification number. You shall provide us or the TSP with such information as we or the TSP may request for any requested transaction, including without limitation, Payee or Customer and Payee's or Customer's bank account information and name and address. You are responsible for any loss resulting from any error in Payee's or Customer's account number or any routing or identification number for the Payee or Customer bank.

15. **Termination.** We reserve the right to terminate the Service immediately for any reason.

16. **Limitation of liability.** Neither we nor the TSP, nor our respective directors, officers, employees or agents will be liable to you for:
    a. Any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, or
    b. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

17. **Arbitration agreement and class action waiver.** Upon demand of either party, any controversy or claim arising out of or relating to this Service ("Dispute") must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in controversy is US $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy of less than US $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law (as defined in the Master Agreement), and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of either party to: (a) exercise self-help remedies including setoff, or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection. You and we agree that the resolution of any Dispute shall not be consolidated with other Disputes or treated as a class. Neither you nor we shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

18. **Jury trial waiver.** WE AND YOU EACH IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SERVICE DESCRIPTION.

19. **Survival.** Sections 3(c), 4, 5, 7, 10, 12, 13, 15, 16, 17, and 18, and the other terms of this Service Description that by their nature are intended to survive, will survive termination of the Service.

Glossary

ACH means the Automated Clearing House.

Administratormeans an Authorized User who may perform administrative functions on your behalf.

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

Authorized User means an individual (i) who you designate and authorize to act on your behalf in using the Service and to provide instruction to us or the TSP, and (ii) on whose behalf you accept the terms of this Service Description.

Bill.com is Bill.com LLC, a TSP that we may use in connection with the Service.

Bill.com Network means the network of entities or persons, including your Customers and Payees, who have enrolled directly with Bill.com and agreed to Bill.com's terms of service.

Bill is an electronic communication we or the TSP send to your Customers on your behalf for payments they owe you for services or products you provide to your Customer.

Bill Payment means a payment you initiate through the Service to be paid to your Payee.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Business Rules means the business rules for the Service that you and we separately agree to in writing.

CMA means the client money deposit account maintained by the TSP with us.

Collaborator means an Authorized User who does not have the same entitlements as a Super User, but may perform certain functions within the Service.

Credentials means an Authorized User's identification, unique password, and unique security device.

Customers are your customers or other persons who may make Receivables Payments to you through the Service from their U.S. deposit accounts.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Inbox means the electronic mailbox available within the Service where you may upload invoices, bills and other statements from your Payees.

Invoice means an invoice for products or services from your Suppliers received through the Invoice Manager Service, in paper, Web entry or electronic format.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

NACHA Rules means the National Automated Clearing House Association Operating Rules and any applicable local ACH rules.

PO-Flip means data from your purchase order can be used to create an Invoice.

Payables Account means the demand deposit account you have with us that you designate as the account from which we or the TSP will debit funds in order to make Bill Payments to your Payees.

Payee means a third party to whom you make a payment through one of the Services in this Service Description. For purposes of the Bill Manager Service Description, "Payee" means entities or persons, including vendors and other service providers, with U.S. bank accounts, to whom you may make Bill Payments through the Bill Manager Service.

Payment File means an electronic file you send to us containing multiple payment types and accompanying remittance information.

Products are the software and related applications supplied by us or the TSP in connection with the Service.

Receivables Account means the demand deposit account you have with us that you designate as the account to which we or the TSP will credit Receivables Payments received from Customers.

Receivables Payment means a payment to you from your Customer collected through the Service.

Remittance Document means a human-readable document describing the remittance data for a payment.

RPPS Rules means the Mastercard RPPS® Operating Rules.

Representatives is defined in section 11(f) of the Master Agreement.

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Super User means an Authorized User with elevated entitlements.

Supplier means your suppliers that send Invoices for products and services provided to you.

Third-Party Service Provider or TSP is a third party that performs functions related to the processing of payments, including a "third-party service provider" as that term is defined in the NACHA Rules.

Transmission Protocol means the various methods we offer to transmit a Payment File to and from us, as described in the applicable User Guide for the Service.