



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with Wells Fargo Bank (RFP-2023-058-OA - BANKING SERVICES) for commercial banking and merchant services. Fiscal Impact: Estimated \$54,600 per year based on volume for 5 years (Cumulative \$273,000.00). Earned Credit Rate (ECR) will be used to offset service fees.

Presenter(s): Rabia Azhar, Chief Financial Officer

What is the purpose of this contract and why is it needed? Requesting approval for non-standard agreement with Wells Fargo Bank (RFP-2023-058-OA - BANKING SERVICES) for commercial banking and merchant services. Services provided include credit card payment acceptance and processing, deposit management, check printing, wire transfers, direct deposits and investment transactions. Agreement is for five years with one additional five year renewal period. This new agreement would replace the existing contract for banking services (RFP-2013-260-MH).

What procurement process or bid waiver was used and why? A formal competitive solicitation was issued per College Procedure A6Hx2-6.34 - Procurement Procedures utilizing the Request for Proposals (RFP-2023-058-OA - BANKING SERVICES).

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? FD100, CC0295, BU204, PG000203.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes.

Was that return on investment not met, met, or exceeded and how? We met the estimated ROI at approximately 5% on an annual basis.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? These services support all the Social Enterprise tactics by providing banking services used to manage the funds necessary for continued college operation.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreements and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated \$54,600 per year based on volume (Cumulative \$273,000.00). Earned Credit Rate (ECR) will be used to offset service fees. Agreement is for five years with one additional five year renewal period.

Rabia Azhar


Rabia Azhar, CFO

4/15/2024

APPROVAL PATH: 12089: Wells Fargo Bank (RFP-2023-058-OA - BANKING SERVICES)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Rabia Azhar	CFO Review		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Zaida Riollano	Procurement Approval		 Completed	
4	Christine Sims	Budget Departmental Review		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Pending	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



AWARD RECOMMENDATION

RFP-2023-058-OA - BANKING SERVICES

Solicitation recommendation shall remain posted for a period of seventy-two (72) hours after posting date.

Posting Date: April 15, 2024

Two (2) Proposers submitted proposals (in alphabetical order):

1. J.P. Morgan Chase Bank, N.A.
2. Wells Fargo Bank, N.A.

Recommendation for Award:

- Wells Fargo Bank, N.A.

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 20, Florida Statutes.”

Orlando Aponte, Procurement Officer
oaonte@broward.edu

PROCUREMENT MEMORANDUM

TO: Zaida Riollano, Procurement Manager
FROM: Orlando Aponte, Procurement Officer
SUBJECT: RFP-2023-058-OA - BANKING SERVICES
DATE: April 15, 2024

In accordance with Florida Statutes, Broward College released the Request for Proposals RFP-2023-058-OA - BANKING SERVICES with the intent to receive proposals from a State of Florida-qualified financial institution to provide the College with core banking services in accordance with the terms, conditions, and specifications contained in the solicitation. The financial institution shall have the capability of fulfilling ALL REQUIRED banking services and solicitation objectives through a direct contractual relationship in which the College will execute a single contract with the awarded proposer.

Notices were sent to 104 prospective vendors using DemandStar and My Florida MarketPlace. The College received two (2) responsive proposals from the following vendors (in alphabetical order):

1. J.P. Morgan Chase Bank, N.A.
2. Wells Fargo Bank, N.A.

PROCUREMENT SELECTION COMMITTEES

MEMBER INFORMATION (Broward College Employee unless otherwise noted)	EVALUATION COMMITTEE		NEGOTIATION TEAM
	PHASE I REVIEW OF REPLIES	PHASE II INTERVIEWS AND PRESENTATIONS	PHASE III CONTRACT NEGOTIATIONS
Qianxin Susan Liang, Controller	X	X	X
Tara Jones, Associate Vice President, Student Financial Services	X	X	X
Serrana Dominguez, Senior Director, Payroll Services	X	X	
Lashainta Mims, Interim Senior Director, Tax	X	X	
Jonathan Cedeno, Bursar	X	X	
Rabia Azhar, Chief Financial Officer (Technical Advisor)			X
James Jones, Chief Process Owner (Technical Advisor)		X	
Orlando Aponte, Procurement Officer (non-voting)	X	X	X
Jeff Albright, Senior Director, Contract Negotiations (non-voting)			X

PHASE I – REVIEW OF PROPOSALS

The Evaluation Committee convened in a public meeting to discuss the proposals received and rank the proposals according to the evaluation criteria found in the solicitation document. Upon review of the proposals, the Evaluation Committee ranked proposals and selected the following proposers to proceed to Phase II – Interviews/Presentations, as follows (in alphabetical order):

1. J.P. Morgan Chase Bank, N.A.
2. Wells Fargo Bank, N.A.

PHASE II – INTERVIEWS AND PRESENTATIONS

The Evaluation Committee convened in a public meeting to score and evaluate the interviews and presentations of the shortlisted proposers according to the evaluation criteria set forth in the solicitation document.

1. J.P. Morgan Chase Bank, N.A.
2. Wells Fargo Bank, N.A.

Upon evaluation, the Evaluation Committee scored and ranked proposers, and as a result, selected the top ranked proposer to proceed to Phase III – Contract Negotiations, as follows:

1. Wells Fargo Bank, N.A.

PHASE III – CONTRACT NEGOTIATIONS

The College's Negotiation Team convened to conduct negotiations with the proposer offering the best value to the College:

1. Wells Fargo Bank, N.A.

After conducting negotiations with the proposer, the College's Negotiation Team considered award recommendation, and recommended contract award to Wells Fargo Bank, N.A. as providing the services encompassed by the solicitation RFP-2023-058-OA - BANKING SERVICES while offering the best value and in the best interest of the College.

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MASTER BANKING SERVICES AGREEMENT

This Master Banking Services Agreement (this “Agreement”) is entered into as of the 28th day of July, 2024 (the “Effective Date”) by and between Wells Fargo Bank N.A.(“Bank”), and The District Board of Trustees of Broward College, Florida (“College”).

Recitals

WHEREAS, the College issued RFP 2023-058-OA for the provision of banking services on October 18, 2023, (the “RFP”) to which the Bank submitted its response dated December 18, 2023 (the “Bank’s Response”);

WHEREAS, on the basis of the Bank’s Response, College has determined to engage the Bank to provide certain banking services; and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Bank and the College hereby agree as follows:

1. Services. The Bank shall provide the College the services described on Exhibit A as requested by College from time to time (individually a “Service”, collectively, the “Services”) in accordance with the Agreement Documentation (hereinafter defined).
2. Additional Services May be Authorized. Bank and the College may agree to add new services to this Agreement. If the College requests, and Bank agrees to provide, additional services which are governed by additional service descriptions and pricing, such additional services shall be added to the definition of Services and, the terms and conditions thereof shall be deemed to be incorporated herein by reference, all without the need to amend the Agreement Documentation.
3. Service Fees. During the initial term of this Agreement, the College shall pay Bank the fees for Services utilized at the rates set forth on Exhibit B and, if a renewal term is agreed upon by the parties, mutually agreed upon rates for the Services. Bank shall have the right, but is not required, to provide the College with a new pricing proposal documenting any pricing changes which shall then govern the fees for the Services for the renewal term, subject to written agreement by both Bank and the College, provided that Bank shall provide any new pricing proposal to College at least ninety (90) days prior to the expiration of the initial term.
4. Earnings Credit Rate (ECR) and Interest Rate. In connection with treasury management services, the College shall have the option of using either a noninterest-bearing account

(NIB) or a Government Advantage Interest Checking account (GAIC) and can work with the bank to switch between them from time to time as the interest rate environment changes. The Bank-managed ECR and Interest rate is not fixed and is in the Bank's sole discretion which is set internally each month after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. The Bank-managed rate applies to both NIB and GAIC accounts. The initial ECR rate offered to the College, based on current market conditions, is 290 bps. This ECR rate applies to both NIB and GAIC accounts. Should the College elect to earn interest on its excess balances by utilizing a GAIC account structure, the initial Interest Rate paid on excess balances, after service fees are paid utilizing available ECR shall be 200 bps.

5. Definition of the Agreement Documentation. The "Agreement Documentation" is:
- a. This Agreement, including Exhibits A and B;
 - b. The Service Documentation, as defined in the Master Agreement for Treasury Management Services (the "Treasury Management Service Documentation");
 - c. The Bank's Response attached as Exhibit C, including all exhibits and addendum which are incorporated by reference therein; and
 - d. The RFP attached hereto as Exhibit D.

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

6. Revisions to the Agreement Documentation.
- a. Notwithstanding anything to the contrary contained in the exhibits to this Agreement or other ancillary documents provided by Bank and related to this Agreement, the following changes shall apply to all Agreement Documentation:
 - i. The set-off and security interest provisions contained in the Treasury Management Service Documentation apply only to the extent not expressly prohibited by Florida law.
 - ii. All terms and conditions in the Treasury Management Service Documentation which expressly or impliedly impose upon the College an obligation to indemnify or hold harmless the Bank shall be modified to replace the indemnification/hold harmless obligation with a reimbursement obligation. Notwithstanding the foregoing, the liability of the College for tort claims shall be governed by Section 768.28, Florida Statutes.
 - iii. All representations and warranties by College are made based on the actual knowledge of the College's Chief Financial Officer, without investigation.
 - iv. All ancillary documents signed by College or to which College is subject, whether or not expressly listed in this Agreement are

modified to refer to this Agreement as the governing agreement between the parties.

- v. If any item comprising Agreement Documentation authorizes Bank to make unilateral changes in the Treasury Management Service Documentation, Bank's authority to make unilateral changes shall in no event modify the terms and conditions of this Agreement. To the extent Bank makes unilateral changes to its Treasury Management Service Documentation, Bank will notify College of said changes (which notification may be by electronic means, including via Vantage, f/k/a CEO) at least twenty (20) days before the change takes effect, unless such change is in response to a change in or required by Applicable Law or interpretation thereof and such prior notice is not reasonably feasible. As used in this paragraph, 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 Bank's activities and/or any transaction effected under this Agreement Documentation, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- vi. With regards to unilateral changes to the Treasury Management Service Documentation, Bank will treat all similarly situated customers the same way.
- vii. Any claim, action, or proceeding against Bank for losses or damages arising from a Service, must be brought within three years from the date of the act or omission.
- viii. The Bank will keep Confidential Information (meaning all non-public, confidential or proprietary information of College that is disclosed to Bank during the term of the Contract by College or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to College, including trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for College) confidential, and will not disclose Confidential Information to any person or entity, except disclosures (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank; (b) to (i) Bank's Representatives (including without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other professional advisors retained by Bank or its affiliates who need to know the Confidential Information for purposes of the Evaluation), and (ii) any rating agency of Bank, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in

accordance with terms and conditions no less protective than as set forth in this agreement; (c) required by law or legal process in the opinion of Bank Representatives; or (d) otherwise authorized in writing by College. In the event that Bank or any of its Representatives is, in the opinion of Bank's counsel, required by applicable law to disclose any Confidential Information, the Bank, unless prohibited by law, will provide notice of the legal process to College so that College, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this provision.

- ix. Except as otherwise provided herein, Bank may debit the College's account(s) with Bank for any fees not covered by earnings credits or it may send an invoice to the College for such amounts, which the College will promptly pay. Bank has the right to charge an interest penalty on any payment that is that is not paid within thirty (30) days of written notice that such fees due. The interest penalty will be calculated from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, provided the interest penalty is in excess of one dollar (\$1.00).

- 7. Term and Termination. This Agreement shall have an initial term of five (5) years beginning July 28, 2024 and ending on July 27, 2029, with the parties having the option to renew for one (1) additional five (5) year term. Bank and the College must mutually agree to any renewal in writing.

This Agreement may be terminated by either party without cause upon sixty (60) days prior written notice to the other party.

College may terminate without cause, and/or discontinue use of a Service without terminating, the Agreement. Bank may terminate offering a Service without cause. Termination of a Service by either party without cause requires at least sixty (60) days written notice.

The College may terminate for cause following notice to the Bank of a material breach of any provision of the Agreement Documentation and the Bank's failure to cure the breach within fifteen (15) days of the date of such notice. Bank may also terminate the Agreement for cause (a) following notice to the College of a material breach of any provision of the Agreement Documentation and the College's failure to cure the breach within fifteen (15) days of the date of such notice, or (b) without notice to the College if (i) the College is subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or the College enters into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up.

The termination of a Service will not affect the College's or Bank's rights with respect to transactions occurring before termination.

8. Representations, Warranties, Covenants, Disclaimers of Warranties.

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

8.2 Bank represents and warrants that as of the Effective Date and throughout the term of this Agreement, the Bank is and will be a “qualified depository” as that term is defined under Florida Statutes from time to time.

8.3 Bank covenants to perform its obligations in accordance with: (i) applicable federal laws, (ii) applicable state and local laws and regulations, including but not limited to, to the extent applicable, Chapters 218 and 280, Florida Statutes, and related regulations, with respect to Treasury Management Services , to the extent, in Wells Fargo’s reasonable opinion, compliance would not conflict with applicable federal laws, and (iii) Wells Fargo’s Treasury Management Documentation.

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

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

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

9. Bank’s Liability and Indemnification.

9.1 Bank will only be liable to College for College's direct monetary losses due to Bank's negligence or intentional misconduct resulting from or relating to this Agreement, except to the extent caused by the negligent acts, omissions, or

willful misconduct of the College, its officers, employees, agents, or employees. Bank's liability under this Agreement will be limited to an amount not to exceed 10 times our fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred). Except as expressly provided otherwise in the Treasury Management Service Documentation, neither party to this Agreement will be liable to the other party for special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

9.2 Bank will indemnify, defend and hold harmless College and its officers, trustees, employees, agents and assigns (individually, an "Indemnified Party, collectively, the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the Services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. Bank's obligations under this paragraph are subject to the limitations identified in Section 9.1 *supra*. Nothing herein shall be construed as a waiver of any rights, privileges, and protections afforded the College or the Bank under §768.28, Florida Statutes. This Section 9.2 shall survive the expiration or earlier termination of this Agreement.

9.3 Bank will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the Bank under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, Bank shall have no liability for such infringements or violations to the extent the allegation is based on (i) any unauthorized alteration or modification of the materials or services by any party other than Bank, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized by Bank or reasonably intended for use with the materials or services, or (iv) Bank's compliance with specific information or instructions provided to Bank by any Indemnified Party. Bank's obligations under this paragraph are subject to the limitation identified in Section 9.1 *supra*.

9.4 If any Indemnified Party determines to seek indemnification from Bank, the Indemnified Party shall provide written notice of the suit, claim or action to Bank as soon as practical (but in any event no later than twenty (20) business

days after receipt of the Indemnified Party's receipt of actual notice of such suit, claim or action. Said written notice shall specify in detail to the extent known: (i) the facts constituting the basis for the allegations and (ii) the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.

In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party, the Indemnified Party shall permit Bank to assume and control the defense or settlement of such suit, claim or action at Bank's expense. The Indemnified Parties and Bank shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought, and the records and employees of the Indemnified Parties shall be made reasonably available to Bank with respect to such defense.

9.5 This Section 9 shall survive the expiration or early termination of this Agreement.

10. Miscellaneous.

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

10.2 Disputes between the parties shall be resolved by mediation, arbitration or litigation as agreed upon by the parties. If the parties do not agree to mediate or arbitrate any dispute the dispute shall be resolved by court action. Venue for any mediation, arbitration or court action arising out of or relating to this Agreement shall lie in federal or state courts located in Broward County, Florida.

10.3 **WAIVER OF JURY TRIAL:** The parties waive all rights to a trial by jury in any action or proceeding relating to this Agreement, the Treasury Management Service Documentation, or the Services.

10.4 The waiver by College or Bank of a default or any provision of the Agreement Documentation shall not be deemed to be a waiver of any other default

or provision in the Agreement Documentation.

10.5 The Agreement Documentation constitute the entire agreement between Bank and the College and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding the Services.

10.6 Neither party may assign this Agreement, whether by operation of law or otherwise, without the express written consent of the other party, provided however, Bank may assign this Agreement without consent in connection with a merger, acquisition or corporate restructuring. Bank's services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world. Bank reserves the right to perform services using this model and to subcontract freely and to add and delete service providers at Bank's discretion, provided that Bank remains fully responsible for performance of all obligations under this Agreement, including those performed by a subcontractor or other service provider engaged by Bank. The words "subcontract" and "subcontractor" refers only to a contractual arrangement with a third party (other than an independent delivery service or similar service provider) that is specific and limited to work to be performed for the College under this Agreement, and does not include any contract or other arrangement with a third party under which the third party assists Bank in providing services or products (which may include services or products provided to College under this Agreement) to its customers more generally.

10.7 All written notices required in this Agreement shall be sent by hand delivery, overnight mail, certified mail, return receipt requested, or by electronic means and

If sent to the College:
6400 N.W 6th Way
Ft. Lauderdale, FL 33309
Attn: Rabia Azhar, Chief
Financial Officer
Email: razhar@broward.edu, gliang@broward.edu

If sent to the Bank:
Wells Fargo Bank, N.A.
525 Okeechobee Blvd., Suite 700
West Palm Beach, FL 33401
Attn: Stephen Lenehan
Email: Stephen.lenehan@wellsfargo.com

Any notice will be effective when actually received. Bank will be entitled to rely on any notice from the College that it believes in good faith was authorized by an authorized representative of the College and, except as expressly stated in the

Agreement Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it, provided if related to default, the periods specified in Section 7 shall govern.

10.8 Bank retains records in accordance with its enterprise records retention policy, which includes considerations for regulatory requirements. Nothing in the Agreement authorizes the College or any other persons authorized by the College to have any on-site access to any of Bank's secure data, computer systems, networks architecture, information security systems and procedures or secure facilities. Bank will not be obligated to allow on-site physical audits or inspections of Bank's facilities and any audit, inspection or investigation of Bank's financial books and records in Bank's possession shall only be related to the Services provided to College by Bank and shall be with reasonable prior notice and subject to Bank's privacy, information security and other applicable policies. For clarification, this provision qualifies any provision in the RFP granting College the right to audit Bank's books and records related to this Agreement.

10.9 While Bank may consider reasonable College requests to place, modify, or change key project employees, Bank necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. Notwithstanding the above, Bank will staff the project with employees who, in Bank's reasonable determination, are appropriately experienced and qualified for the project's scope of work.

10.10 Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Agreement.

10.11 For the sake of clarity, except as expressly set forth in this Agreement, no modifications, amendments, or alterations in the terms or conditions to the Agreement shall be effective unless contained in a written amendment executed by College and Bank.

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

10.13 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. College shall notify Bank in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

10.14 Each party shall comply with the Florida Public Records Law, including the obligation to maintain public records in accordance with the applicable retention requirements.

10.15 All exhibits attached hereto are incorporated herein by reference.

10.16 Each party shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Bank enters into a contract with a subcontractor, the subcontractor must register with and use the E-Verify system and provide the Bank with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bank shall maintain a copy of such affidavit for the duration of this Agreement. If the College has a good faith belief that the Bank or its subcontractor has knowingly violated §448.09 (1), Florida Statutes, it shall terminate this contract. If the College has a good faith belief that a subcontractor of the Bank knowingly violated §448.09 (1), Florida Statutes, but the Bank otherwise complied with §448.095(.2), Florida Statutes, it shall promptly notify the Bank and request the Bank to immediately terminate the contract with the subcontractor.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date and year first written above.

**The District Board of Trustees of
Broward College, Florida**

Wells Fargo Bank, N.A.

By: _____
Name: Donald Astrab
Title: Interim President

By: _____
Name: _____
Title: _____

Exhibit A

Below is a list of the Required Banking Services.

- Operating Account
- Disbursement Account (ZBA)
- Depository Account (ZBA)
- Positive Pay with payee validation
- Online Banking/Cash Management
- Automatic Clearing House (ACH) Transfers
- Bank Wire/Funds Transfer (BWT)
- Information Reporting
- Account Reconciliation
- Online Stop Payments
- Online Retrieval of Check and Deposit Images
- Merchant / Credit-Debit Card Services
- Treasury Banking Service
- Cash Vault/Money Center
- Banking Supplies
- Check Printing/Payment Manager
- Desktop Deposit Service
- ACH Fraud Services
- Check Image/CD Rom
- Sweep Service
- Payment Gateway
- Payment Authorization Max
- Direct BAI

Below is a list of the Optional Banking Services.

- Cash Letter
- Online Deposit on Return Items
- Deposit Reconciliation
- e-Check verification or guarantee service for web-based check processing
- P-Card
- Account Validation Service
- Image File Import (images of cleared checks)

Exhibit B

RFP-2023-058-OA - BANKING SERVICES

EXHIBIT A-1 PRICING

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	UNIT PRICE PROPOSAL
Account Reconciliation	10 0610	DDA12707	DEPOSIT LOCATION REPORTING - ITEM	\$0.0400
	20 0020	DDA12061	ARP MONTHLY BASE - PARTIAL	\$50.0000
	20 0201	DDA34337	CEO CHECK ISSUES-ITEM	\$0.0000
	20 0306	DDA12604	ARP OPTIONAL REPORTS	\$0.0000
	20 0306	DDA34350	CEO ARP STMT & RPTS MONTHLY BASE	\$0.0000
	20 0310	DDA12609	ARP PAPER STATEMENT/REPORT DELIVERY	\$0.0000
	20 0310	DDA12684	ARP PAPER STMT/REPORT MONTHLY BASE	\$0.0000
	20 9999	DDA12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	\$0.0000
ACH Fraud Filter	25 1050	DDA34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$10.0000
	25 1052	DDA34338	ACH CEO FRAUD FILTER STOP - ITEM	\$0.5000
ACH Origination	25 0000	DDA34377	ACH PAYMENTS BASE FEE	\$20.0000
	25 0000	DDAES280	ACH MONTHLY BASE	\$20.0000
	25 0102	DDAACH1D	ACH PAYMENTS FUTURE DATED ITEM	\$0.0300
	25 0102	DDAACHYD	ACH PAYMENTS SAME DAY ITEM	\$0.1500
	25 0102	DDAES211	ACH FUTURE DATED ITEM	\$0.0300
	25 0120	DDAES206	ACH ORIGINATED - ADDENDA REC	\$0.0000
	25 0302	DDA06502	ACH RETURN ITEM-ELECTRONIC	\$2.0000
	25 0302	DDA06505	ACH RETURN ADMIN -ELECTRONIC	\$2.0000
	25 0302	DDA06525	ACH NOC - ELECTRONIC	\$1.5000
	25 0400	DDA34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	\$5.0000
	25 0400	DDA34342	ACH CEO RETURN SUBSCRIPTION - ITEM	\$0.2500
	25 0500	DDAES803	ACH PAYMENTS ONLINE BATCH RELEASE	\$5.0000
	25 0501	DDAES801	ACH TRANSMISSION CHARGE	\$5.0000
	25 0703	DDA34330	ACH CEO SUBSCRIPTION - ACCOUNT	\$5.0000
	25 0703	DDA34332	ACH CEO SUBSCRIPTION - ITEM	\$0.0000
ACH Receive	25 0202	DDAES344	ACH RECEIVED ITEM	\$0.0000
	25 0220	DDAES349	ACH RECEIVED ADDENDA	\$0.0000
Branch Services	15 0500	DDA22810	WF CHK CASHED FOR NONACCT HOLDER	\$0.0000
Cash Vault	10 0100	DDA08173	CASH VAULT DEPOSIT	\$1.5000
	10 0199	DDA08290	CASH VAULT CURRENCY/COIN DEPOSITED	\$0.0004
Desktop Deposit/Electronic Check	01 0101	DDA15007	DESKTOP DEPOSIT-DEPOSIT CREDITED	\$0.5000
	10 0224	DDA706	DESKTOP DEPOSIT-DEPOSITED ITEM	\$0.0400
	40 0003	DDA15017	DESKTOP DEPOSIT MONTHLY BASE	\$30.0000
EDI Reporting	30 0010	DDA34240	CEO EDI PMT DETAIL SUBSC MO BASE	\$0.0000
Gen Acct Services Recoupment	00 0230	DDAIAMIB	RECOUPMENT MONTHLY IB	\$0.0000
General Account Services	01 0000	DDA22051	ACCT MAINTENANCE	\$10.0000

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	UNIT PRICE PROPOSAL
	01 0100	DDACK021	DEBITS POSTED	\$0.0600
	01 0410	DDACK030	CLIENT ANALYSIS STATEMENT-PAPER	\$0.0000
	25 0201	DDACK018	ELECTRONIC CREDITS POSTED	\$0.0700
General Disbursement Services	15 0100	DDA22202	DDA CHECKS PAID	\$0.0500
	15 0240	DDA22225	CHECK CASHING THRESHOLD MO BASE	\$0.0000
	15 0240	DDA22235	OTC DEBIT BLOCK MONTHLY BASE	\$0.0000
	15 0240	DDA22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000
	15 0240	DDAMD091	PYMT AUTH MAX CHECK MTHLY BASE	\$20.0000
	15 0410	DDA12670	STOP PAYMENT - ONLINE	\$3.0000
Image Delivery	15 1352	DDA12812	CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.0000
	15 1352	DDA12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.0000
	40 0340	DDA27707	CEO SEARCH	\$0.0000
Incoming Wire Transfers	35 0300	DDAES030	WIRE IN TO USA ACCT-USA DOMESTIC	\$5.0000
	35 0310	DDAES076	WIRE IN XBDR USA ACCT-USD OR FX	\$7.0000
	35 0320	DDAES191	WIRE IN XBDR CORRESP BANK-USD/FX	\$7.0000
Information Reporting	40 0002	DDACS502	BAI MONTHLY BASE	\$50.0000
	40 0052	DDA34100	CEO PREV DAY REPORTING SUBSCRIPTION	\$15.0000
	40 0055	DDA34120	CEO INTRADAY REPORTING SUBSCRIPTION	\$15.0000
	40 0221	DDACS504	BAI TRANSACTIONS REPORTED	\$0.0700
	40 022Z	DDA34123	CEO ALERTS SERVICE - EMAIL	\$0.0000
	40 0271	DDA34115	CEO PREV DAY REPORTING ITEMS LOADED	\$0.0200
	40 0274	DDA34121	CEO INTRADAY REPORTING ITEMS RPTD	\$0.0200
	40 9999	DDA27588	INFOFAX RETURN MONTHLY BASE	\$0.0000
Merchant Payment Gateway	07 0223	DDA41910	PMT GATEWAY MONTHLY BASIC	\$15.0000
	07 0223	DDA41912	PMT GATEWAY CREDIT CARD TRANS	\$0.0650
MSC-TM	30 9999	DDAED370	PMGR TOTAL MTH POSTAGE AND HANDLING	Pass thru
Paper Checks Deposited	10 0225	DDA002	DEPOSITED CHECK	\$0.1000
Payment Manager	15 1860	DDA21532	PAYMENT MANAGER PACKAGE PREPARATION	\$4.0000
	30 0000	DDAED290	PAYMENT MANAGER MONTHLY BASE	\$150.0000
	30 0100	DDA28005	PAYMENT MGR INBOUND TRANSMISSION	\$7.0000
	30 0100	DDAED267	PAYMENT MANAGER DOMESTIC ACH TRAN	\$0.1000
	30 0221	DDA28231	PAYMENT MGR EMAIL SERVICE	\$0.0000
	30 9999	DDAED421	PAYMENT MGR NEXT DAY CHECK	\$0.5000
Positive Pay	15 0030	DDA12681	POSITIVE PAY ONLY MONTHLY BASE	\$20.0000
	15 0120	DDA12682	POSITIVE PAY ONLY - ITEM	\$0.0400
	15 0122	DDADS191	PAYEE VALIDATION STANDARD-ITEM	\$0.0350
	15 0222	DDA12505	POSITIVE PAY EXCEPTION CHECKS RETND	\$0.0000
	15 0310	DDA12903	POSITIVE PAY EXCEPTIONS - ITEM	\$0.0000
	15 0310	DDA12908	POS PAY CHECKS WITH NO ISSUE RECORD	\$0.0000

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	UNIT PRICE PROPOSAL
	15 0724	DDA34336	POSITIVE PAY EXCEPTION - CEO IMAGE	\$0.0000
Return Items	10 0400	DDACK061	RETURN ITEM - CHARGEBACK	\$3.0000
	10 0416	DDA34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$5.0000
	10 0416	DDACK062	CEO RETURN ITEM RETRIEVAL-IMAGE	\$1.0000
	10 0416	DDACK064	CEO RETURN ITEM SERVICE MTHLY BASE	\$0.0000
Subaccounting	01 0021	DDADS585	SUBACCOUNT MAINTENANCE	\$0.0000
Wire Origination and Reporting	35 0100	DDAES139	WIRE OUT DOMESTIC CEO/API	\$7.5000
	35 0113	DDAES147	WIRE OUT XBDR USD CEO/API	\$12.0000
	35 9999	DDA18032	WIRE OUT OUR CHG-USA ACCT	\$15.0000
	40 0003	DDA34205	WIRE TRANSFER REPORT BASE-CEO	\$0.0000
	40 0274	DDA34207	WIRE TRANSFER RPRT PER ITEM-CEO	\$0.0000
Zero Balance Account (ZBA)	01 0021	DDADS001	ZERO BALANCE MONTHLY BASE	\$10.0000

ADDITIONAL LINE ITEMS NOT CAPTURED ABOVE				
CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	UNIT PRICE PROPOSAL
Information Services	400274	34121	INFOFAX BASE PER ACCOUNT PER REPORT	\$100.0000
EDI Payment Services	30999	ED422	PAYMENT MGR ADDL PAGE CHECK	\$0.3000
Wire & Other Funds Transfer	350330	18030	WIRE IN REPAIR	\$4.0000
Depository Services	100501	8160	CASH VAULT DEP-ADJUSTMENT	\$8.0000
Depository Services	100199	8416	CASH VAULT CURRENCY FURNISHED	\$0.0006
General ACH Services	250102	ES216	ACH SAME DAY	\$0.1500
General ACH Services	250312	6507	ACH RETURN UNAUTHORIZED - ELECTRONIC	\$1.5000
Depository Services	100006	CK161	CASH DEPOSITED IN WF BRANCH	\$0.0060
Depository Services	100006	8052	BRANCH DEPOSIT	\$5.0000
Depository Services	100230	790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	\$15.0000

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Wells Fargo Bank, N.A. will pass through the Recoupment Fee line item, which is charged per \$1,000 of average ledger balances. This fee is being waived for the term of the contract.

Please note that we have not included pricing for the proposed new services at this time, in order to provide accurate pricing, it is necessary to have detailed discussions around each of these solutions.

Services utilized but not included in this pricing proposal will be negotiated separately. It is the responsibility of Broward College to review their monthly analysis statements and notify their Wells Fargo Representative of any discrepancies on a timely basis.

This document is a confidential pricing agreement between Wells Fargo Bank and the Client. Neither party has the right to share this information with any entity or entities outside of their organization, without the permission of the other party.



Treasury Management Product Enrollment

Customer information

Customer name _____ Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]) Users Set-up

User name	User email	User ID (if existing)

Select one or more Vantage products for the user(s) listed above:

Treasury Management products **not** in Administration:

- Autolink
- Cash Vault - Change Orders
- Cash Vault - Deposit Inquiry
- Electronic Document Delivery
- Receivables Manager
- Sweep and Fed Funds – Statements and Confirmation
- Bill Manager
- Cash Vault - Change Order Inquiry
- Cash Vault - Supply Order
- Integrated Receivables
- Reverse Positive Pay
- Wells Fargo Business Online

Treasury Management Products in Administration:

- ACH Payments¹ User
- ACH Fraud Filter
- ARP Register Maintenance
- Canadian Treasury Services
- Centralized Disbursements
- Claims Payments
- Desktop Deposit
- Fed Funds
- Image Positive Pay
- ACH Payments¹ Administrator
- Alerts
- Basic Banking
- Cash Concentration
- Centralized Disbursements - Clients
- Deposit Maintenance
- E-Box Decisioning
- Image
- Item Detail Inquiry Service

- | | |
|--|---|
| <input type="checkbox"/> Lockbox | <input type="checkbox"/> Lockbox Correspondence |
| <input type="checkbox"/> Payment Manager Online | <input type="checkbox"/> Payment Manager File Validation Tool |
| <input type="checkbox"/> Returned Items | <input type="checkbox"/> SAFE Transmission |
| <input type="checkbox"/> Statements and Notices ² | <input type="checkbox"/> Supplier Payments |
| <input type="checkbox"/> Transaction Search | <input type="checkbox"/> Treasury Information Reporting |
| <input type="checkbox"/> WellsTAX [®] . | |

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access to the high-level product in the Vantage and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
2 Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only

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

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator name	_____	Phone number	_____
Street Address (tokens cannot be shipped to post office boxes):	_____	City	_____
		State	ZIP _____

For new users

- **New token:** To order a token for the first time for a user.
- **Assign token:** To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- **Replace token:** To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- **Assign token:** To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- **Un-assign token:** To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- **Delete token:** To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User Name # 1 _____	User ID (for existing Vantage users) _____
Token Serial #* _____	ACH Payments Admin <input type="checkbox"/> Yes <input type="checkbox"/> No
New User	<input type="checkbox"/> New token <input type="checkbox"/> Assign token*
Existing User (Select one box only)	<input type="checkbox"/> Replace token <input type="checkbox"/> Assign token* <input type="checkbox"/> Un-Assign token* <input type="checkbox"/> Delete token*

Vantage Administration Set-up

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

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

Company Administrator - Complete applicable fields.

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

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Administrator #1 Detailed Setup - Complete applicable fields

Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

User Maintenance Administrator Maintenance Reset Password

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

All Users Specific Users

List User names or User IDs _____

If granting User Maintenance which Vantage Services can the user administer?

All Vantage Services Specific Vantage Services

Vantage Services: _____

If granting User Maintenance which Accounts can the user administer?

All Accounts Specific Accounts

Accounts: _____

If granting User Maintenance which ACH IDs can the user administer?

- All ACH IDs Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

- All Divisions Specific Divisions

List Divisions that can be administered.

Company Administration Options

- Manage User Defined Lists
 All User List Specific User List:

Specify User List(s) that can be administered.

- All Account List Specific Account List:

Specify Account List(s) that can be administered.

- Manage Company Dual Custody settings Manage Account nicknames Manage ACH Custom names
 Access to Administration Reports Manage tokens

Company Service Options

- Manage Company Alerts settings Manage Company Statement & Notices settings
 Manage Company Wires settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard Vantage Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

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

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

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

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

Product	Custody setting
---------	-----------------

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

Product	Custody setting	
Transaction Search	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Treasury Information Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Warehouse Lending Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WFED SM - Wells Fargo Electronic Deposit SM	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Capital Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsOne [®] Virtual Card Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsTAX Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Fargo Business Online [®]	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration settings	Custody settings	
Add/Edit User	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Password reset	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Hide Secret Question and Answer	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires limits and authorizations	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit Company preferences	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

Wires Set-up

New Change

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

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
\$ _____	<input type="text"/>	<input type="checkbox"/> Shared (Default) <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="checkbox"/> Yes <input type="checkbox"/> No (Default)	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No
Additional Approver Limits (Optional)		
<input type="checkbox"/> Wires \$ _____	<input type="checkbox"/> Book Transfer \$ _____	<input type="checkbox"/> Drawdown \$ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1)
Wire Transfers (Domestic, International, and Federal Tax Payment)	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Drawdown	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Book Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Template Maintenance	Not Applicable	N/A - No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

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

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit
Wire Transfers				
Drawdown				
Book Transfer				
Template Maintenance	-----	-----	-----	-----

User # 1 Information - Complete all fields

User name _____ User ID (if Vantage user) _____

User Settings

(For new and existing Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required).

Get rate			File Import			
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Services	Type Allowed	Individual Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/Delete Limit
Wire Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Book Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Drawdowns	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					

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

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

Voice Wires Set-up

Type of request: New Update existing information Delete existing information

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

- 1) _____ 2) _____ 3) _____
 G/L DDA G/L DDA G/L DDA

Advice information (additional fees apply for these services)

For fax or email notification on intraday wire activity use the InfoFax setup form.

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

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

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

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

Authorized callers First and Last name	\$ Limit	Phone number including area code	Initiation type
			<input type="checkbox"/> R <input type="checkbox"/> B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

DDA AU and G/L _____

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

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

Authorized Approvers First and Last name	\$ Limit	Phone number including area code

Payment Authorization Service

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

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

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

<input type="checkbox"/> Account-specific Request	<input type="checkbox"/> Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	<input type="checkbox"/> Blanket Company Level Approval – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)
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For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: Add service Change amount Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: Add service Delete service

Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, or Sweep services the following Customer Entities:

<u>Customer Legal Entity name(s)</u>	<u>Entity ID type</u>	<u>Entity ID</u>
	Select One	

Designation of Wells Fargo Stagecoach Sweep® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Vantage, facsimile, and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep Preferred* Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Fed Funds Purchased and Sold Agreement* Option. (Correspondent Bank only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Money Market Mutual Fund Sweep

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

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

Add Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Obligor # (if applicable): _____

Loan # (Obligation): _____

Credit Sweep - Syndicated

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Facility Control Number (FCN): _____

Wire Transfer Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage")

(Vantage) Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through the Vantage platform in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

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

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager[®]

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated through the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM[®] Connect:Direct[®] with Secure Plus+

Secure Plus+ is an add-on to Connect:Direct[®] to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct[®] is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

- i. **Telephone Verification Service.** If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage") Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended Vantage security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

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

When you decline to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with and recognize the risks and losses that may materialize from your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

Wells Fargo VantageSM ("Vantage") – Single Custody

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

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT® FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Wells Fargo Gateway (API)®

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

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

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

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

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

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Third Party Service Provider

If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Instant Payments Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for Instant Payments are:

Wells Fargo VantageSM ("Vantage")

Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through Vantage in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody with Secure Validation

Vantage is Bank's electronic banking platform that is accessed through the Internet. The Vantage security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended Vantage security procedures include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk Instant Payments activities. Instead, a single-use code is sent to an enrolled telephone number to confirm high-risk Instant Payments activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Wells Fargo Gateway (API)®

Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute Instant Payments Orders and Instant Payments Messages on your behalf, and (ii) receive periodic updates from us as we process Instant Payments Orders and Instant Payments Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Instant Payments Orders and Instant Payments Messages and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Wells Fargo VantageSM ("Vantage")

Wells Fargo VantageSM ("Vantage") is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided through text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

AR File Outbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

EDD, Electronic Document Delivery Set-up - For Company and Customer (Biller) ID

Type of request	Customer (Biller) ID <i>(must be associated with the Vantage Company ID)</i>	Vantage User name	Vantage User ID	Role (select one)
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Customer Approval - (Authorized Signature Required)

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

Printed name of Authorized Signer

Phone

Signature

Date

Voice Wire only - Submitter information and instructions Internal Bank use only

Submitter name

Submitter phone

Submitter email

Submitter fax

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.

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 Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]). Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. **Confidentiality of Security Procedure and Authentication devices/passwords.** Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer name(s):

Printed Name of Authorized Representative
Signature
Date

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, “Bank”) provide you treasury management services (each, a “Service”). “You,” “your” or “yours” refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service (“Acceptance”). The terms “we,” “us,” or “our” refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services (“Agreement”) are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an “Account”) you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include our vendors’ and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo VantageSM (“Vantage”) f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term “Applicable Law” means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days’ prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

- 5. Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
- 6. Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
- 7. Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an “Unauthorized Use”) of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated (“Account Currency”) to another currency (“Foreign Currency”), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. “Applicable Exchange Rate” means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

- a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an “Authorized Agent”). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
 - i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the

Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
 - i. Does not comply with any term applicable to Vantage,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents (“Representatives”) harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys’ fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws (“Governing Law”).

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York

City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.

- vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

Commercial Account Agreement

Effective July 2023

Contents

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05	Statements and other notices relating to your deposit account	21	Additional rules for checks and withdrawals	28	Selected services
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Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
 - The pricing information and other account-related information
 - Our privacy policy
 - Our rate sheets for interest-bearing accounts
 - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third-party until we have confirmed that your account is available to process transactions.

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

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

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative available balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state 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 signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® Banking or Wells Fargo VantageSM platform f/k/a Commercial Electronic Office® (CEO®), as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or Vantage, as applicable, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

- **Address change requests you make:** You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.
- **Address changes we make:** We may update your listed address without a request from you if we:
 - Receive an address change notice from the U.S. Postal Service,
 - Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
 - Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

- Examine your account statements and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified time frames.

Funds transfers are subject to different time periods for notification of errors, as described in the "Fund transfer services" part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Instant Payments.

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

- Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.
- Reconcile statements for your account as you receive them; notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.
- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times.
- Notify us promptly when a signer's authority ends so that the signer's name can be deleted from our records for your account, and online access or any cards that we have issued to the signer can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third-party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third-party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts (*CDs*)

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time), such as pre-authorized transfers, payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online[®] Banking or Vantage, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. Ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time.

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2(j).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third-party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,

- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney's fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we may disclose to you.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to 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, respectively, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

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

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are

required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

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

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

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

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

What is your collection schedule?

Our collection schedule describes when deposits of items that satisfy certain criteria will be considered collected. A fee may be charged in connection with your use of uncollected funds as permitted by us. The then-current rate will appear on the monthly client analysis statement for your account. We may change our collection schedule from time to time without prior notice to you.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

1. We determine the available balance in your account (as described above) that we can use to pay your transactions.

2. We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.

- **Deposits.** We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.
- **"Must-pay" transactions.** A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same date and time will be sorted and paid from lowest to highest dollar amount.
- **Checks and certain ACH payments.** Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third-party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same date and time will be sorted and paid from lowest to highest dollar amount.

3. If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.

- This is our standard overdraft coverage (see more information below). Items paid into overdraft are subject to applicable overdraft fees.

Important Note: When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole

discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over \$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry

on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third-party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third-party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does interest begin accruing on a deposit?

Interest begins accruing on a cash deposit on the same business day the deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is \$100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity and, unless we notify you otherwise:

- Typically for a similar term ; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount.

Note: For terms less than 30 days, your time account will not automatically renew and will not earn interest unless you contact us to renew. Balances of less than \$1.00 will not earn interest. At our discretion, we may redeem and close your time account if its balance falls below \$1.00.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," "sender," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, (collectively, Rules), including Fedwire, FedNow, the National Automated Clearing House Association (Nacha) or any regional association (together, ACH), the Electronic Check Clearing House Organization, the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and The Clearing House RTP System (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you in accordance with the Rules applicable to ACH.

Stop payment orders on ACH debit entries

An "ACH debit entry" is an instruction from us or a third-party originator to withdraw money from your account through ACH. You may request a stop payment order for an ACH debit entry that has not already been paid from your account. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:

- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this ACH sender.

Reversal or return of ACH debit entries

Under the Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday). If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving Instant Payments

For purposes of this Agreement, an "Instant Payment" is a payment we receive through an instant payments network for credit to your account. The following additional terms apply to any Instant Payment we receive for credit to your account through an Instant Payments network.

- Instant Payments may be used only for eligible payments between a sender and beneficiary with accounts located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. Instant Payments that are permitted under the Instant Payment Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- Instant Payments cannot be cancelled or amended by the sender. If we receive a request for return of an Instant Payment received for credit to your account, we may notify you of that request. You are not obligated under the Rules to comply with any such request for return of funds, but you will reasonably cooperate with us if we request your assistance in connection with a reported unauthorized or erroneous Instant Payment. Any dispute between you and the sender of an Instant Payment should be resolved between you and the sender.
- If you do not wish to accept an Instant Payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- Instant Payments are typically completed within seconds of transmission of the payment by the sender, unless the payment fails or is delayed due to a review by us or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the applicable Instant Payments network or sending bank may also prevent Instant Payments from being received for credit to your account.

Selected services

Stagecoach Deposit[®] - ATM Deposit Only Card Service.

You may elect to use Wells Fargo's *Stagecoach Deposit[®]* Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit[®] ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third-party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the Rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit[®] - Post Verify Service.

If you elect to use our Stagecoach Deposit[®] - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection

This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough available funds in your checking account. When an Overdraft Protection transfer occurs from a linked savings account to cover the authorization or payment of a transaction, the available balance in that savings account will be reduced by the amount of funds to be transferred. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is \$25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of \$25. If the available balance in your savings account is less than either \$25 or the amount needed, we will transfer the available balance.
- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is \$25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of \$25. If the available credit in your credit card account is less than either \$25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit are generally made in increments of \$100 or \$300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service

Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough available funds in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. If your account is enrolled in this service, we may approve your ATM and everyday (one-time) debit card transactions into overdraft at our discretion, and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions using your account and routing number, and recurring transactions (for example, ACH payments or recurring debit card transactions such as utility payments and subscription services) We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If your account is not enrolled in Debit Card Overdraft Service and there is not enough available funds in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined.; and if an ATM or everyday debit card transaction creates a negative balance during posting, you will not be assessed an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we

may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.

Wells Fargo's standard overdraft coverage

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks, other transactions using your account number, or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. Under standard overdraft coverage, we will not authorize ATM and everyday (one-time) debit card transactions into overdraft unless your account is enrolled in Debit Card Overdraft Service as described above. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

When you don't have a sufficient available balance in your account (or in accounts linked for Overdraft Protection), the decision to authorize or pay a transaction into overdraft is made at our sole discretion, and we reserve the right to decline or return a transaction that would result in an overdraft. We reserve this discretion regardless of whether we've previously honored or dishonored overdrafts. We base our decision to authorize or pay a transaction into overdraft on factors that include, but are not limited to, your account history, deposits you make, and transaction characteristics.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough available funds in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and other returnable items (such as ACH payments) unpaid.
- We will not authorize certain transactions such as teller-cashed checks and recurring debit card transactions into overdraft.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

With or without standard overdraft coverage, certain transactions (such as checks cashed at Wells Fargo) may be paid into overdraft during our nightly processing and charged an overdraft fee even if they were authorized when your account had a sufficient available balance.

Important information about fees:

An overdraft fee may be assessed for each item paid into overdraft subject to the following:

- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions if your account is not enrolled in Debit Card Overdraft Service. With or without Debit Card Overdraft Service, overdraft fees are applicable to recurring debit card transactions that are paid into overdraft. The classification of a debit card transaction as recurring or non-recurring is determined by merchant, other institutions, or third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us.
- ATM withdrawals and debit card transactions that were authorized when your account had a sufficient available balance, but are subsequently presented to us for payment and paid into overdraft when you no longer have a sufficient available balance, will not be assessed an overdraft fee (whether or not you are enrolled in Debit Card Overdraft Service).
- Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.



Treasury Management Product Enrollment

Customer information

Customer name _____ Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]) Users Set-up

User name	User email (if new user)	User ID (if existing)

Select one or more Vantage products for the user(s) listed above:

Treasury Management products **not** in Administration:

- Autolink
- Cash Vault - Change Orders
- Cash Vault - Deposit Inquiry
- Electronic Document Delivery
- Receivables Manager
- Sweep and Fed Funds – Statements and Confirmation
- Bill Manager
- Cash Vault - Change Order Inquiry
- Cash Vault - Supply Order
- Integrated Receivables
- Reverse Positive Pay
- Wells Fargo Business Online

Treasury Management Products in Administration:

- ACH Payments¹ User
- ACH Fraud Filter
- ARP Register Maintenance
- Canadian Treasury Services
- Centralized Disbursements
- Claims Payments
- Desktop Deposit
- Fed Funds
- Image Positive Pay
- ACH Payments¹ Administrator
- Alerts
- Basic Banking
- Cash Concentration
- Centralized Disbursements - Clients
- Deposit Maintenance
- E-Box Decisioning
- Image
- Item Detail Inquiry Service

- | | |
|--|---|
| <input type="checkbox"/> Lockbox | <input type="checkbox"/> Lockbox Correspondence |
| <input type="checkbox"/> Payment Manager Online | <input type="checkbox"/> Payment Manager File Validation Tool |
| <input type="checkbox"/> Returned Items | <input type="checkbox"/> SAFE Transmission |
| <input type="checkbox"/> Statements and Notices ² | <input type="checkbox"/> Supplier Payments |
| <input type="checkbox"/> Transaction Search | <input type="checkbox"/> Treasury Information Reporting |
| <input type="checkbox"/> WellsTAX [®] . | |

Accounts: _____

ACH IDs (File ID/Company ID): _____

¹ This only covers giving users access to the high-level product in the Vantage and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
² Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only

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

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator name	_____	Phone number	_____
Street Address (tokens cannot be shipped to post office boxes):	_____	City	_____
		State	ZIP _____

For new users

- *New token:* To order a token for the first time for a user.
- *Assign token:* To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- *Replace token:* To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign token:* To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Un-assign token:* To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete token:* To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User Name # 1 _____	User ID (for existing Vantage users) _____
Token Serial #* _____	ACH Payments Admin <input type="checkbox"/> Yes <input type="checkbox"/> No
New User	<input type="checkbox"/> New token <input type="checkbox"/> Assign token*
Existing User (Select one box only)	<input type="checkbox"/> Replace token <input type="checkbox"/> Assign token* <input type="checkbox"/> Un-Assign token* <input type="checkbox"/> Delete token*

Vantage Administration Set-up

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

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

Company Administrator - Complete applicable fields.

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

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Administrator #1 Detailed Setup - Complete applicable fields

Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

User Maintenance Administrator Maintenance Reset Password

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

All Users Specific Users

List User names or User IDs _____

If granting User Maintenance which Vantage Services can the user administer?

All Vantage Services Specific Vantage Services

Vantage Services: _____

If granting User Maintenance which Accounts can the user administer?

All Accounts Specific Accounts

Accounts: _____

If granting User Maintenance which ACH IDs can the user administer?

- All ACH IDs Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

- All Divisions Specific Divisions

List Divisions that can be administered.

Company Administration Options

- Manage User Defined Lists
 All User List Specific User List:
Specify User List(s) that can be administered.
- _____

- All Account List Specific Account List:
Specify Account List(s) that can be administered.
- _____

- Manage Company Dual Custody settings Manage Account nicknames Manage ACH Custom names
 Access to Administration Reports Manage tokens

Company Service Options

- Manage Company Alerts settings Manage Company Statement & Notices settings
 Manage Company Wires settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard Vantage Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

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

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

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

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

Product	Custody setting
---------	-----------------

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

Product	Custody setting	
Transaction Search	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Treasury Information Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Warehouse Lending Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WFED SM - Wells Fargo Electronic Deposit SM	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Capital Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsOne [®] Virtual Card Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsTAX Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Fargo Business Online [®]	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration settings	Custody settings	
Add/Edit User	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Password reset	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Hide Secret Question and Answer	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires limits and authorizations	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit Company preferences	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

Wires Set-up

New Change

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

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
\$ _____	<input type="text"/>	<input type="checkbox"/> Shared (Default) <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="checkbox"/> Yes <input type="checkbox"/> No (Default)	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No
Additional Approver Limits (Optional)		
<input type="checkbox"/> Wires \$ _____	<input type="checkbox"/> Book Transfer \$ _____	<input type="checkbox"/> Drawdown \$ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1)
Wire Transfers (Domestic, International, and Federal Tax Payment)	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Drawdown	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Book Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Template Maintenance	Not Applicable	N/A - No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

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

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit
Wire Transfers				
Drawdown				
Book Transfer				
Template Maintenance	-----	-----	-----	-----

User # 1 Information - Complete all fields

User name _____ User ID (if Vantage user) _____

User Settings

(For new and existing Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required).

Get rate			File Import			
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Services	Type Allowed	Individual Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/Delete Limit
Wire Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Book Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Drawdowns	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					

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

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

Voice Wires Set-up

Type of request: New Update existing information Delete existing information

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

- 1) _____ 2) _____ 3) _____
 G/L DDA G/L DDA G/L DDA

Advice information (additional fees apply for these services)

For fax or email notification on intraday wire activity use the InfoFax setup form.

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

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

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

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

Authorized callers First and Last name	\$ Limit	Phone number including area code	Initiation type
			<input type="checkbox"/> R <input type="checkbox"/> B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

DDA AU and G/L _____

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

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

Authorized Approvers First and Last name	\$ Limit	Phone number including area code

Payment Authorization Service

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

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

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

<input type="checkbox"/> Account-specific Request	<input type="checkbox"/> Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	<input type="checkbox"/> Blanket Company Level Approval – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)
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For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: Add service Change amount Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: Add service Delete service

Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, Instant Payments, or Sweep services the following Customer Entities:

<u>Customer Legal Entity name(s)</u>	<u>Entity ID type</u>	<u>Entity ID</u>
	Select One	

Designation of Wells Fargo Stagecoach Sweep® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Vantage, facsimile, and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep Preferred* Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Fed Funds Purchased and Sold Agreement* Option. (Correspondent Bank only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Money Market Mutual Fund Sweep

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

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

Add Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Obligor # (if applicable): _____

Loan # (Obligation): _____

Credit Sweep - Syndicated

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Facility Control Number (FCN): _____

Wire Transfer Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage")

(Vantage) Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through the Vantage platform in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

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

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager[®]

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated through the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM[®] Connect:Direct[®] with Secure Plus+

Secure Plus+ is an add-on to Connect:Direct[®] to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct[®] is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

- i. **Telephone Verification Service.** If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage") Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended Vantage security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

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

When you decline to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with and recognize the risks and losses that may materialize from, your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

Wells Fargo VantageSM ("Vantage") – Single Custody

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

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct[®] is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT[®] FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Wells Fargo Gateway (API)[®]

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

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

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

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct[®] is a registered trademark of Sterling Commerce, Inc. an IBM company.

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

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Third Party Service Provider

If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Instant Payments Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for Instant Payments are:

Wells Fargo VantageSM ("Vantage")

Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through Vantage in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody with Secure Validation

Vantage is Bank's electronic banking platform that is accessed through the Internet. The Vantage security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended Vantage security procedures include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk Instant Payments activities. Instead, a single-use code is sent to an enrolled telephone number to confirm high-risk Instant Payments activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Wells Fargo Gateway (API)®

Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute Instant Payments Orders and Instant Payments Messages on your behalf, and (ii) receive periodic updates from us as we process Instant Payments Orders and Instant Payments Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Instant Payments Orders and Instant Payments Messages and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Wells Fargo VantageSM ("Vantage")

Wells Fargo VantageSM ("Vantage") is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided through text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

AR File Outbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

EDD, Electronic Document Delivery Set-up - For Company and Customer (Biller) ID

Type of request	Customer (Biller) ID <i>(must be associated with the Vantage Company ID)</i>	Vantage User name	Vantage User ID	Role (select one)
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Account Reconciliation (ARP) and Positive Pay Services

For the complete terms and conditions governing these services, see the Service Documentation including the TM Master Agreement and applicable Service Description(s). This set-up form supersedes any prior ARP and Positive Pay set up forms for the referenced account numbers.

Account reconciliation

Full account reconciliation

We use the daily check issuance data you provide to deliver a detailed statement and a variety of optional reports on paid and outstanding checks.

Partial account reconciliation

We provide a complete summary of your account activity for your account cycle.

Service	Type	Account number
Select an option	Select an option	

Positive Pay / Perfect Presentment / Positive Pay Only

Positive Pay Service¹ (requires Full or Partial Account Reconciliation service)

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

Perfect Presentment Service¹ (requires Full or Partial Account Reconciliation service)

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

Positive Pay Only¹

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

¹ In the event you fail to decision items by your assigned daily cutoff time, the system will apply your exception default decision indicated below.

Service	Type	Account number (1 account per row)	Exception default decision
Select an option	Select an option		Select an option
Add more rows			Delete row

Payee Validation

Payee Validation Service (Requires Positive Pay, Positive Pay Only or Perfect Presentment)

Note: recommended as an additional layer of fraud protection to Positive Pay, Positive Pay Only and Perfect Presentment services. With Payee Validation, we systematically review the payee field to identify discrepancies between the payee information on a presented check and the payee information you provided for that check.

Service	Type	Account number
Payee Validation	Select an option	
Add more rows		Delete row

Reverse Positive Pay

Reverse Positive Pay

We provide paid check information to you to compare against your check issue records. You will timely notify us by the Decision Deadline of checks that should be returned. Items cashed at a Wells Fargo Branch cannot be returned. Return decisions for teller-cashed items will be rejected and reported in the Reverse Positive Pay End of Day Decision report.

Note: Teller Match service is recommended as an additional layer of fraud protection for Reverse Positive Pay. As checks are presented to be cashed or deposited at a Wells Fargo branch, ATM or mobile deposit, we compare the check to the check issue data you provide for approval.

Note: Payment Authorization services including Maximum Check Cashing Amount are recommended as additional layers of fraud protection for Reverse Positive Pay.

Service	Type	Teller Match	Account number (1 account per row)
Reverse Positive Pay	Select an option	Select an option	

Customer Approval - (Authorized Signature Required)

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

Printed name of Authorized Signer

Phone

Signature

Date

Voice Wire only - Submitter information and instructions	
Internal Bank use only	
Submitter name	Submitter phone
Submitter email	Submitter fax
<p><u>Note:</u> If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo fax. File copies in your location's record-retention file.</p>	

Acceptance of Services

- 1. Agreement to be Bound by Service Documentation.** By signing this Acceptance of Services ("Acceptance"), each customer identified on the signature block or, if applicable, on an attachment to this Acceptance ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service") in which Customer is enrolling. If Customer is enrolling in the Wells Fargo Developer Gateway, Customer's signature confirms it has received and agrees to be bound by the Wells Fargo Developer Gateway Terms of Service. Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services.
- 2. Power and Authority of Signer.** Customer has granted the person(s) signing this Acceptance the authority on Customer's behalf to (i) enter into this Acceptance and other agreements with Bank for Services on or after the Effective Date of this Acceptance and (ii) amend, terminate, or otherwise act on behalf of Customer with respect to this Acceptance and the Services.
- 3. Security Procedures.** Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

- 4. Commercially Reasonable.** Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]). Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. **Confidentiality of Security Procedure and Authentication devices/passwords.** Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer name(s):

Printed Name of Authorized Representative
Signature
Date

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

- 5. Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
- 6. Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
- 7. Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,
- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

- a. **Description of Vantage.** Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. **Access to Vantage.** When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. **Administration of Vantage.** We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
 - i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,

- (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
- (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
 - i. Does not comply with any term applicable to Vantage,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less

than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.

- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch



Commercial Account Signature Card

1. Account Title(s)

Account #1:	CoID(Internal Use):	Account #2:	CoID(Internal Use):
Title Line 1: (Customer's full legal name matching Customer's formation documents – 40 characters max.)		Title Line 1: (Customer's full legal name matching Customer's formation documents – 40 characters max.)	
Optional Account Title Lines (40 characters max per line.)		Optional Account Title Lines (40 characters max per line.)	
Title Line 2:		Title Line 2:	
Title Line 3:		Title Line 3:	
Title Line 4: (If applicable, enter DBA name on last available title line.)		Title Line 4: (If applicable, enter DBA name on last available title line.)	

2. Regulation GG Certification

Is the, Customer, or any entity for which the account will be maintained, engaged in the business of internet gambling?

- No, this entity is not engaged in the business of internet gambling.
 Yes, this entity is engaged in the business of internet gambling.

3. Account Signers

Signer #1
Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Signer Internal use only: CIS customer number for above signer:
Signer #2
Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Signer Internal use only: CIS customer number for above signer:
Signer #3
Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Signer Internal use only: CIS customer number for above signer:

4. Authorized Representative's Certification, Acknowledgement, and Agreement

By signing below, I certify that the Customer has designated each of the individuals named in Section 3 above as

- a) a "Limited Signer" who is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s); or
- b) an "Authorized Signer" who is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers between accounts on Business Online Banking, and (iv) perform other branch transactions in accordance with the customer's contractual arrangements with Wells Fargo.

Designating signers on the signature card does not authorize the signer to access Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]) or CEO[®] ("Vantage").

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

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

Printed name _____ Position/Title _____

Signature _____ Date _____

5. Internal use only		
Banker name:	Banker phone:	Banker MAC:
AU:	RAU:	Officer #:
Submitter name:		Submitter phone:



Authorization Certificate

Deposit Accounts and Treasury Management Services

The undersigned hereby certifies to Wells Fargo Bank, National Association (Bank) that:

1. _____
(Account holder's complete legal entity/company name), a

_____ (description of Account holder's business entity type
("Customer")), has authorized the undersigned to make the certifications in this Certificate on Customer's behalf.

2. Each of the following individuals:

Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	

is referred to in this Certificate as an "Authorized Representative" with full authority, acting alone, to:

- a) enter into those agreement(s) that Bank requires regarding opening, operating, and closing deposit accounts for Customer at Bank (each, an Account) and enrolling in, using, and terminating Bank services including Bank's non-deposit sweep services used in connection with the Account(s) (each, a Service);
- b) authorize all types of Account transactions, provided Bank has completed setting up the Authorized Representative for the Service that will be used to facilitate the transaction, and instruct Bank regarding Accounts and Services; and
- c) designate individuals as additional Authorized Representatives.

3. This Certificate reflects actions duly taken by Customer in accordance with its governing documents. It revokes all prior Authorization Certificate(s) on file with Bank and shall continue in effect until Bank has received and had a reasonable time to act on Customer's written notice revoking it, which shall be effective only as to actions which are taken by Customer thereafter. Actions authorized in this Certificate but performed prior to its execution are approved and ratified.

Certified to:

By/Signature: _____

Printed name: _____

Title: _____

Date: _____

Tax Identification Number of Customer: _____
(TIN of the Customer as assigned by the IRS.)

Commercial Depository Service Description

Treasury Management Services

Introduction

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

The 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 service.** 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; Account Deposits.** 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

Introduction

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

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

Returned Items Service

Wells Fargo Remote Deposit Capture Service

The Service Documentation includes:

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

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] or CEO[®] (hereinafter, "Vantage"). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Returned Items Service

1. **Description of service.** This Service includes:

- a. Special Instructions regarding the handling of your Returned Items (section 2),
- b. Returned Item Decisioning through Vantage(section 3),
- c. Electronic Returns through which we submit your Returned Items as RCK entries in accordance with the ACH Rules (section 4),

- d. Centralized Return Processing through which we process your Returned Items as your centralized return processor (sections 5),
- e. Returned Item Forwarding through which we forward Returned Items you receive on your Accounts to your centralized returns processor (section 6), and
- f. Returned Item Service Fee Recovery through which we issue MICR drafts to recover service fees you charge your customers in connection with Returned Items (section 7).

We will provide the Returned Item Service to you in accordance with the Service Documentation, including the User Guide for the Service that we make available to you, and Applicable Law.

2. **Special instructions.** We will process your Returned Items in accordance with any special instructions you communicate to us from time to time as described further in the User Guide for the Service.
3. **Returned Item decisioning; access to images.**
 - a. **Returned Item decisioning.** If you elect this Service option, you can send us processing instructions through Vantage for Returned Items we received prior to the applicable Cutoff Time each Business Day. Each message related to the processing of a Returned Item (your "Decisioning Instruction") must be received by us by the decisioning Cutoff Time each Business Day. If we do not receive your Decisioning Instruction by the decisioning Cutoff Time, we will handle the Returned Item in accordance with your Default Instruction. "Default Instruction" means your election for us to take one of the following actions for a Returned Item, as specified in your Set-Up Form for the Service:
 - i. "Redeposit," meaning we redeposit the Returned Item, or
 - ii. "Chargeback," meaning we chargeback the Returned Item to one of your accounts in accordance with section 9 below.
 - b. **Access to images.** If you elect this option, we will make images of Returned Items available to you through Vantage or other channels or transmission methods you and we agree to. These images are retained for the time period set forth in our retention policy for the Service.
4. **Electronic returns.** If you elect this Service option, we will submit RCK entries for your Returned Items that we have determined (using a data-based decisioning method) qualify as RCK entries under the ACH Rules.
 - a. **Warranties.** The ACH Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original Item for which the RCK entry is initiated. If we incur any liability for breaching these warranties, you will reimburse us and not hold us responsible or liable.
 - b. **Rejected entries.** The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to us. In the event any RCK entry submitted on your behalf is rejected by the ACH for any reason and we have sufficient data to permit us to repair the RCK entry, we will make the repair. Upon our request, you will provide us with all information necessary to repair any RCK entry or file of RCK entries.
 - c. **Provisional credit.** Any credit to your Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, you will immediately deposit with us sufficient funds to cover the returned RCK entry or adjustment memorandum. You authorize us to debit the Account or any other accounts you maintain with us for the amount of any returned RCK entry or adjustment memorandum.
5. **Centralized check return.** If you elect this Service option and it is available to you, we will process Returned Items from your Account and accounts with other financial institutions with which you arrange for us to provide this Service.
 - a. **Centralized return endorsement.** You will place a Centralized Return Endorsement on the back of each check or other Item you intend to deposit with a financial institution other than us that, upon dishonor, you wish to have returned to the Account you designate for this Service. Upon your request, we will supply you with an endorsement stamp or examples of endorsement stamps that satisfy the requirements of this section.
 - b. **Relation of multiple endorsements.** You agree that the Centralized Return Endorsement:
 - i. Is in addition to and not in place of the endorsement placed on an Item by the depository bank,
 - ii. Could obscure, in whole or in part, the endorsement placed on the Item by the depository bank, and
 - iii. Could be obscured by, in whole or in part, the endorsement placed on each deposited Item by the depository bank.
6. **Returned item forwarding.** If you elect this Service option:

- a. You will notify us of the financial institution you choose as your centralized return processor,
 - b. You will place your Centralized Return Endorsement identifying your centralized return processor on the back of each check or other Item you deposit to your Account that, upon dishonor and subsequent receipt by us, you want us to forward to your centralized return processor, and
 - c. We will forward the Returned Items that we receive to your centralized return processor.
7. **Returned Item service fee recovery.** If you elect this Service option, Wells Fargo may issue a MICR draft on the account of the issuer of a Returned Item in the amount that you and we separately agree will be your Returned Item service fee.
8. **Delayed returns.** Under Applicable Law, paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either us or to the actual depository bank and there could be a significant delay in our receipt of a Returned Item. You, not us, are solely responsible for any and all Losses that may arise in connection with any delay in the return of any Returned Item under this Service Description, including any Item to be returned to your centralized return processor under section 5.
9. **Chargebacks.** We may chargeback a Returned Item to any account you maintain with us without regard to whether the Returned Item was initially deposited to your Account or at another financial institution.
10. **Representations and warranties.** You represent and warrant to us and agree as follows:
- a. **Authorization.** The issuer of any Returned Item has authorized you to represent the Returned Item electronically and that authorization is legally sufficient under Applicable Law.
 - b. **Representation/Returned Item fees.** You acknowledge that the ACH Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and the related fees. You agree that each Item you deposit to your Account or another financial institution will only be for the amount of the Item, and will not include any amount for a representation/returned item fee or similar fee.
 - c. **Returned Item service fees.** You have properly disclosed to all your customers that you charge a service fee for Items returned unpaid for any reason as described in section 7.
11. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from Losses arising directly or indirectly from or related to:
- a. Any material breach in any of your representations, warranties and agreements contained in this Service Description,
 - b. The violation of any Applicable Laws in the performance of your obligations under this Service Description,
 - c. A breach of any warranty we make under the ACH Rules in connection with our Electronic Returns Service option as described in section 4,
 - d. Any action you ask us to take in connection with this Service, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
 - e. A delay in the return of any Item deposited to your account at another financial institution as described in section 8.
12. **Survival.** Sections 4, 8, 9, 10 and 11 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture Service

(Wells Fargo Electronic DepositSM, Desktop Deposit[®], and Mobile Check Deposit)

1. **Description of service.** With this Service you can create Electronic Checks from eligible paper checks and transmit the Electronic Checks (and where applicable an Electronic File) to us to deposit in your Account in accordance with the Service Documentation. For each Electronic Check we determine is eligible for processing, we will:
 - a. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank,
 - b. Post or present any Electronic Check for which we are the Paying Bank, or
 - c. Create a Substitute Check (as defined in the applicable Account Agreement) that we will present directly or indirectly to the Paying Bank.

2. **Creating Electronic Checks.** To create Electronic Checks (and where applicable send us Electronic Files), you will use hardware and software capable of creating Electronic Checks that meet our standards and specifications. We will review each Electronic Check and process the Electronic Checks we determine are eligible for processing:
 - a. On the Business Day you transmit the Electronic Checks (or if applicable, your Electronic File) to us, if we received the Electronic Checks before the Cutoff Time, and
 - b. On the next Business Day if you transmit the Electronic Checks (or if applicable, your Electronic File) to us after the Cutoff Time.
3. **Exception Checks.** Our User Guide for this Service lists eligible U.S. Dollar checks (as well as ineligible checks). We may, without liability to you, reject Electronic Checks we determine are ineligible for this Service or that Applicable Law prohibits us from accepting through this Service (an "Exception Check"). We will notify you of each Exception Check through Vantage or other communication channel. You will deposit an Exception Check to your Account only by depositing the corresponding original paper check or as otherwise agreed between you and us.

Even if we do not identify an Exception Check during processing, a Substitute Check may be returned to us because the Paying Bank determines it is not eligible. Our failure to identify an Exception Check will not limit your obligations to us under section 7.

4. **Deposits to your account.** We will be deemed to have accepted each Electronic Check (other than any Exception Check) for deposit to your Account (a) on the Business Day we process the Electronic Check (b) at our office where your Account is maintained. Funds from these Electronic Checks will be made available as provided in our Funds Availability Policy applicable to your Account and will be deemed to be collected as set forth in our Electronic Deposit Collected Funds Schedule. We will provide these documents (as amended from time to time) to you upon request.

Any check you deposit that is returned to you may be returned in the form of a Substitute Check. If we receive a notice of nonpayment from Paying Bank for an Electronic Check or Substitute Check presented for payment, we have no obligation to provide this notice to you or your customers.

5. **Third-party processors.**
 - a. **General.** You are a "third-party processor" when you use this Service either to (a) create and process an Electronic Check on behalf of your customer or (b) process an Electronic Check one of your customers has created and transmitted to you.
 - b. **Customer due diligence.** Before acting as a third-party processor for any customer, you will conduct due diligence appropriate to the type of customer (consumer or business). As part of your due diligence, when a customer opens an account with you, you will obtain the customer's name, Taxpayer Identification Number, and address. In addition, you will comply with any obligations under Applicable Law for:
 - i. Establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program,
 - ii. Establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in your Anti-Money Laundering Program, and
 - iii. Suspicious activity monitoring and reporting.
 - c. **Customer agreements.** You will also enter into an agreement with each of your customers which includes:
 - i. Provisions paralleling those in this Service description relating to creating Electronic Checks and maintaining the security of original paper checks,
 - ii. Warranties paralleling each of the warranties you make to us in this Service description,
 - iii. An acknowledgement that we may at any time refuse to process Electronic Checks for that customer, and
 - iv. If the customer is a business entity, an obligation that customer, upon your request, will provide you the information you require to understand the nature of the customer's business.
 - d. **Risk parameters; ongoing monitoring.** For each of your customers, you will use reasonable commercial standards to monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis. You will take appropriate actions with respect to the customer's account, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with you. We will establish and maintain confidential internal risk parameters for your Electronic Checks but you are solely responsible for monitoring your customer's Electronic Checks.

6. **Your representations and warranties.** You represent and warrant to us and agree that you will:
- a. Use this Service only for eligible paper checks payable to or endorsed for deposit by you or your customers (unless we expressly agree otherwise),
 - b. Transmit to us only Electronic Checks eligible for processing including legible Electronic Checks containing machine-readable MICR data,
 - c. Not transmit to us any Electronic Check that duplicates an Electronic Check previously transmitted to us or that did not originate as an eligible paper check,
 - d. Ensure that each original paper check for which you or one of your customers has created an Electronic Check is securely retained and then securely destroyed (including all nonpublic personal information on the original paper check) and properly secure all hardware you use in connection with this Service,
 - e. Not transmit to us, deposit to your Account, or otherwise negotiate any original eligible paper check for which you have transmitted an Electronic Check to us, unless we have notified you that the Electronic Check is an Exception Check, and
 - f. If you use an agent to create Electronic Checks and/or transmit your Electronic Files to us, you will ensure your agent transmits only Electronic Checks payable to you, unless we expressly agree to permit the agent to include Electronic Checks payable to multiple customers of ours.
7. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from and against all of our Losses arising directly or indirectly from or related to:
- a. Any negligent or intentional act or omission by you in the performance of your obligations under this Service description including breaching your obligation under section 6(d) above, in which event Losses will include consequential damages,
 - b. Any material breach in your representations, warranties, covenants, or obligations in this Service description,
 - c. Us acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of Substitute Checks, in which event Losses will include consequential damages,
 - d. Us posting or presenting an Electronic Check for which we are Paying Bank or presenting an Electronic Check to the Paying Bank for payment,
 - e. The transfer or return of an Electronic Check or an Electronic Returned Check on your behalf,
 - f. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - g. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an Electronic Check is created, if the loss is due to the check having already been paid, and
 - h. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the Paying Bank, and any subsequent returning bank against Losses that result from the fact that:
 - i. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 - ii. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
 - iii. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

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

When we transfer an Electronic Check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the Paying Bank, and the drawer. When we transfer an Electronic Returned Check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner.

8. **Termination.** In addition to our rights to suspend or terminate Services under the Master Agreement, we may suspend or terminate this Service immediately upon notice if we determine in our sole discretion that you have breached any of your obligations under sections 6 or 7 of this Service description.
9. **Additional controls.**
- a. **General.** We may upon reasonable prior notice to you to:
 - i. Mandate specific internal controls at your locations,
 - ii. Periodically audit or require audits of your RDC operations including your IT infrastructure at your expense, and
 - iii. Request additional information about you.
 - b. **Your internal controls.** You will establish internal controls related to your RDC operations. Upon reasonable request, you will provide us with information about your internal controls and will work in good faith with us to resolve any concerns that that we have regarding these controls.
 - c. **Your consumer complaints.** With reasonable prior notice to you, you will provide us with information about consumer complaints you receive relating to your RDC product ("consumer complaints"), including:
 - i. Your procedures for handling consumer complaints,
 - ii. The number of consumer complaints you received in the prior calendar quarter, and
 - iii. The current status of each consumer complaint.
10. **Survival.** Sections 6 and 7 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means the Automated Clearing House.

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

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

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

Centralized Return Endorsement means a special endorsement on a Returned Item which (a) includes all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit, (b) to the extent possible, conforms to applicable formatting specifications, and (c) is more prominent than the endorsement of the actual depository bank.

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

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means the electronic file you (or your vendor) create and send us when transmitting Electronic Checks using the Wells Fargo Electronic Deposit Service.

Electronic Returned Check means an Electronic Check derived from a paper returned check.

Item is defined in the Account Agreement.

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

Paying Bank means the bank on which the original paper check to which the Electronic Check relates is drawn or through which the original paper check is payable.

Master Agreement means the Master Agreement for Treasury Management Services.

RCK entry is defined in the ACH Rules.

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

Returned Item means an Item that is returned to us unpaid after you deposit it to your Account.

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

Service Documentation is defined in section 1 of the Master Agreement.

Electronic Receivables Service Description

Treasury Management Services

Introduction

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

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

- E-Bill Express service
- E-Box[®] service
- Integrated Receivables
- Receivables Manager service

The Service Documentation includes:

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

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our 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 Service.** With this Service:
 - a. You can make electronic bills available to your Customers through the Website,
 - b. Customers make payments to you through the Website and other Payment Channels (see section 2) and using the Payment Methods (see section 3) offered in connection with the Service,
 - c. We credit the Customer payments to your Account, and
 - d. We offer electronic reporting options relating to your bills and your Customers' payments received through the Service (see section 4).

The specific features for the Service we will provide you, are detailed in the Statement of Work (SOW) to which you and we agree separately.

2. **Payment Channels.** The "Payment Channels" we offer to you are detailed in our User Guide for the Service and include the Website, telephone and an optional Interactive Voice Response (IVR) Payment Channel.
 - a. We maintain the Website through which Customers may make payments to you.
 - b. With the telephone Payment Channel, a Customer arranges for a payment by calling you at a telephone number you maintain. For all Customer payments made through the telephone Payment Channel, you are required to enter information about the payment at the administrative portal for the Service.
 - c. With the IVR Payment Channel, we maintain a specific toll-free number for you and custom to you branded greeting and prompts.
3. **Payment Methods.** The "Payment Methods" you may make available to Customers are detailed in our User Guide for the Service and include debit and credit cards and electronic payments through ACH.
 - a. If you will accept debit and credit card payments, the Service Documentation includes the Merchant Payment Solutions Service Description.
 - b. For ACH payments, the Service Documentation includes the ACH and Related Services Service Description. In the event of a conflict, this Service Description will control over the ACH and Related Services Service Description.
 - c. We may withdraw a Payment Method available for the Service at any time.
4. **Information reporting.** We make information and reporting about your bills and Customers' payments available to you through the administrative portal on the Website or automated transmission file.
5. **Verification.** We will not verify the accuracy of your bills or your Customers' payment amounts made through any Payment Channel.
6. **Your privacy policy.** You will provide us with any URL(s) you host for our use at the Website. The URLs you provide will direct Customers to your then-current privacy policy and terms of use. You will maintain current versions of your privacy policy and terms of use.
7. **Licensed Marks.** You grant to us a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. We will not modify a Licensed Mark without your prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 of the Master Agreement. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, we will discontinue use of all Licensed Marks.
8. **Representations and warranties.** You represent and warrant to us that:
 - a. You will issue each bill only for products or services actually provided to the billed Customer and will retain each bill for a minimum of one year from the date of the bill,
 - b. The billed amount will be the actual amount charged to the billed Customer for such products or services,
 - c. You are the sole owner of each URL you provide to us pursuant to Section 7 and each Licensed Mark,
 - d. You will maintain current versions of your privacy policy and terms of use at the URLs provided to us, and
 - e. You have received a copy of Federal Reserve Board Regulation E and will comply with it at all times.
9. **Survival.** Section 8 will survive termination of the Service.

E-Box[®] service

1. **Description of service.** With this Service:
 - a. We provide you with information about payments your Customers make to you ("Remittance Information") through online bill payment services and other payment channels described in our User Guide for the Service,
 - b. We process Customer payments for credit to your Account, and

- c. We provide information reporting ("Remittance File") on your Payments through our separate Receivables Manager Service. The specific processing services we will provide to you are detailed in the BRD to which you and us agree to separately.
2. **Research and decisioning.** We will make available to you a decisioning tool where you can view all payments, make decisions on exception items, perform payment research, and return payments.
3. **Unfunded payments.** We will process Payments for which we have received Remittance Information but not funding in accordance with the BRD.
4. **Account credit.** Each Business Day, we will credit your Account for Funded Payments through a consolidated ACH credit Entry. We originate each credit Entry in accordance with the ACH Rules.
5. **Service requirement.** In order to enroll in the Service, you will also have to enroll in our Receivables Manager Service.

Integrated Receivables service

1. **Description of Service.** With this information reporting Service, we apply programmatic rules and logic, configured with your input, to create and transmit to you electronic files (each, a "Posting File") containing the details of matches between credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to your eligible Wells Fargo deposit accounts enrolled in the Service (each, an "Account") and the open accounts receivables details you have provided to us in electronic files (each, an "Open Receivables File").
2. **Automatic matching.** We apply programmatic rules and logic, configured with your input, to match credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to information you send to us relating to Payments and your accounts receivables details to identify sets of matching Payments and accounts receivables details in the steps described in this section.
 - a. **Re-association.** We analyze data elements pertinent to electronic Payments credited to your Accounts to associate such Payments with their respective remittance information (information from your payer describing the accounts receivable record for which a payment is being made, such as one or more invoice numbers) that you separately provide to us in a "Remittance File" or is provided in an e-mailed advice by your customers in accordance with the protocol to which you and we agree. Each such match is a "Re-associated Payment".
 - b. **Invoice matching.** We automatically match Payments and Remittance Details with Accounts Receivable records you separately report to us in your Open Receivables File. Each such match is a "Validated Payment".
 - i. **Checks.** For check Payments credited to your Accounts that we receive through a lockbox we maintain for you, we extract remittance information from Remittance Materials (as defined in the Lockbox Service Description) and use it to the extent reasonable to create Validated Payments.
 - ii. **Addenda Records.** For electronic Payments that include remittance information embedded within the electronic payment instruction for such Payments ("Addenda Records"), we use such Addenda Records to the extent reasonable to create Validated Payments.
 - iii. **Re-associated Payments.** We use the remittance information associated with Payments in the Re-association step described in 2.a above to the extent reasonable to create Validated Payments.
3. **Manual matching.** Each credit to your Accounts for which we are not able to create a Re-associated Payment or a Validated Payment through the Service is an "Exception". You may view Exceptions in our CEO portal in accordance with its applicable terms and conditions.
 - a. **Review.** In CEO, we will display details of Exceptions and items described in your Remittance Files and Open Receivables Files that, as of the time of viewing, have not been included as components of Matched Payments in any Posting File we have previously made available to you.

- b. **Match items.** Using the CEO interface, you may create additional Validated Payments by manually matching the Exceptions with open accounts receivables details displayed in CEO.
4. **Posting Files.** You may configure the Service to automatically generate and transmit Posting Files in accordance with the frequency to which you and we separately agree. Each Posting File is an electronic document setting out certain pre-determined data elements pertaining to each Validated Payment (including manually Validated Payments) that, as of the time of generation, has not been included in any previous Posting File we created for you. We will transmit each Posting File in accordance with your configuration preferences and the pre-determined transmission protocol to which you and we agree.
5. **Payment dates.** For purposes of the Service, the date of each Payment is the Business Day on which we receive the Payment.
6. **Files transmitted to us.** You will transmit your Remittance File and Open Receivables File to us in accordance with the pre-determined file format and transmission specifications to which you and we separately agree. You are responsible for ensuring that, with respect to each item in each file, you include information we can reasonably use to identify its matching credit(s) to your Account(s).
7. **Liability to you.** We perform the automatic matching activity described in Section 2, on a commercially reasonable efforts basis, in accordance with logic you provide to us. We undertake no liability for damages arising from or relating to any defects in, or failure to test, such logic as provided.
8. **Liability to payers.** We bear no liability to your payers for any inaccuracies in the Service relating to Matched Payments or Unmatched Payments, including, without limitation, inaccurate matches between Payments and remittance information or accounts receivables details.
9. **Eligible Accounts.** You may enroll your Wells Fargo demand deposit accounts that are capable of receiving credits by ACH, wire transfer, or check.
10. **Survivability.** Sections 7 and 8 survive termination of the Service.

Receivables Manager service

1. **Description of service.** With this Service, you may receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to your Account(s) and associated Remittance Information.
2. **User Guide.** The User Guide provides details about the following:
 - a. The types of payments for which we provide the Service,
 - b. The options we offer for formatting Files,
 - c. The secure transmission platforms we offer to deliver Files to you,
 - d. The schedule we follow in providing the Service, and
 - e. Our Service level goals.
3. **Advice Matching Service.** If you enroll in our Advice Matching Service, we will accept an email or File containing Remittance Information from your payer and attempt to match the information to payments the payer makes separately by ACH, wire transfer, or check, provided the payer does the following:
 - a. Sends the remittance Information to us in advance of the payment information being sent to you in the File, and
 - b. Includes information we can use to identify the payer and match the Remittance Information and the associated payment based upon criteria you establish.

You have the ability to manually match any payments we are unable to match automatically using the Receivables Manager application on 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.

ACH and Related Services Service Description

Global Treasury Management Services

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 (or on behalf of your customers) 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.** We 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 the Services.

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 that 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 as defined by the ACH Rules.
 - a. **General.** Prior to originating any Entry on behalf of your customer or otherwise 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 you are originating Entries on behalf of any Nested Third-PartySenders, and

- ii. Timely provide us with information we require for purposes of our registration of you as a Third-Party Sender or your customer as a Nested Third-Party Sender or any downstream Nested Third-Party Senders that do not have an ACH Origination Agreement with us ("Downstream Nested Third-Party Senders") for which you transmit Entries to us as ODFI in accordance with the ACH Rules ("Registration") and any supplemental Registration information requested by us, and
 - iii. Obtain our written approval to originate or continue to originate Entries for any customer of yours that is an Originator or Nested Third-Party Sender (which we may rescind upon written notice to you), and
 - iv. Enter into a written agreement with each Originator or Nested-Third Party Sender whose Entries are originated through us as ODFI that meets the requirements applicable for an Origination Agreement with an Originator or Nested Third-Party Sender, as applicable, under the ACH Rules, including their agreement:
 - 1. To assume the responsibilities of an Originator or Nested Third-Party Sender, as applicable, 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 or Financial Crimes Enforcement Network, and
 - 3. To grant us ongoing access to audit your customer for compliance with its Origination Agreement and the ACH Rules.
- b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you as a Third-Party Sender or your customers as Nested Third-Party Senders.
 - c. **Representations and warranties.** In addition, you represent and warrant to us that (i) each customer has and will comply with all applicable ACH Rules, (ii) that you have conducted the appropriate due diligence of your customers and (iii) that you will maintain a commercially reasonable program of monitoring to determine that each customer is engaged in a legitimate business, and the type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business. If you do identify any unusual activity by any of your customers, you will notify us promptly and take appropriate actions, including refusing to originate Entries for your customer.
 - d. **Liability; indemnification.** With respect to each of your customers for which you are originating transactions through us, including any Nested Third-Party Senders or Downstream Nested Third-Party Senders, you agree to be responsible for your customers' or such Nested Third-Party Senders' compliance with the ACH Rules. 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 any breach of warranty made under the ACH Rules or this Agreement, failure to comply with any applicable ACH Rule, or otherwise related to any activity of your customers, including Nested Third-Party Senders or Downstream Nested Third-Party Senders.
 - e. **Audit:** You agree to comply with the audit requirements applicable to Third-Party Senders under the ACH rules and to provide us with proof of compliance upon request.
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. **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 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.

Nested Third-Party Sender (as defined in the ACH Rules) is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator**, without a direct agreement with the ODFI.

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.

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.

Wire Transfer Service Description

Global Treasury Management

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 Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

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, attempt 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.

G/L = General Ledger, (Internal Use Only)

1) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	2) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	3) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	4) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L
5) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	6) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	7) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	8) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L
9) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	10) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	11) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L	12) <input type="text"/> <input type="checkbox"/> DDA <input type="checkbox"/> G/L

B. Advice Information Additional fees apply for these services. For more information about these services contact your relationship manager or customer service representative, or call 1-800-AT-WELLS (1-800-289-3557), option 2.

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

C. Authorized Callers (people authorized to initiate wires)

\$ Limit = A limit must be indicated or the form will be returned. The maximum entry limit is, \$9,999,999,999.99. The limit applies to all functions unless noted otherwise.

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	InitiationType [√]	
				R	B
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$		<input type="checkbox"/>	<input type="checkbox"/>

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

Selecting this 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
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	
	<input type="checkbox"/> Add <input type="checkbox"/> Delete	\$	

E. Alternate Account to be Charged for Wire Fees (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

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 voice 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 service by providing the information requested in Section D of Part I, it will become part of your Security Procedure. An individual authorized to approve wires other than the initiator (an "Authorized Approver") must 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. The Authorized approver may call into Wells Fargo or Wells Fargo will make at least one attempt to telephone the Authorized Approver. A PIN is required to authenticate each Authorized Approver. If Wells Fargo is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.
- 3. Inconsistency of Name and Number.** If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You further acknowledge the beneficiary account number or beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.
- 4. Responsibility of Wells Fargo.** Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.
- 5. Additional Actions by Wells Fargo.** Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo's sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action.
- 6. Liability.** Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services specified in this Agreement. For Orders subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Wells Fargo will be liable to you only for damages required to be paid under UCC 4A. For Orders not subject to UCC 4A and for other obligations under this Agreement, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing or failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.
- 7. Indemnification.** You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or connected with the performance of any wire transfer service under this Agreement. This indemnification will survive the termination of this Agreement.
- 8. Cancellation, Amendment, Reversal.** An Order will be final and not subject to cancellation, amendment or reversal by you, except Wells Fargo may, at your request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

- 9. Your Duty to Notify Wells Fargo of Unauthorized Activity.** If you identify any discrepancies in your account setup (including repetitive wire transfer templates), please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or that your Account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting that Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.
- 10. Fees and Taxes.** You agree to pay Wells Fargo's current wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request and can be provided by your banker. 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").
- In addition to any applicable fees, Wells Fargo makes money when we convert one currency to another currency for you. The exchange rate used when Wells Fargo converts one currency to another is set at our sole discretion, and it includes a markup. The markup is designed to compensate us for several considerations including, without limitation, costs incurred, market risks, and our desired return. The applicable exchange rate does not include, and is separate from, any applicable fees. The exchange rate Wells Fargo provides to you may be different from exchange rates you see elsewhere. Different customers may receive different rates for transactions that are the same or similar, and the applicable exchange rate may be different for foreign currency cash, drafts, checks, or wire transfers. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. Wells Fargo is your arms-length counter party on foreign exchange transactions. We may 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 applicable exchange rate at the time the cancellation of the Order is confirmed by Wells Fargo.
- 12. Term and Termination.** This Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.
- 13. Amendments to Agreement.** Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the wire transfer service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.
- 14. Governing Law; Rules and Regulations.** Our rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.
- 15. Notices; Receipt of Confirmations.** If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.

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

17. Additional Terms Governing Outgoing Consumer International Wires

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

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

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

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

17.5. Error Resolution. If you think there is an error, or problem, contact the Wire Transfer service Team at 1-855-339-6655 (Monday - Friday, 8am - 9pm ET). You must contact us within 180 days of the date we promised to you that funds would be made available to your beneficiary (Availability Date). If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

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

Part III – Agreement and Approval

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

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

Legal Name as it appears on your Account		Customer's Primary Phone No.	
Mailing address for PINs and mail advice including City, State, and zip code. (If blank, items will be mailed to address on primary statement mailing address.)			
Printed Name of Authorized Signer		Printed Name of Authorized Signer	
Signature	Date	Signature	Date

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

Once the customer's approval/signature is received on the form, the Banker/Relationship Manager must approve/sign the form, then fax to 866-922-6202, or email to imgwiresetups@wellsfargo.com.

The form must be submitted from a valid Wells Fargo Fax or email address. File copies in your location's record retention file.



Faster Payments Service Description

Treasury Management Services

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Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

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:

- Zelle® Disbursements service
- Instant Payments Services
- Push to Card 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 Wells Fargo VantageSM f/k/a Commercial Electronic Office® 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

Zelle® Disbursements

1. **Description of Service.** With this Service you can send Payment Instructions to us or Zelle® for your payments to consumer and Small Business Disbursement Recipients. For each payment, your Payment Instruction will include the Token Information for the Recipient.
 - a. **Disbursement Recipients enrolled with Zelle®.** If the Disbursement Recipient's Token Information is enrolled with Zelle®, we or Zelle® will attempt to make the payment electronically.
 - b. **Disbursement Recipients not enrolled with Zelle®.** If you have subscribed to the Unregistered Payee Feature and your Payment Instruction includes Token Information for a Disbursement Recipient who is not enrolled with Zelle®, we or Zelle® will send the Disbursement Recipient a one-time Zelle® enrollment invitation, together with instructions. Disbursement Recipients must enroll in the time allotted in the enrollment invitation or the payment will expire and the funds will be returned to your Account.
 - c. **Payments.** In most cases the payment will be available to the Disbursement Recipient within three Business Days. We have no control over circumstances that could result in a delay or failure of your payment to be received by the Disbursement Recipient including actions of the Disbursement Recipient, the Disbursement Recipient's financial institution placing limits on the amount the Disbursement Recipient may receive, or actions of the Zelle Network®. We or Zelle® are entitled to impose transaction limits on your payments that are separately disclosed to you.

2. **Disbursement Recipient authorization.** When using the Service, you authorize and instruct us or Zelle® to send emails and text messages to the Disbursement Recipient on your behalf. You represent and warrant that you have received permission from each Disbursement Recipient to instruct us or Zelle® to send emails and text messages to that Disbursement Recipient. 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 Disbursement Recipient, the Disbursement Recipient'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.** Generally, a payment that has been processed cannot be cancelled or stopped. You will be responsible for resolving any payment dispute with a Recipient. 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.** Neither we nor Zelle® are 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. **Restrictions.** You are not permitted to use this Service if we determine, in our discretion, that you are, or are acting as, a "Payment Services Company" as defined under the Zelle Network® Participation Rules.¹ Unless we have satisfied our obligation to complete your registration as a "Third Party Sender" under the Zelle Network® Participation Rules, and subject to any additional terms or conditions we may require, you are not permitted to send Payment Instructions as an intermediary between any third party and us using this Service.
9. **Survival.** Sections 2, 3, 4, 5, 6 and 7 of this Service Description will survive the termination of Services.

¹ Payment Services Company means an entity that (i) is classified or licensed as a money transmitter or money services business under U.S. federal law, the laws of the District of Columbia or any U.S. state or territory, or the laws of any foreign jurisdiction; (ii) is classified as a payment service provider, payment aggregator, or similar by any Other Network Requirements; (iii) is licensed to engage in virtual currency business activity under U.S. federal laws, rules, or regulations or the laws, rules or regulations of the District of Columbia, any U.S. state or territory, or any foreign jurisdiction; (iii) is otherwise engaged in the business of operating, providing, or facilitating access to a network, system, protocol, or interface for the transfer of value (whether or not denominated in fiat currency) from one person or entity to another person or entity or from one account to another account.

Instant Payments Services

- 1. Description of Service.** With this Service you can use real-time funds transfer services to send eligible Instant Payments. Instant Payments permitted under the applicable Instant Payments Rules and meeting our requirements will be considered eligible Instant Payments. You may also use the Service to send Instant Payment Messages. The terms "funds transfer," "funds-transfer system," "payment order," "sender", and "beneficiary" used herein are as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Service Description. The term "payment order" as used in this Service Description refers specifically to an Instant Payments payment order.
- 2. Applicable Law.** You agree to comply with the Instant Payments Rules, including the applicable state law version of Article 4A of the Uniform Commercial Code 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 payment order or other instruction that could result in our violation of the Instant Payments Rules or other Applicable Law.
- 3. Preparation of payment orders; processing schedules.** You will prepare each payment order in accordance with guidelines we separately make available to you from time to time. A payment order will be deemed received by us when we have verified that it is in compliance with the applicable Security Procedure and determined that it is an eligible Instant Payment. Instant Payments are typically completed within seconds of transmission of the payment order by the sender, unless the payment order fails or is delayed due to a review by us or the beneficiary's bank, such as for fraud, regulatory, or compliance purposes.
- 4. Inconsistency of name and number.** If a payment order describes the beneficiary both by name and identifying number, we are permitted to execute the payment order based solely on the identifying number, even if the number identifies a person different from the named person. If a payment order describes a beneficiary's bank both by name and identification number, the identification number may be solely relied on to identify the bank, even if it refers to a bank other than the named bank.
- 5. 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 (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 payment order at the time of each debit. We may refuse to accept a payment order if there are not sufficient available funds at the time the payment order is submitted to us.
- 6. Your duty to report erroneous or unauthorized payment orders.** We have no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate 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 payment order. You will exercise reasonable care to determine whether a payment order accepted by us was either erroneous or unauthorized. You will notify us of an erroneous or unauthorized payment order within a reasonable time, not exceeding 14 days, after you receive notification from us that the payment order was accepted or that the Account was debited with respect to the 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. Payment order status.** We will provide you with information regarding the status of any payment order sent by you in accordance with the Instant Payments Rules. If a 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 payment order or for our failure to provide notice.
- 8. No right to cancellation, amendment, reversal; request for return of funds.** Payment orders are final and cannot be cancelled, amended, or reversed by you once accepted by us. Any dispute between you and the beneficiary of an Instant Payment must be resolved between you and the beneficiary. You may submit a Request for Return of Funds to us to be sent to a beneficiary; however, the beneficiary 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, including Losses incurred as a result of the enforcement of any indemnity provided to a beneficiary's bank in connection with a Request for Return of Funds we send on your behalf.

9. **Ineligible Instant Payments.** You agree that:
 - a. Instant Payments may be used only for eligible payments between a sender and beneficiary with accounts located in the United States. Subject to subsection (c), below, you may not send or receive payment orders on behalf of any person or entity not domiciled in the United States.
 - b. You are not permitted to submit a payment order on behalf of another domestic or foreign depository institution, or that identifies a beneficiary that is a domestic or foreign depository institution.
 - c. You are not permitted to send a payment order in connection with a money transmission transaction or a payment processing transaction, nor act as a money services business or third-party processor, unless we have provided our written approval and subject to any additional terms or conditions we may require.
10. **Searching for accounts.** Instant Payment Messages may only be used to determine if account numbers, whether in tokenized or untokenized form, are associated with valid, active accounts when an account number has been given to the sender by an intended beneficiary who is expecting to receive one or more payments from the sender.
11. **Request for payment.** If we have approved you to send request for payment Instant Payments Messages, you agree to alert your payors prior to sending any Instant Payments Message to request payment from another person. Any request for payment Instant Payments Message you send will be made in accordance with the applicable Instant Payments Rules, including any defined permissible use established under the Instant Payments Rules.
12. **Transaction limits.** Instant Payments are subject to transaction limits established by the Instant Payments Rules. We are entitled to impose transaction limits on your payment orders, which may be lower than the transaction limits established by the Instant Payments Rules.
13. **Warranties.** We make certain warranties under the Instant Payments 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 payment orders, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.
14. **Limitation of our liability.** In acting on your request regarding a 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 a payment order. If we are notified we did not transfer 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 in excess of the amount stated in the payment order, to the extent you do not receive the benefit 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 we may have agreed otherwise. However, our liability for loss of interest will be limited to 20 calendar days' interest.
15. **Indemnification.** We indemnify certain persons under the Instant Payments 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.
16. **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 of this Service or otherwise failed to comply with the Instant Payment Rules.
17. **Survival.** Sections 2, 4, 6, 8, 9, 10, 11, 12, 13, 14 and 15 will survive the termination of Service.

Push to Card service

1. **Description of Service.** With this Service, you can send near–real time payments (Disbursements) to your customers' eligible debit and certain U.S. qualifying prepaid cards by transmitting a Customer Disbursement Transaction to the card networks for processing in accordance with applicable Card Organization Rules.
 - a. **Bank Disbursement Message; our approval.** As a part of the Service, we include the ability for you to submit a Customer Request and create a Customer Disbursement Transaction message for transmission based on the Customer Request. Our service consists of (1) the Push to Card Channel that may be available from time to time subject to applicable terms and conditions; (2) transaction eligibility determinations, (3) Card Organization routing intelligence; (4) connectivity to the Card Organizations; and (5) issuer identification. Any Card Organization or we may reject any Customer Request or Customer Disbursement Transaction at any time in our sole discretion.
 - b. **Processing by Card Organization; our approval.** After you successfully submit a Customer Request, the appropriate Card Organization will direct the Customer Disbursement Transaction message to the appropriate Issuer for authorization, 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.
 - c. **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.
 - d. **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. The Secure Capture Service is provided by a third party provider, Cybersource. By using the Services and/or the Secure Capture Service, you agree to the following terms:
 - e. You bear all collection risk and the risks of all Card fraud;
 - f. You are solely responsible for maintaining back up records;
 - g. You must only use the Service and the Secure Capture Service in conformance with the Documentation provided to you from time to time;
 - h. In the event Wells Fargo or Cybersource suspects illegal activity or use of the Secure Capture Service not in conformance with this Agreement or the Documentation that either Wells Fargo or Cybersource may suspend the Service and/or Secure Capture Service: and
 - i. You authorize Wells Fargo to access all your transaction information because of your use of the Secure Capture Service.

NEITHER BANK, CYBERSOURCE, NOR ITS THIRD PARTY LICENSORS CAN GUARANTEE THE ACCURACY APPLICABLE TO ITS PRODUCTS AND SERVICES. USE OF ANY CYBERSOURCE EXPORT CONTROL SERVICE THAT MAY BE MADE AVAILABLE TO YOU DOES NOT GUARANTEE YOUR COMPLIANCE WITH EXPORT REGULATIONS OR LAWS; AND NEITHER WELLS FARGO NOR CYBERSOURCE, NOR ITS THIRD-PARTY LICENSORS CAN GUARANTEE THE ACCURACY OF TAX OR VAT RATES OBTAINED FROM TAXING AUTHORITIES.

2. Funding and fees.

- a. **Customer Funding Account.**
 - i. 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.
 - ii. 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.

- iii. 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.
 - iv. 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.
 - v. 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.
- b. **Fees.** The pricing documentation provided to you includes your fees for the Service and may be adjusted from time to time. In addition to the Card transaction fees included in the pricing documentation, you are responsible for applicable fees or fine imposed by any Card Organization on you or incurred by us related to your activity and use of the Service, including, if applicable, Your Customer's activity and use of the Service as described in Section 5. You agree that you bear all responsibility for the proper payment of taxes applicable to your business, including the sale of your products and services.

3. Your obligations.

- a. **Use of Service.** You shall use the 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.
- b. **Prohibited Categories.** You shall not use the Service to initiate any Customer Disbursement Transaction in connection with any of the Prohibited Categories as such Prohibited Categories may be communicated to you or otherwise prohibited under Card Organization Rules or applicable law.
- c. **Restrictions.** You are required to notify us in writing if you desire to use the Service for a different use than originally approved on your pre-enrollment or implementation form, or otherwise approved in writing by us. You must obtain our approval of each use case in advance.
- d. **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.

- e. **Instructions.** Subject to any change from time to time, in order to initiate a Customer Disbursement Transaction, you must accurately submit all the information required as set forth in the then most current version of the Push to Card Developer Reference Guide. Your failure to provide requisite information will be considered a material breach of your agreement with us and your Customer Disbursement Transaction may fail.
- f. **Important Credential Responsibilities.** We will provide you credentials to access the Service and the Push to Card Channel. 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.

- 4. **Anti-money Laundering and Sanctions Program.** At all times, you shall comply and maintain, policies, procedures and internal controls designed to comply with the Bank Secrecy Act ("BSA"), its implementing regulations, and all Applicable Law related to BSA/anti-money laundering ("AML") regulations, including but not limited to the funds transfer recordkeeping and "travel" rule, as set forth in 31 CFR 1010.410, or as otherwise applicable. You will maintain a written BSA/AML compliance program. The BSA/AML compliance 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. In relation to this Service, and in addition to the audit rights set forth in Exhibit A, Wells Fargo and its regulators, and their respective auditors ("Auditors"), will have the right to request, monitor, audit, examine and inspect any and all records, facilities and procedures related to the Service, including but not limited to Customer's BSA/AML compliance program and 'know your customer' requirements. Wells Fargo may request annual attestations of compliance with any or all terms and Customer shall promptly deliver such attestations by an officer of the company with sufficient responsibility for and oversight of the subject(s) of the attestation. 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 further agree to comply with and maintain policies, procedures, and internal controls designed to comply with applicable economic sanction laws, including those administered by the U.S. Treasury's Office of Foreign Assets Control as codified in Title 31 of the US Code of Federal Regulations Chapter V. You must promptly notify us of any material violation of the BSA/AML or sanctions laws or your BSA/AML compliance program, subject to any applicable prohibitions against disclosure.
- 5. **Third Party Processor Obligations.** In addition to all the other requirements of this Service Description, if you are approved by Us in writing to use the Push to Card Service as a Third Party Processor (an entity permitted to use the Push to Card service as a service to allow its own entity customers (Your Customer) to push payments to their individual cardholder customers) for an approved use case, You must comply with all of the following:
 - a. You will cooperate with and promptly respond to all requests for reporting, documentation, processes or assessments required by us from time to time as communicated by us.
 - b. You are fully responsible for Your Customers and must at all times ensure that Your Customers agree in writing to comply with this Service Description, all applicable Card Organization Rules, specifically including but not limited to those identified in Appendix A and the Card Organization rules related to security of payment card information and personal data including PCI-DSS and PA-DSS as each may be replaced, modified, or changed from time to time. You will ensure Your Customers agree in writing to permit us and/or the Card Organizations to request and/or inspect Your Customer's books, records, due diligence activities, procedures, or place of business to audit for compliance with this agreement, laws rules, regulations and directives, including the Card Organization Rules.
 - c. Your written agreement with Your Customers must adhere to applicable requirements of this Agreement and Card Network rules. Your template agreement must be provided to Wells Fargo in advance for approval and no material changes can be made without our consent. Notwithstanding our approval, your agreement with Your Customers must at all times comply with laws, rules and regulations, and this Agreement.

- d. **Inspection.** In addition to any rights we may have pursuant to this Agreement, you will, at any and all reasonable times permit us, the Card Organizations, or their employees, agents and/or auditors to inspect your books and records. You will, at any and all reasonable times, permit us and/or our employees, agents, attorneys, auditors, or bank regulators to inspect your place of business to audit its operations for compliance with all laws, rules and regulations, including the Card Organization Rules and information security requirements, each as may be replaced, modified or enhanced from time to time, and compliance with this agreement. You will ensure that you have the same right to inspect Your Customer and that right extends to the Card Organizations and us. Notwithstanding termination of this Agreement, you and Your Customers will fully cooperate with any forensic investigation or audit until such investigation or audit is completed. This term shall survive termination of the Agreement. You may not subcontract, sublicense, assign, or license or transfer in any manner to any third party any right or obligation of yours set forth in this Service Description. You may not engage third party providers without our express written approval. You are fully responsible for all due diligence activities, including PCI-DSS compliance of Your Customer, you and your customer's systems, and any third party service provider you or your customer uses.
 - e. **Representations and Warranties.** You represent and warrant to us that You (a) have conducted due diligence with respect to each of Your Customers for which Company is using the Service and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each of Your Customers is originating is normal and expected Your Customer's type of business; and (b) will, in accordance with reasonable and diligent commercial standards, monitor each customer's business and transactions on an ongoing basis and notify us promptly if you identify any unusual activity by Your Customer and (c) will ensure all transactions comply with Applicable Law, Card Organization Rules, and this Service Description.
 - f. **Indemnity.** In addition to your indemnifications obligation in Section 14 below, You will indemnify, defend and hold harmless us from and against all Losses arising out of or relating to Your Customer or Your Customer Agreement. This section shall survive termination of the Agreement.
6. **Data use and consents.**
- a. **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.
 - b. **Data use by us.** You explicitly consent and agree that we can access and use Cardholder Data to provide the Service.
 - c. **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 Service; and (ii) obtain(ed) any and all consents necessary for Card Organizations to process data in connection with your participation in the Service, in connection with your participation in the Service, including as detailed in subsection 6(a) above and 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 6(a) above, complies with all Applicable Law.
7. **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.

8. **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 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 a token, 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.
9. **Termination; Events of Default.**
- a. In addition to any termination rights set forth in the Master Agreement, we may also terminate this Agreement immediately for convenience or upon any Event of Default.
 - b. The following are each an "Event of Default":
 - i. any assignment or transfer of voting control of you or your parent; or
 - ii. a sale of all or a substantial portion of your assets; or
 - iii. 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
 - iv. your independent certified accountants refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries; or
 - v. 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 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 16 ("Compliance with Laws") ; then, upon the occurrence of (1) an Event of Default specified in subsections 9(b)(i), 9(b)(ii), 9(b)(iii), or 9.3(b)(v), 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 notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.
 - c. 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.
 - d. 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 the 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.
 - e. 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.

- f. 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.

10. Confidentiality generally.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. With respect to any information received by us from you by your use of the Service, including the Disbursement Messaging Service, we will keep such information confidential in accordance with applicable law; provided, that we may disclose such information:
 - i. To third parties, as we deem appropriate, to provide the Service,
 - ii. Our auditors and attorneys (internal and external) and regulators,
 - iii. As required or permitted by law, regulation or court order
 - iv. 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.
- f. You shall not assign to any Person, the rights to use our Marks, our agents or the Card Organizations.
- g. All rights, title, and interest in and to all intellectual property related to the 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 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.
- h. 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 Service.

- 11. You will not:** (a) use the Service which shall include the Disbursement Messaging 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 Service, either directly or indirectly, to develop any service or product that competes with the 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 Service ; (d) modify, translate, or alter the Service in any manner; (e) create derivative works of or based on the Service ; (f) disclose or provide the Service to, or permit the 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 Service, except for (i) backup/archival purposes, or (ii) only with respect to any supplied documentation, as reasonably necessary to facilitate use of the Service as long as any such copies contain all appropriate proprietary notices; (h) remove, relocate, or modify any proprietary rights notices relating to the Service; (i) attempt to access, or actually access, portions of the 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 Service for any unlawful purpose; (l) use, access, transfer, move, relocate, ship, or transship the 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 Service.

12. Assignments.

- a. 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.
- b. For the payment services provided by us, we require access to an 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. If 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.
- c. 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.

13. Legal responsibility.

- a. 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.
- b. 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.

14. Indemnification.

You agree to indemnify and hold us and the Card Organizations and any third parties engaged to provide the Services described within this Service Description, harmless from and against all Losses:

- 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 or Your Customer's provision of goods and services to Cardholders;
- c. Arising out of your use or improper use of the Service; or
- d. Arising out of any third party indemnifications we are obligated to make because 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.

15. Waiver of jury trial.

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.

16. **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 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.
17. **Limitations on liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT, OUR LIABILITY WITH RESPECT 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.
18. **Third party beneficiaries.** Our respective Affiliates we use in providing the Service, including the Secure Capture Service and the Disbursement Messaging 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. **Survival.** Expiration or termination of this Agreement will not terminate the obligations and rights of the parties under this Agreement, expressly including Sections 4, 5, 9 (f), 14, 15, 17, 18 and this 19. 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.

Exhibit A

Card Processing Addendum

Preface:

Cards present risks of loss that are different than those with other payment systems. In using our 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 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 you. 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 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 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 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 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 your 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.

B. OPERATING PROCEDURES

This part of the Agreement (through Section 7.7) 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 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 until such investigation is complete. This provision shall survive termination.

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 Cardholder 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 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 Losses 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 networks that acquire Card sale transactions from customers such as yourself.

Bankruptcy Code means Title 11 of the United States Code, as amended from time to time.

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 and for purposes of the Push to Card Service Description is limited to an entity that is available in the Push to Card Service and processes Customer Disbursement Transactions to Cards.

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.

Customer Disbursement Transaction means a funds transfer transaction initiated by a Customer on its own behalf to Recipient's Card through the Push to Card Service.

Customer Funding Account means a commercial deposit account established at Bank and funded by a Customer to fund its Customer Disbursement Transactions.

Customer Request means a request for a Customer Disbursement Transaction submitted through Push to Card Channel and sending the Disbursement Information directly through the Push to Card Channel.

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

Disbursement Information means the following information in electronic format in a form approved by Card Organizations and/or Bank with respect to each Customer Disbursement Transaction: (1) the Instructions as set forth in the Service Description including the Addendum; and (2) any other minimum amount of information necessary in order to process a Customer Disbursement Transaction through the relevant Card Organization, as stated in the applicable Card Organization Rules.

Disbursement Messaging Service means the technology owned exclusively by a Card Organization that provides secure financial messaging services to facilitate funds transfers by Bank from the Customer Funding Accounts through a Card Organization to Recipient's Card.

Disbursement Recipient means a consumer or Small Business recipient of a payment with Zelle®.

Governmental Authority means any federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

Instant Payments are funds transfers sent through an Instant Payments system.

Instant Payments Message means certain message types available through an Instant Payments system.

Instant Payment Rules means the rules, agreements, technical specifications, standards and other requirements, and any other Applicable Law governing an Instant Payments system.

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, assessments, fines or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Marks means names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

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.

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 through telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with a processor.

Prepaid Card means a prepaid card account established by a bank or other financial institution in the United States with an associated access device that is enabled for use through a Card Organization.

Prohibited Categories means those categories of disbursements prohibited by a Card Organization and/or Bank, as provided or otherwise made available to you by Bank, which may be updated from time to time, and which shall in all cases include payday loans.

Push to Card Channel means the application programming interface (API) designated and maintained by Bank for the Push to Card Service or any other channel designated and maintained by Bank for the Push to Card Service from time to time, the technical specifications and other details, which are provided to Customer.

Push to Card Service means the secure financial messaging service made available to Customer through Bank under this Service Description.

Recipient means an individual or entity designated by a Customer in order to receive funds through a Customer Disbursement Transaction.

Recipient Account Information means a Recipient's name, Card number, and card expiration date.

Request for Return of Funds means an Instant Payments Message sent in accordance with applicable Instant Payment Rules requesting that a beneficiary return one or more Instant Payments sent to such beneficiary.

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

Small Business means a privately owned corporation, partnership or sole proprietorship that maintains an eligible deposit account with a Zelle Network® participant that is eligible to receive payments with Zelle® under the Zelle Network® rules.

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.

Unregistered Payee Feature means an optional feature of Zelle® Disbursements through which we or Zelle® automatically send enrollment instructions to your intended Disbursement Recipients who are not enrolled with Zelle® at the time that you send us your Payment Instruction.

Information Reporting and Image Delivery Service Description

Global Treasury Management

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 Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

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, Vantage, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
- c. The information may include images of Items or other instruments that are:
 - 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 Service.

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.



Check Disbursements and Fraud Prevention Services Service Description

Treasury Management

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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:

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 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.
 - ii. **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.
- 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.
 - 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.** Your "Default Option" is the action we take for each Exception Check listed in the Exceptions Report (see subsection 5) if you do not instruct us to pay or return it before the Decision Deadline (see subsection 5(b)). You may choose one of these Default Options:
- "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).
 - "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.**
- Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
 - 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.
 - 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.
 - 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.
 - When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
 - The Check is less than the Payee Validation Threshold,
 - The payee's name on the Check is handwritten instead of machine-printed,
 - You fail to include the payee's name on the Check in your Check Issue Data,
 - We do not receive your Check Issue Data for the Check before our Cutoff Time, or
 - You request we add the payee's name manually to Check Issue Data you have previously provided to us.
 - Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
 - The Check with the unauthorized alteration is hand-written, or
 - 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.
- 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.
 - 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.
- 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.
 - 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 liability 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 liability 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:
- You, if you direct us to dishonor a Draft before the Decision Deadline, and
 - 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, 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:
- (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,
 - A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - 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
 - 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:
 - 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, and
 - 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 on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] or CEO[®] (hereinafter, "Vantage"). 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 Vantage. 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 or, in its sole determination, there is an unacceptable risk of fraudulent activity. 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.

Survival. Sections 4, 5 and 6 of this Service Description survive termination of the Service.



Automated Payables Service Description

Treasury Management Services

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®
- Payables Reconciliation
- 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®, Real-time Payments, 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 PlusSM 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 by secure email, secure document delivery, fax or mail. You acknowledge that documents sent by fax 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 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 add the check information to your positive pay check issue data, in accordance with the Positive Pay Service option in which you have enrolled.
7. **ACH Template Payments.** If you elect to enroll in this Service we will securely store Payee contact and bank account and routing information (together, "Payee information"). We will have no liability to you if a person we reasonably believe is authorized to act on your or your Payee's behalf (i) provides inaccurate Payee information to us, or (ii) is not actually authorized to act on your or your Payee's behalf. You will promptly notify us if you receive information indicating a scheduled payment may have been misdirected. We offer two options for providing this information to us:
 - a. **Electronic document delivery.** With our Electronic Document Delivery ("EDD") service, you provide Payee contact information to us by file transmission or through our CEO portal. We will not verify any of this Payee information and will have no liability to you or the Payee if any of this Payee information including any Payee account information you provide 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.
 - b. **Supplier analysis and onboarding.** With our Supplier Analysis and Onboarding Service, Payees provide Payee information and Payee Commercial Card/P-card account information as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description. We use this information to populate a Payee database that you will use to originate ACH template payments. We will not verify any of this Payee information and will have no liability to you or the Payee if any of this Payee information including any Payee account information you provide is incorrect.
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.

Payables Reconciliation

1. **Description of Service.** With this Service, we make information regarding payment transactions processed through your Account(s) available to you in a single, consolidated electronic file ("File") on the first Business Day after they post to your Account(s). The information we make available and the File specifications are described in the User Guide for the Service. The methods we use to make information available to you include without limitation BAI File Transfer, CSV, and ISO 20022 XML transmission. We reserve the right to modify the File specifications or remove or add to the methods we use to make information available to you from time to time upon notice.

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. You 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 by 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 by 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 U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy 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 (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.

Administrator means an Authorized User who may perform administrative functions on your behalf.

Account means your account(s) 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.

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.

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.

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

RPPS Rules means the Mastercard RPPS® Operating Rules.

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.

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.

Stagecoach Sweep[®] service description

Introduction

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

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the specific Service),
- b. The Acceptance (which indicates Customer'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") Customer uses in connection with the Service,
- e. The Product Enrollment Form (which contains set-up information for each Service in which Customer 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 on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] or CEO[®] ("Vantage"). If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on Vantage. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

Services

Wells Fargo Stagecoach Sweep[®]

1. Description of Service.

The Service enables Customer to link each domestic demand deposit account Customer enrolls in the Service ("Account") to one of the options described in Section 3 (each, an "Investment Sweep Option"). Customer may also link Customer's Account to Customer's line of credit with Bank ("Credit Sweep Option"), as described in Section 5. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with

Customer's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Customer have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Customer may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in Section 4. Additional provisions pertaining to the Investment Sweep Options are set forth in Sections 6 through 10.

2. **Authorization.**

Customer appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Customer has elected in the Acceptance.

3. **Investment Sweep Options.**

Bank offers the following Investment Sweep Options, each of which is subject to Section 4:

- a. Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to an omnibus deposit account at Bank ("Preferred Option Account"). Funds belonging to multiple Bank customers are held in this omnibus deposit account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.
- b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Preferred Option Account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.
- c. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.
- d. Wells Fargo Stagecoach Sweep®, Money Market Mutual Fund (" MMMF ") Option. The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Customer's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Customer.

4. **Maximum Investment Amount; Transferable Balance not invested; earnings on Investment Sweep Option.**

- a. Maximum Investment Amount. If Customer has designated a maximum amount for investment in Customer's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Customer on any given Business Day will equal the lesser of the Customer's Transferable Balance or Maximum Investment Amount. Any portion of Customer's Transferable Balance that is not invested pursuant to this Section 4a will remain in the Account and not earn interest.
- b. Transferable Balance not invested. Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Customer in the ordinary course of business. Any

Transferable Balance not invested pursuant to this Section 4b will be held in accordance with Customer's Investment Sweep Option.

- c. Earnings on Customer's Investment Sweep Option. Bank will handle any earnings on Customer's Investment Sweep Option in accordance with Customer's separate instructions to Bank.

5. Credit Sweep Option.

At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Customer in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option that Customer may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Customer if an event of default occurs under the Loan Documentation.

6. Provisions Applicable To Each Investment Sweep Option.

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.

7. Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Preferred Option.

- a. Interest. Interest will accrue on Customer's Transferable Balance in Bank's Preferred Option Account at a variable rate determined by Bank from time to time in its sole discretion. Accrued interest will be credited to the Account as agreed by Customer and Bank. If Customer has elected to be paid interest on a monthly basis, pending any such payment, interest on Customer's accrued but unpaid interest will accrue and compound daily. For advance information about the interest rate on any given Business Day, Customer may contact its relationship manager at Bank.
- b. Statements. Bank will make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Customer may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.
- c. Bank fees. Bank reserves the right to assess a monthly deposit balance fee and a monthly recoupment fee on Customer's average daily Transferable Balance during the statement period. These fees are in addition to Bank's monthly maintenance fee. When Bank assesses the deposit balance fee or the recoupment fee, the amount of each fee will appear on the client analysis statement for Customer's account(s). For more information on the deposit balance fee and the recoupment fee, see Bank's Commercial Account Agreement. Bank reserves the right to change these fees at any time without notice.

8. Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Repurchase Agreement Option.

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO CUSTOMER.

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE CUSTOMER'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO CUSTOMER. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.

- a. Purchases and sales. Subject to the limitations described in Section 8b, on each Business Day on which there is a Transferable Balance Bank will sell to Customer an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Customer (see Section 8g.). Each sale by Bank to Customer is a "Transaction".

Subject to Section 8b regarding purchase increments, the price of Customer's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. At the beginning of the first Business Day following the sale to Customer of a Fractional Interest, Bank will repurchase that Fractional Interest from Customer at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Customer and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Customer. For advance information regarding the Pricing Rate on any given Business Day, Customer may contact its relationship manager at Bank.

The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Customer represents and warrants to Bank that Customer (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Customer's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Customer's governing body to enroll in this Repurchase Agreement option.

- b. Purchase increments. To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Customer's Fractional Interest in increments of \$100 (with any unused Transferable Balance remaining in the Account).
- c. Holding of securities. On the date that Bank repurchases Customer's Fractional Interest, any Repo Securities designated to Customer as collateral will be released to Bank's account. Bank acts as Customer's agent and in the event of default (i.e., Bank failure), Customer has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Customer under this Repurchase Agreement Option.
- d. Right of substitution. Bank will not have any right of substitution with respect to the Repo Securities.
- e. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Customer will have the security interest described in Section 10b). In addition, because Customer will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Customer will not be required to maintain margin.
- f. Pledge of securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Customer as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Customer. This security interest is described in Section 10b. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Customer in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Customer will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.
- g. Confirmations and statements. Bank will make a daily confirmation available to Customer showing Customer's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the transaction to which the confirmation relates, unless with respect

to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period.

h. Additional disclosures.

- i. Customer and Bank recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- ii. It is understood that either party's right to liquidate Repo Securities held in connection with Transactions hereunder or to exercise any other remedies hereunder is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.
- iii. Customer and Bank agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- iv. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder.
- v. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder.
- vi. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

9. **Additional provisions applicable to Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option.**

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH MMMFS SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING ALLSPRING FUNDS INCLUDING THE MMMF OPTION CUSTOMER SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING www.allspringglobal.com. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT ALLSPRING FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL.

- a. General. If Customer has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
- b. Purchase of shares. Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Customer's Transferable Balance to the omnibus deposit account at Bank. Customer's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Customer's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Customer's Investment Balance is not FDIC insured.
- c. Statements. Bank will make a periodic statement available to Customer showing the Investment Balance and Customer's purchases and redemptions of MMMF shares during the statement period. Customer may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
- d. Termination, suspension of Service. Customer's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Customer to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Customer's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
- e. Shareholder communications. All shareholder communications with respect to the MMMF will be forwarded to Customer's current address as shown on Bank's records.
- f. Dividend accruals. Daily dividend accruals are based on the Investment Balance at the end of each day. If Customer's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.

10. **FDIC disclosures.**

FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(l) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

- a. Wells Fargo Stagecoach Sweep® Preferred Option. Funds held on Customer's behalf in Bank's Preferred Option Account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits.
- b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. Customer's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Customer's funds used to purchase Customer's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of Customer's Fractional Interest and as an unsecured general creditor to the extent the Purchase Price exceeded the then-current value of Customer's Fractional Interest. Wells Fargo Stagecoach Sweep® Money Market Mutual Funds Option. Funds held on Customer's behalf in the omnibus deposit account at Bank are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account in Bank's name at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.
- c. Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer's behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.



Wells Fargo Payment Gateway Service Description

Treasury Management Services

June 5, 2020

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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").

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- 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

Wells Fargo Payment Gateway

1. Description of Payment Services. The Service is operated by Bank as a licensed reseller of CyberSource Corporation, a California corporation ("CyberSource"), and the products or services offered through this Service are provided to the Company as the end user person or entity. CyberSource along with any other third party suppliers providing services related to the Gateway Services shall be collectively referred to as "Third Party Suppliers" herein. The Services shall include, but, not be limited to, a) payment processing services such as transmission of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved/declined), and the detailed reporting of those transactions for the viewing, managing and usage of merchants and b) all aspects of the user interface including the virtual terminal and hosted order page) ("Gateway Services" and together with the Service, the "Services"). In addition to card transactions under the Company's merchant processing agreement, payment transaction types covered by the Service may include automated clearing house ("ACH") transactions. For ACH transactions initiated using the Service, the Service Documentation includes Bank's ACH Origination Service Description (except for the section titled "Initiation Methods and Security Procedures"), which will control over this Service Description in the event of a conflict.

Optional Account Validation Service. Eligible customers that use the Service to initiate ACH transactions may elect for CyberSource to access Bank's Account Validation Service on their behalf by executing a separate addendum to this

Service Description, which will set forth additional terms and conditions applicable to the Account Validation Service.

2. **Definitions.** As used herein, the following definitions apply:

Bank Parties

The Bank and its affiliates' officers, directors, employees, shareholders, agents and attorneys.

Claim

Any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmatured.

Company's Systems

Any web site(s) operated or maintained by Company or on Company behalf through which transactions are submitted for processing, and all of Company's other associated systems.

Customer

Company's customer who would like to provide payment for Company's goods or services.

Documentation

Collectively, the operating instructions, user manuals, and help files, in written or electronic form, all as may be amended from time to time, and made available to Company by download, and that are intended for use in connection with the Gateway Services.

Gateway API

The Gateway software, in object code form, that is licensed to Company under this Service Description, that formats, encrypts, and decrypts messages transferred between Company's Systems and Bank's systems during the course of Company obtaining Gateway Services.

Intellectual Property Rights

Any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, worldwide.

Pricing Schedule

The document setting forth the fees payable by Company for use of the Services, which schedule shall be attached hereto as Exhibit A.

Platform

The Bank operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Service Description are provided.

Supplemental Service Description

Any addendum hereto which sets forth the details, including any supplemental terms and conditions, related to any optional service obtained as part of the Gateway Services.

Updates

An embodiment of the Gateway API that provides enhancements and/or improvements.

3. **Pricing.** The Pricing Schedule is based on the transactional profile provided by Company. Company acknowledges that a variance between such profile and actual processing of transactions may result in Bank amending the Pricing Schedule. Company agrees that Bank may collect its fees under this Service Description in coordination with the provisions of Company's agreement with Company's payment processor. Company further agrees to establish a demand deposit account ("Account") with Bank. Company agrees that Bank may initiate ACH credits and debits to Company's Account (and to any successor account with Bank that Company may designate in writing) for the charges, fees, and/or other amounts due Bank for Gateway Services under this Service Description. Company further authorizes Bank to obtain and use information related to the Account, including collected balance reports, and to obtain and use any information deemed by Bank to be reasonably necessary to process debit and/or credit entries to the Account. Company will be liable to Bank for any collection costs or attorney fees that are incurred in the event action is taken by Bank to collect any past due fees under this Service Description.
4. **License grant.**
- a. **Gateway API license.** Subject to the terms of this Service Description, Bank hereby grants to Company and Company hereby accepts, a personal, limited, non-exclusive, non-transferable license and right to the Gateway API and accompanying Documentation during the term of this Service Description for the following purposes: (a) install and use the Gateway API on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied or leased by Company) to use the Gateway Services for the purpose of selling products and services to Customers; and bi) use the accompanying Documentation solely for the purpose of installing and using the Gateway APIs; and (c) create a reasonable number of copies of the Gateway API and Documentation, with all copyright notices intact, for archival purposes only. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.
 - b. **Documentation license.** Subject to the terms and conditions of this Service Description, Bank hereby grants, and Company hereby accepts, a non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation during the term of this Service Description for the sole and limited purpose of supporting Company's use of the Gateway API and Service. Company shall strictly follow all Documentation provided to Company, as it may be amended from time to time by Bank, in its discretion. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.
 - c. **Use restrictions.** Company shall not, and shall not cause or permit any third party to: (a) use the Gateway API in any way, other than in accordance with this Service Description, the Documentation or as otherwise instructed by Bank in writing; (b) use the Gateway API or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Service Description; (c) disassemble, decompile, decrypt, extract, reverse engineer or modify the Gateway API, or otherwise apply any procedure or process to the Gateway API in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Gateway API or any algorithm, process, procedure or other information contained in the Gateway API, except as otherwise specifically authorized in accordance with this Service Description; (d) provide the Gateway API or Documentation to any third party, other than to Company's authorized employees, agents, sub-agents and contractors who shall be subject to confidentiality obligations that are no less restrictive than the confidentiality provisions of this Service Description; (e) make any copies of the Gateway API or Documentation, except as is incidental to the purposes of this Service Description, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (f) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Gateway API or Documentation; (g) circumvent or attempt to circumvent any applicable security measures of the Gateway API; (h) attempt to access or actually access portions of the Service not authorized for Company's use; or (i) use the Gateway API for any unlawful purpose.

d. **Ownership of Intellectual Property Rights.**

- i. **Gateway API.** Bank and/or its licensors shall retain all right, title and interest in and to the Gateway API and Documentation, and any and all Intellectual Property Rights embodied therein or associated therewith, and Company shall have no rights thereto except as expressly set forth herein.
- ii. **Modifications and Derivative Works.** Bank and/or its Third Party Suppliers shall own all right, title, and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateway API ("Derivative Works"), including any related Intellectual Property Rights, regardless of which party creates or conceives of such Derivative Work. Company hereby irrevocably transfers, conveys and assigns to Bank in perpetuity all right, title, and interest in such Derivative Works, including without limitation all Intellectual Property Rights, including the right to make Derivative Works and collective works with respect thereto, it being understood, however, that Company has, and transfers, no rights with respect to Company's products (exclusive of the Gateway API and Derivative Works). Bank will have the exclusive right to apply for such Intellectual Property Rights as it wishes with respect to the Derivative Works. Company agrees to execute such documents, render such assistance, and take such other action as Bank may reasonably request, at Bank's expense, to apply for, register, perfect, confirm, and protect Bank's rights in the Derivative Works including (without limitation) an assignment of copyright. Without limiting the foregoing, Bank will have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Derivative Works. Company hereby waives any and all moral rights, including any right to identification of authorship or limitation on subsequent modification that Company (or Company's employees, agents or consultants) has or may have in any Derivative Works. Company will not remove, modify, or obscure any copyright or other proprietary notices on the Gateway API or the Documentation.

- e. **Updates.** From time to time Bank may, at its discretion, release Updates. In the event Bank so notifies Company of any such Update, Company shall integrate and install such Update into Company's systems within thirty (30) days of Company's receipt of such notice. Company acknowledges that failure to install Updates in a timely fashion may impair the functionality of the Platform or any Gateway Services provided hereunder. Neither Bank nor its Third Party Suppliers will have any liability for Company's failure to properly install the most current version of the Gateway API or any Update, and Bank will have no obligation to provide support or services for any outdated versions.

- f. **Licensors.** The licenses granted hereunder may be subject to other licenses currently held by Bank. Should any license held by Bank to certain technology or Gateway API be terminated or suspended, the corresponding license(s) granted to Company hereunder may also be terminated or suspended in the sole and absolute discretion of Bank. Company acknowledges and agrees to such potential termination or suspension and hereby waives any and all damages, whether actual, incidental or consequential resulting therefrom. If, pursuant to this Section, Bank terminates any license(s) granted to Company, Company shall have the right to terminate this Service Description immediately without penalty.

- g. **Export compliance.** Company agrees not to export or re-export the Gateway API or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Gateway API or underlying information or technology may be downloaded or otherwise exported or re-exported to:

- i. Any country to which the United States has embargoed goods (or any national or resident thereof);
- ii. Anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or
- iii. In any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If Company has rightfully obtained the Gateway API outside of the United States, Company agrees not to re-export the Gateway API except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Company obtained the Gateway API. Company warrants that Company is not located in, under the control of, or a national or resident of any country or on any list as referenced in Sections 4g (i) and (ii).

- h. **Return/destruction.** Upon termination or expiration of this Service Description, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, Company shall either return to Bank or securely destroy the Gateway API and the Documentation, and shall so certify to Bank in writing.
 - i. **No other licenses.** Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.
 - j. **Use of transaction data.** As permitted by applicable law and regulations, Bank reserves the right to copy and distribute to third parties any information associated with Company's use of the Gateway API or Company's activities on the Service.
5. **Service and service descriptions.** In addition to use of the Service, Company may subscribe for use of optional Gateway Services, subject to Bank's approval. Bank shall provide such elected Gateway Services in accordance with this Service Description, and any terms or conditions applicable specifically to such Gateway Service(s) which are described in the applicable supplemental service description (each a "Supplemental Service Description"). Each Supplemental Service Description shall be effective with respect to Company, upon the earlier of: (a) Company's first use of the applicable Service; or (b) confirmation notice by Bank that Company has been approved for the Service and that the Service is now available to Company. Wells Fargo may terminate Company's rights to use a Gateway Service based on Company's failure to comply with this Service Description (which includes the applicable terms specific to such Service) without terminating this Service Description or other Gateway Services, however, a termination of this Service Description will terminate all Gateway Services.
6. **Platform matters.**
- a. **Integration with Company's systems.** While Bank provides the Gateway API to Company, Company acknowledges that the Gateway API and/or hosted order page may by itself be insufficient to allow Company's Systems to function with the Platform. Programming, development and maintenance of Company's Systems and their functionality are Company's sole responsibility. Company has the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make Company's Systems function correctly with the Platform and the Services contemplated hereunder ("Integration"). Company shall be responsible for all technical support for Company's Systems and Integration related issues. Company agrees that Company will use commercially reasonable efforts to complete the Integration as soon as possible. Company will be responsible for all of Company's own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Service Description, Company acknowledges that unless and until Company completes the Integration, no services need be provided by Bank to Company pursuant to this Service Description, except as otherwise specifically provided in Section 6b below. In addition, Company acknowledges and agrees that, even if Company has completed Integration, if Company has not entered into a valid merchant processing agreement with a processor acceptable to Bank, Company cannot receive payment processing services through the Service, and Bank shall not be obligated to provide, nor to arrange for the provision of, the Service.
 - b. **Set-up assistance services.** Subject to Section 6a above, upon Company's request to Bank, and upon payment of any applicable Fees, Bank will provide Company with set-up services to assist with the Integration.
 - c. **Shut downs.** Bank reserves the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or Gateway API upgrades; provided, however, that Bank will provide Company with commercially reasonable prior notification if Bank anticipates the need to shut down the platform for more than 1 hour.
 - d. **Orders by Customers.** Company is solely responsible for accepting, processing, and filling any orders for purchases by Company's Customers, and for handling any inquiries arising therefrom. Company shall use the highest standards in the industry in responding to complaints by Customers. Neither Bank nor its Third Party Suppliers will be responsible or liable for any unauthorized access to Company's data or Company's Systems by any means or device.

7. Security of information.

- a. Company warrants that Company will comply with all required security standards at all times during this Service Description. In Bank's sole discretion with regard to (a) and (b) below, any failure by Company to comply with all required security standards at all times during this Service Description: (y) will permit Bank to suspend the Service; and/or (z) shall constitute a material breach of this Service Description and Bank shall have the right to terminate this Service Description. Without limiting the foregoing, Company specifically agrees to comply with all Card Association Security Requirements including, without limitation, the Visa Customer Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), Payment Card Industry Data Security Standards (PCI), any other applicable Association requirements regarding data security, and any additional security requirements provided to Company from time to time by Bank. If any Bank security requirements provided to Company are changed, Bank shall provide Company with notice of such changed security requirements, and Company shall have thirty (30) days (or any other longer period as may be mutually agreed to between the parties in writing) to make the changes necessary to comply with the changes to such Bank security requirements.
- b. Bank shall be responsible for the security of data once it becomes part of the Service, and shall comply with applicable laws and Card Association requirements as they relate to the security and processing of this data. Data will become part of the Service when it has been received by Bank from Company's systems, and data will cease to be part of the Service when it has been received by the processor from Bank.

- 8. Privacy.** Company agrees that, during the term of this Service Description, Company will adequately communicate and comply with an appropriate privacy policy explaining Company's online collection and use of the personal information of Company's Customers ("Privacy Policy"). Unless required by law, by Bank Card Association Rules, or done pursuant to this Service Description, Company shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any Customer's account information, transaction information, or other personal information to any third party. Company shall store all data securely.

- 9. Audit rights.** Upon commercially reasonable advance notice to Company, Bank may audit Company's usage, records and security of the Gateway API, Company's Customer's payment processing information, and the Gateway Services provided hereunder to ensure that (a) Company is using the Gateway API and the services in full compliance with the provisions of this Service Description; (b) all applicable fees have been paid by Company; (c) Company is adhering to Company's Privacy Policy; and (d) Company is in full compliance with all applicable laws, regulations and rules (including but not limited to Bank Card Association rules). Any such audit shall be conducted during regular business hours at Company's offices and shall not interfere unreasonably with Company's business.

10. Legal responsibility.

- a. **Indemnification.** Company shall indemnify, defend, and hold harmless all Bank Parties from any Claim(s) arising from the conduct of Company's business, any transactions submitted using the Service hereunder for payment processing, any false or inaccurate representation made by Company or the negligence, fraud, dishonesty or willful behavior of any of Company's employees or agents, or from Company's failure to strictly comply, in whole or in part, with any: (a) terms and conditions pursuant to this Service Description and any addenda hereto or Documentation; or (b) applicable law, regulations or rules. Upon written notice from Bank to Company, Company shall immediately undertake the defense of such Claim by representatives of Company's own choosing, subject to Bank's reasonable approval.
- b. **IP infringement.** If the Service (or any part thereof) is claimed, or is adjudicated, to be infringing any patent, copyright or any other intellectual property right of any third party, Bank, at its option and own expense, may take one or more of the following actions:
 - i. Secure for Company the right to continue using the Service at no additional charge to Company;
 - ii. Replace or modify the Service to make them non-infringing without material reduction of functionality; or
 - iii. Terminate this Service Description or any applicable Gateway Service.

Bank (or its Third Party Suppliers) shall have no liability for any claim of infringement based on (a) products or services of Bank (and/or its Third Party Suppliers) which have been modified by parties other than Bank (or its Third Party Suppliers); (b) Company's use of the Service and/or any Gateway Services in conjunction with data where use with such data gave rise to the infringement claim; (c) Company's failure to install Updates, upgrades or patches provided by Bank (or its Third Party Suppliers) where such Updates, upgrade or patch would have removed the infringing condition; or (iv) Company's use of the Gateway Services with software or hardware not authorized by Bank (or its Third Party Suppliers), where such use with such other software or hardware gave rise to the infringement claim.

The above remedies are the sole and exclusive liability of Bank and are the sole and exclusive remedies available to Company against Bank in the event of such action or threatened infringement.

11. Limitation of liability.

- a. **General limitations.** Neither Bank nor its third party suppliers shall be liable for the merit and legitimacy of the orders forwarded by Company. All liability for validity of orders remains with Company. Neither Bank nor its Third Party Suppliers shall be responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from Company's actions. Neither Bank nor its Third Party Suppliers shall be liable to Company or Company's Customers for the accuracy of the information provided by the Service or use of the Gateway Services.
- b. **Special damages.** In no event shall Bank or its Third Party Suppliers be liable to Company, or to any other person or entity, under this Service Description, or otherwise, for any punitive, exemplary, special, indirect, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.
- c. **Maximum liability.** Notwithstanding anything to the contrary contained in this Service Description, in no event shall Bank or its Third Party Suppliers' liability under this Service Description for all Claims arising under, or related to, this Service Description exceed, in the aggregate (inclusive of any and all Claims made by Company against Bank and/or its Third Party Suppliers, whether related or unrelated) the total amount of fees paid by Company for the Gateway Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred.
- d. **Other damages.** In addition to the limitation of liability provisions set forth herein, neither Bank nor its third party suppliers will be liable for any Claims under this Service Description arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Gateway API, the services provided hereunder or the Internet, or any communications network, facility or equipment beyond Bank's reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by Company or Company's Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or Gateway API errors or fault or Company's or Company's Customer's erroneous input.

12. **DISCLAIMER OF BANK WARRANTIES.** COMPANY ACKNOWLEDGES AND AGREES THAT THE USE OF THE WELLS FARGO PAYMENT GATEWAYSSM, GATEWAY SERVICES AND THE GATEWAY API IS AT COMPANY'S SOLE RISK. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SERVICE DESCRIPTION, THE GATEWAY API, THE DOCUMENTATION, THE GATEWAY SERVICES PROVIDED HEREUNDER, OR FROM PERFORMANCE BY BANK, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE GATEWAY API) WILL (1) MEET COMPANY'S REQUIREMENTS; (2) OPERATE ACCORDING TO COMPANY'S EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS. ANY AND ALL SUCH WARRANTIES DESCRIBED IN THIS SECTION ARE EXPRESSLY DISCLAIMED BY BANK AND ITS THIRD PARTY SUPPLIERS AND ARE WAIVED BY COMPANY. BANK AND ITS THIRD PARTY SUPPLIERS DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL GATEWAY API AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THE SERVICE DESCRIPTION. All decisions to reject any processing transaction or payment for Company's products or services are solely Company's responsibility.
13. **Company's warranties.** Company warrants all of the following: (a) All representations and statements made in this Service Description and any other related document, by Company or on Company's behalf are true, accurate, and complete in all respects and Company hereby authorizes Bank to verify and confirm all information provided herein by any means at its disposal; (b) Company is engaged in a lawful business, which includes the sale of merchandise and/or services and is duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which Company operates; (c) Company shall not submit any payment transactions that violate any laws of any related state, county, city, or country or any bankcard association rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with Company's obligations under this Service Description; (d) That there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Service Description and the rights and obligations herein; (e) That Company will process Company's card transactions with a Bank approved card transaction processor ("Processor"); throughout the term of this Service Description; (f) That Company's election to purchase optional Gateway Services (other than access to the Service itself) may require Company to sign additional agreements, which agreements will be provided to Company prior to the purchase of such Gateway Service; (g) That Company shall be responsible for any fines, penalties, fees or assessments imposed by a Bank Card Association based upon Company's (1) use of the Service or (2) noncompliance with a Bank Card Association's rules or requirements; (h) That Bank may use subcontractors to provide some or all of the Service, and shall have the right to terminate or retain subcontractors in Bank's sole discretion; (i) That Company's installation, configuration and use of the Gateway Services shall conform to specifications set forth in the Documentation; (j) That Company shall bear (1) all collection risk (including without limitation, credit card fraud and any other type of fraud) with respect to sales of its products; and (2) all responsibility and liability for the proper payment of all taxes that may be levied or assessed (including without limitation, sales taxes) in respect of sales of its products; (k) That Company shall be solely responsible for maintaining complete backup records of all information relating to orders, inquiries, and purchases and any information submitted to Bank (or its third party suppliers) for the purpose of providing the Gateway Services; and (l) that, except with regard to Sections 9(d), 12, 13(i), (j) and (k), and 14(a), in the event of a conflict between the terms of a Supplemental Service Description and this Service Description, the terms of the Supplemental Service Description shall govern.

14. **Notices.** Company agrees to notify Bank of any change in Company's name, type of business, or any other information required on Company's merchant processing application at least thirty (30) business days prior to the effective date of the applicable change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's last known address or number, and shall be: (a) if sent by Bank, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (b) if sent by Company, certified or registered mail, postage prepaid return receipt requested. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein. Until changed by subsequent written notice to Company, Bank's address for notices under this Section shall be: Wells Fargo Bank, 1200 Montego Way, Walnut Creek, CA 94598, Attn: Merchant Services.
15. **Force Majeure.** Bank shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (whether Gateway API, hardware and firmware related), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction (including through interchange) or any other system, failure, delay or error by any third party or in any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, acts of God or other causes reasonably beyond the control of Bank.
16. **Survival.** Upon termination or expiration of this Service Description, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 4d, 4f, 4i, 4j, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination or expiration of this Service Description. All representations, warranties, indemnities and covenants made herein shall survive the termination or expiration of this Service Description and shall remain enforceable after such termination or expiration.

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your recent Request for Proposal for Banking Services. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to products, is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to Broward College ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Merchant Services RFP Legal Disclosures

Legal entity and contracting parties

Wells Fargo Merchant Services, L.L.C. is an alliance between Wells Fargo Bank, N.A. and First Data Merchant Services, L.L.C.

Any agreement for Merchant Services will be entered into between Broward College and Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. (collectively referred to as “Wells Fargo” with regards to Merchant Services). This Agreement is separate from any new or existing agreement between Broward College and Wells Fargo Bank, N.A. for banking or treasury management services. Furthermore, the Merchant Processing Agreement is separate from agreements for those services, including agreements for any proposed or existing treasury management services used in addition to, or in conjunction with, merchant processing services.

Disclosures

Our proposal is intended to be a description of the services we can provide in response to the requirements described in the request for proposal (RFP). If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our Merchant Services relationship with Broward College. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all terms upon award of business will not be affected or diminished by any language in the RFP. This includes language that purports to be binding on Wells Fargo by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations, and the like required as part of an RFP response.

We are providing links to our Merchant Services Terms and Conditions (wellsfargo.com/termscustom1023) and our Operating Rules (wellsfargo.com/operatingrules). We expect these documents to become the final Agreement or part of the final Agreement (dependent on your product and service selections) between Broward College and Wells Fargo if you choose us as your provider.

Broward College should be aware that the processing of credit and debit card transactions is subject to the terms, conditions, policies, and procedures of the Card Organizations and the non-bankcard issuers. A summary of many of the key elements of those Card Organization requirements is provided in our Operating Rules (wellsfargo.com/operatingrules). The terms, conditions, policies, and procedures of the Card Organization and the non-bankcard issuers are independently established and beyond the control of Wells Fargo to negotiate. The Card Organizations govern their mandated fees and assessments, which are subject to change during the term of the Agreement.

Pricing disclosures

Merchant Services pricing, as provided in our proposal, is based upon the information provided by Broward College (for example, processing requirements or number of merchant accounts) as of the date the RFP response was submitted.

In responding to this RFP, we only agree to be bound to the pricing we provided therein to the extent that the assumptions upon which it was based were reasonably derived in relation to the information provided by Broward College as of the date of the creation of that pricing and are accurate and unchanged.

In the event that Wells Fargo is the successful bidder and Broward College subsequently provides additional information to us that would affect the pricing (including pass through fees paid by Broward College), Wells Fargo shall not be bound by the pricing provided in the RFP response and shall have the right to revise the pricing based upon the corrected information provided by Broward College .

Furthermore, should Wells Fargo be the successful bidder for this RFP, Broward College shall be required to execute a Pricing Terms Schedule/Addendum to Pricing Terms document, which is a part of your Agreement.

Information contained in this response is valid for 120 days from the date of submittal.



Operating Rules

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About the Operating Rules

Payment acceptance solutions are an essential part of your business. To help make accepting payments as convenient as possible for you, we created the Operating Rules. It's a quick reference to some of the processing guidelines you'll encounter on a day-to-day basis. You'll also find best practices to help you prevent fraud, reduce Chargebacks, and properly handle payments, refunds and exchanges.

The Operating Rules are organized into three parts to help you find the information you need. At the end of the guide, you'll also find information specific to processing WEX®, Voyager®, American Express®, and Discover® payments.

If you have questions about processing payments, please contact customer service at the number listed on your merchant services statement. Your customer service team is here to make things easier so let us know what we can do to help.

Card Organization customer service information can be found on each of the Card Organization's web sites:

American Express® americanexpress.com/us/merchant/merchant-regulations.html

Discover® <https://www.discoverglobalnetwork.com/en-us/faq>

Mastercard® mastercard.us/en-us/business/overview/support/rules.html

Visa® usa.visa.com/support/consumer/visa-rules.html

Member bank contact information: Wells Fargo Bank, N.A., PO Box 6079, Concord, CA 94524 or call 1-800-451-5817

Important member bank responsibilities:

- the only Entity approved to extend acceptance of Card Organization products directly to a merchant;
- must be a principal (signer) to the Agreement;
- responsible for educating merchants on pertinent Visa and Mastercard Rules with which merchants must comply, but this information may be provided to you by Processor;
- responsible for and must provide settlement funds to the merchant; and
- responsible for all funds held in reserve that are derived from settlement.

Important merchant responsibilities:

- ensure compliance with cardholder data security and storage requirements;
- maintain fraud and chargebacks below Card Organization thresholds;
- review and understand the terms of the Agreement; and
- comply with Card Organization Rules and applicable law and regulations.

Part 1

The first step of a transaction actually begins before a customer even decides to make a purchase. This part of the Operating Rules outlines steps you'll need to take to help ensure customers are informed of their payment options and understand the terms of sale. You'll also find tips and important reminders for validating Cards in order to help reduce the risk of fraud. Finally, specific procedures for accepting debit and EBT payments are outlined.

1. Use of Card Organizations' Brands

You must:

- prominently display relevant trademarks of the Card Organizations at each of your locations, in catalogs, on websites and on other promotional material; and
- only use the official trademarks of ours and of the Card Organizations in the official format.

You must not:

- indicate that we or any Card Organization endorses your goods or services;
- use the trademarks of any Card Organization after your right to accept the Cards of that Card Organization has ended or that Card Organization has notified you to stop using their trademarks;
- use the trademarks of ours or of the Card Organizations in any way that injures or diminishes the goodwill associated with the trademarks; and
- use our trademarks or the trademarks of the Card Organizations in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

For special rules applying to the treatment of the American Express brand, please refer to Appendix 2.

2. Point of Sale (POS) Reminders

You must clearly and conspicuously:

- disclose all material terms of sale prior to obtaining an Authorization;
- at all points of interaction inform Cardholders which entity is making the sales offer, so that the Cardholders can clearly distinguish you from any other party involved in the interaction; and
- disclose any discount/incentive for customers to pay with cash, check, Credit Card or Debit Card and so on;
 - any such discount/incentive must be offered to all customers with no special treatment for any Card brand or card issuing bank.

If you accept orders via the internet, your website must include the following information in a prominent manner:

- a complete description of the goods or services offered;
- details of your (a) delivery policy; (b) consumer data privacy policy; (c) cancellation policy; and (d) returns policy;
- the transaction currency (US dollars, unless permission is otherwise received from Servicers);

- the customer service contact, including email address and telephone number;
- your address, including country;
- the transaction security used on your website;
- any applicable export or legal restrictions;
- your identity at all points of interaction with the Cardholder; and
- the date on which any free trial period ends.

If you limit refund/exchange terms or impose other specific conditions for Card sales, you must clearly print (in 1/4" letters) the words "No Exchange, No Refund," etc. on the Sales Draft near or above the Cardholder's signature, both on the Cardholder's copy and your copy.

During a liquidation or closure of any of your outlets, locations or businesses, you must post signs clearly visible to customers stating that "All Sales Are Final," and stamp the Sales Draft with a notice that "All Sales Are Final."

3. Validating the Cards

Card Present Transactions

- This section applies to any transaction where the Cardholder is present at the time of the sale. At the point of sale you must check the Card to:
 - verify that the Card is legitimate and valid;
 - verify that the Card is not visibly altered or mutilated;
 - capture Card data using the POS Terminal by swiping the Card (Magnetic Stripe), tapping/waving the Card (Contactless Payment) or inserting the Card (Chip Card);
 - ensure that the Cardholder either enters their PIN using the keypad or provides their signature if needed;
 - verify that the signature is identical to the name and signature on the Card (if a signature is provided);
 - verify the Card's valid from date (if applicable) and the expiration date;
 - verify that the Card number and expiration date on the Card are the same as on the transaction receipt and the number displayed on the POS Terminal;
 - verify that the name on the transaction receipt is the same as the name on the front of the Card (if applicable); and
 - ensure that the Cardholder appears to be the person shown in the photograph (for Cards with a photograph of the Cardholder).

If the signature panel on the Card is blank, you must:

- review positive identification bearing the Cardholder's signature (for example, a current passport or driver's license) to validate the Cardholder's identity; and
- require the Cardholder to sign the signature panel of the Card prior to completing the transaction.

Card Not Present Transactions

This section applies to any transaction where the Cardholder is not present, such as mail, telephone, internet and ecommerce. You may only conduct internet transactions if you have notified us in advance and received approval.

You must:

- obtain the Card account number, name as it appears on the Card, expiration date of the Card, and the Cardholder's statement address;
- use the AVS;
 - if you do not have AVS, contact customer service immediately;
- provide a copy of the Sales Draft to the Cardholder at the time of delivery with the following clearly printed
 - last four digits of the Cardholder's account number;
 - date of transaction;
 - description of the goods and services;
 - amount of the transaction (including shipping, handling, insurance, etc.);
 - Cardholder's name, billing address and shipping address;
 - Authorization code;
 - name and address (city and state required); and
 - for mail orders write "MO" and for telephone orders write "TO" on the Cardholder's signature line;
- obtain proof of delivery of the goods or services to the address designated by the Cardholder or, if the Cardholder collects the goods or services in person, obtain an imprint of the Card and the Cardholder's signature;
- notify the Cardholder of delivery time frames and special handling or cancellation policies;
- ship goods within seven days from the date on which Authorization was obtained;
 - if delays are incurred after the order has been taken, notify the Cardholder and obtain fresh Authorization of the transaction;
- use any separate Merchant Identification Numbers provided to you for internet orders in all your requests for Authorization and submission of Charges; and
- provide at least one month prior written notice to your acquirer of any change in your internet address.

It is strongly suggested that, if feasible, you obtain and keep a copy on file of the Cardholder's signature authorizing you to submit telephone and mail order transactions.

You must not:

- exceed the percentage of your total payment Card volume for Card Not Present sales, as set out in your application;

- submit a transaction for processing until after the goods have been shipped or the service has been provided to the Cardholder - the only exception to this is where the goods have been manufactured to the Cardholder's specifications and the Cardholder has been advised of the billing details;
- accept Card account numbers by electronic mail; and
- require a Cardholder to complete a postcard or other document that displays the Cardholder's account number in clear view when mailed or send any mailing to a Cardholder that displays personal information in clear view.

If a disputed Charge arises for a transaction conducted over the internet or electronically, a Chargeback may be exercised for the full amount.

For Discover transactions, please refer to Appendix 3 for the Discover protocol for internet transactions.

Address Verification Service

AVS and other fraud mitigation tools (such as Verified by Visa®, Mastercard® Secure Code, Card Validation Codes and Card Identification) do not guarantee against Chargebacks; but, if used properly, AVS helps to reduce the risk of fraud by confirming whether certain elements of the billing address provided by your customer match the billing address maintained by the Card issuing bank. AVS also may help you avoid incurring additional interchange expenses. AVS is a separate process from obtaining an Authorization and will provide a separate response. A transaction may be authorized regardless of the AVS response. It is your responsibility to monitor the AVS responses and use the information provided to help avoid accepting high-risk transactions.

Customer Activated Terminals (CAT) and Self Service Terminals

Self-service transactions initiated by the customer at an unattended CAT and Self Service Terminals have specific requirements for processing. You must contact Customer Service for approval and further instructions before conducting CAT or Self Service Terminal transactions.

4. Transaction Guidelines

Only present for payment valid Charges that arise from a transaction with a bona fide Cardholder.

You must not:

- set a minimum transaction amount of more than \$10 for any credit Cards or of any amount for Debit Cards;
- set a maximum transaction amount for any Credit Cards;
- establish any special conditions for accepting a Card;
- accept any direct payments from Cardholders for goods or services which have been included on a Sales Draft;
- require a Cardholder to supply any personal information for a transaction such as phone number, address or driver's license number unless (a) instructed by the Voice Authorization Center; (b) presented an unsigned Card; or (c) processing a Card Not Present Transaction ;
- submit any transaction representing the refinance or transfer of an existing Cardholder obligation which is deemed uncollectible, for example, a transaction that has been previously charged back, or to cover a dishonored check;

- submit Sales Drafts or Credit Drafts transacted on the personal Card of an owner, partner, officer or employee of your business establishment or of a guarantor who signed your application form, unless such transaction arises from a bona fide purchase of goods or services in the ordinary course of your business; and
- carry out Factoring, that is, the submission of Authorization requests or Sales Drafts for Card transactions transacted by another business.

5. Security

You are responsible for maintaining the security of your POS Terminals and for instituting appropriate controls to prevent employees or others from submitting Credits that do not reflect bona fide returns or reimbursements of earlier transactions. Please comply with the data security requirements shown below.

You must:

- install and maintain a secure firewall configuration to protect data;
- protect stored data;
- encrypt transmission of data sent across open/public networks, using methods indicated in the Payment Card Industry Data Security Standard (PCI DSS) which is available at www.pcisecuritystandards.org;
- use and regularly update anti-virus software and keep security patches up-to-date;
- 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;
- regularly test security systems and processes;
- maintain a policy that addresses information security for employees and contractors;
- restrict physical access to Cardholder information;
- destroy or purge all media containing obsolete transaction data with Cardholder information;
- 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; and
- use only those Services and devices that have been certified as PCI-DSS compliant.

You must not:

- use vendor-supplied defaults for system passwords and other security parameters;
- transmit Cardholder account numbers to Cardholders for internet transactions;
- store or retain Card verification Codes (three digit codes printed in the signature panel of most Cards and a four digit code printed on the front of an American Express Card) after final transaction Authorization; and
- store or retain Magnetic Stripe data, PIN data, Chip data or AVS data - only Cardholder account number, Cardholder name and Cardholder expiration date may be retained subsequent to transaction Authorization.

For internet transactions, copies of the transaction records may be delivered to Cardholders in either electronic or paper format.

6. TransArmor Services

If you are receiving TransArmor Services from us, the important information listed below applies to you.

You must:

- comply with the Card Organization Rules, including PCI DSS;
- demonstrate and maintain your current PCI DSS compliance certification;
 - Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable to your business;
 - if applicable to your business, passing quarterly network scans performed by an approved scan vendor, all in accordance with Card Organization Rules and PCI DSS;
- confirm that all third parties and software that you use for payment processing comply with the PCI DSS;
- deploy the data protection solution (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your systems including replacing existing Card numbers on your systems with tokens;
- use the token in lieu of Card numbers for **all** activities subsequent to receipt of the Authorization response, including settlement processing, retrieval processing, Chargeback and adjustment processing, and transaction reviews;
- confirm that any POS Terminal, gateway or VAR is certified by us for use with the data protection solution;
 - if you are uncertain whether your equipment is compliant, contact a customer service representative at 800-275-5305;
- use the service to enable Batch files sent to/from TransArmor to contain only tokens or truncated information;
- use truncated report viewing and data extract creation within reporting tools provided by us;
- follow rules or procedures we may provide to you from time to time regarding your use of the data protection solution; and
- promptly notify us of a breach of any these terms.

You must not:

- retain full Card numbers, whether in electronic form or hard copy;
- use altered version(s) of the data protection solution; and
- use, operate or combine the data protection solution or any related software, materials or documentation, or any derivative works thereof with other products, materials or Services in a manner inconsistent with the uses contemplated in this section.

7. PIN Debit Cards and Online PINless Debit

When accepting Debit Cards, you'll need to follow the specific requirements for each debit network, as well as, the general requirements set out in this section.

You must:

- read the account number electronically from the Magnetic Stripe/Chip for transactions authenticated with a PIN;
- request another form of payment from the Cardholder if the Magnetic Stripe and Chip are unreadable; and
- obtain a signature if PIN authentication is not supported or available.

You must not:

- process a Credit Card transaction in order to provide a refund on a Debit Card transaction;
- complete a Debit Card transaction without:
 - entry of the PIN by the Cardholder (and no one else); or
 - signature by the Cardholder (and no one else), unless the transaction is a “no-signature” signature debit transaction or a PINless Transaction specifically supported by the debit network;
- accept the PIN from the Cardholder verbally or in written form; and
- manually enter the account number for PIN debit transactions. Signature debit transactions may be key entered if you are unable to swipe the Card.

The debit network used to process your debit transaction will depend upon, among other things, our own business considerations, the availability of the debit network at the time of the transaction, and whether a particular Debit Card is enabled for a particular debit network.

The debit network used to route your transaction may or may not be the lowest cost network available. We may in our sole discretion:

- use any debit network available to us for a given transaction (including any of our affiliated PIN debit networks); and
- add or remove debit networks available to you based on a variety of factors including availability, features, functionality and our own business considerations.

You are responsible for securing your devices and for implementing appropriate controls to prevent employees or others from submitting Credits and voids that do not reflect actual returns or reimbursements off prior transactions.

You may offer cash back to your customers when they make a PIN Debit Card purchase. You may set a minimum and maximum amount of cash back that you will allow. If you are not currently offering this service, your POS Terminal may require additional programming to begin offering cash back as long as it is supported by the debit network.

You must reconcile your accounts for each location daily and notify us within 24 hours of any issues.

An adjustment is a transaction that is initiated to correct a Debit Card transaction that has been processed in error. For signature debit transactions (including “no-signature” signature debit transactions), both the Cardholder and the Card issuing bank have the right to question or dispute a transaction. If these questions or disputes are not resolved, a Chargeback may occur. You are responsible for all adjustment and Chargeback fees that may be charged by a debit network.

An adjustment may be initiated for many reasons, including:

- the Cardholder was charged an incorrect amount, whether too little or too much;
- the Cardholder was charged more than once for the same transaction;
- a processing error may have occurred that caused the Cardholder to be charged even though the transaction did not complete normally at the point of sale; or
- a Cardholder is disputing the goods or services provided.

All parties involved in processing adjustments and Chargebacks are regulated by timeframes that are specified in the operating rules of the applicable debit network, the Electronic Funds Transfer Act, Regulation E, and other applicable law.

8. Electronic Benefit Transfer (EBT) Transactions

We offer electronic interfaces to EBT networks for the processing, settlement and switching of EBT transactions initiated through the use of a state-issued EBT Card at your POS Terminal so that EBT recipients may receive EBT benefits.

EBT benefits may comprise of:

- United States Department of Agriculture, Food and Nutrition Service (FNS);
- Supplemental Nutrition Assistance Program (SNAP);
- Women, Infants and Children Benefits (WIC Benefits); or
- government delivered cash.

If you accept EBT transactions or provide EBT benefits you must:

- provide EBT benefits to EBT recipients in accordance with applicable law and the procedures set out in the Quest rules, in the amount authorized through your terminal, upon presentation by an EBT recipient of an EBT Card and such EBT recipient's entry of a valid PIN;
- use POS Terminals, PIN pad and printers or other equipment that meet required standards (including those set out in the Quest rules) during your normal business hours and in a manner consistent with your normal business practices;
- comply with the procedures set out in the Quest rules for Authorization of EBT benefits if your terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction;
- provide a receipt for each EBT transaction to the applicable EBT recipient;
- provide EBT benefits for EBT recipients from all states;
- notify us promptly if you plan to stop accepting EBT Cards and providing EBT benefits or if you are unable to comply with this section or the Quest rules;
- adequately display any applicable state's service Marks or other licensed Marks, including the Quest Marks, and other materials supplied by us in accordance with the standards set by the applicable state;
- use any Marks only to indicate that EBT benefits are issued at your location(s);

- maintain adequate cash on hand to issue EBT service provider authorized Cash Benefits; and
- issue Cash Benefits to EBT recipients in the same manner and to the same extent cash is provided to your other customers.

You must not:

- accept EBT Cards or provide EBT benefits at any time other than in compliance with this section or the Quest rules;
- designate and direct EBT recipients to special checkout lanes restricted to use by EBT recipients unless you also designate and direct other customers to special checkout lanes for Debit Cards, Credit Cards or other payment methods such as checks other than cash;
- resubmit any EBT Card transaction except as specifically permitted by the applicable Quest rules and procedures;
- accept any EBT Card for any purpose other than providing EBT benefits, including without limitation accepting an EBT Card as security for repayment of any EBT recipient obligation to you. If you violate this requirement, you will be obligated to reimburse the state or us for any EBT benefits unlawfully received by either you or an EBT recipient to the extent permitted by law;
- dispense cash for FNS, SNAP and WIC Benefits;
- disclose individually identifiable information relating to an EBT recipient or applicant for EBT benefits without prior written approval of the applicable state;
- use the Marks of any EBT service provider without prior written approval from such EBT service provider;
- indicate that we, any state, or its EBT service provider endorse your goods or services; and
- require, or in your advertising suggest, that any EBT recipient must purchase goods or services from you as a condition to receiving Cash Benefits, unless such condition applies to other customers as well.
- You must take sole responsibility for the provision of any EBT benefits other than in accordance with Authorizations received from the EBT service provider.

If an authorized terminal is not working or the EBT system is not available you must:

- manually accept EBT Cards and manually provide EBT benefits in the amount authorized through the applicable EBT service provider to the EBT recipients at no cost to the EBT recipients upon presentation by an EBT recipient of their EBT Card;
- obtain an Authorization number for the amount of the purchase from the applicable EBT service provider while the respective EBT recipient is present and before you provide the EBT recipient with any FNS, SNAP and WIC benefits, or Cash Benefits, as applicable;
- properly and legibly enter the specified EBT recipient, clerk and sales information, including the telephone Authorization number, on the manual Sales Draft; and
- clear all manual vouchers Authorizations on your point of sale terminal within 14 days after the date of applicable voice Authorization. If a voucher expires before it has been cleared by your terminal for payment, no further action can be taken to obtain payment for the voucher.

You must not:

- attempt to voice authorize a manual EBT transaction if the EBT recipient is not present to sign the voucher
 - the EBT recipient must sign the voucher;
 - you must give a copy of the voucher to the EBT recipient at the time of Authorization and retain one copy for your records;
- re-submit a manual Sales Draft for payment for a transaction if you have not received an Authorization number; and
- mail vouchers requesting payment.

You must take sole responsibility for (and you will not be reimbursed in respect of) a manual transaction if you fail to obtain an authorization number from the applicable EBT service provider in accordance with this section or otherwise fail to process the manual transaction in accordance with the Quest rules, except as specifically provided in the Quest rules.

Part 2

This part of the Operating Rules reviews essential elements of a transaction, including Authorizations, issuing refunds and exchanges, and handling special transactions like recurring payments. You'll also find information about Chargebacks and processes to put in place to avoid Chargebacks. Feel free to contact customer service with any questions that arise as you review this information.

9. Authorizations

General

- You must obtain an Authorization Approval Code from us for all transactions.
- A positive Authorization response remains valid for the timeframe set out in section 19.
- An Authorization Approval Code only indicates the availability of funds on an account at the time the Authorization is requested. It does not indicate that the person presenting the Card is the rightful Cardholder, nor is it a promise or guarantee that you will not be subject to a Chargeback or adjustment.
- You must not attempt to obtain an Authorization Approval Code from anyone other than us, unless we have authorized you to use a third party Authorization system as set out in section 9. An Authorization Approval Code from any other source may not be valid.
- If you use AVS, you must review the AVS response separately from the Authorization response and make your own decision about whether to accept the transaction. A transaction may receive an Authorization Approval Code from the Card issuing bank even if AVS is unavailable or reflects that the address provided to you does not match the billing address on file at the Card issuing bank.
- If you receive a Referral response to an attempted Authorization, you must not:
 - submit the transaction without calling for and receiving a voice Authorization; and
 - attempt another Authorization on the same Card through your POS Terminal.
- You must not attempt to obtain multiple Authorizations for a single transaction. If a sale is declined, do not take alternative measures with the same Card to obtain an approval of the sale from other Authorization sources. Instead, request another form of payment.

- If you fail to obtain an Authorization Approval Code or if you submit a Card transaction after receiving a decline (even if a subsequent Authorization attempt results in an Authorization Approval Code), your transaction may result in a Chargeback and it may be assessed fines or fees by the Card Organizations for which you will be responsible. Fees currently range from \$25 to \$150 per transaction.
- You will be charged for a request for an Authorization Approval Code (where applicable), whether or not the transaction is approved.
- For Card present transactions, it is highly recommended that you use your electronic Authorization device to swipe Magnetic Stripe Cards, tap/wave contactless Cards, or insert Chip Cards.

Card Not Present transactions

It is strongly suggested that you obtain the three digit Card Verification Code on the back of the Card (or the four digit verification code on the front of American Express cards) and that you include this code with each Card Not Present Authorization request unless the transaction is a recurring transaction.

For recurring transactions, submit the Card Verification Code only with the first Authorization request and not with subsequent Authorization requests.

For American Express Card Not Present transactions, please also refer to Appendix 2.

For Discover Card Not Present transactions, please also refer to Appendix 3.

Authorization via telephone (other than terminal/electronic device users)

- You must call your designated Voice Authorization Center toll free number and enter the Authorization information into the VRU using a touch tone phone or hold for an authorization representative.
- If the Voice Authorization Center asks you to obtain identification from the Cardholder before issuing an approval code, you must clearly write the appropriate identification source and numbers in the space provided on the Sales Draft.
- If the Voice Authorization Center asks you to confiscate a Card, do not take any action that will alarm or embarrass the Card presenter, and send the Card to Rewards Department, P.O. Box 5019, Hagerstown, MD 21740. You may be paid a reward for the return of the Card.
- If the sale is declined, please remember that our operators are only relaying a message from the Card issuing bank. The fact that a sale has been declined must not be interpreted as a reflection of the Cardholder's creditworthiness. You must instruct the Cardholder to call the Card issuing bank.

Authorization via electronic devices

- If you use an electronic terminal to obtain Authorization Approval Codes, you must obtain the Authorization Approval Codes for all sales through this equipment.
- If your terminal malfunctions, please refer to your Quick Reference Guide or call the POS Help Desk. Please remember to check your terminal periodically because most terminal problems are temporary in nature and are quickly corrected.
- If a terminal is moved or if wires are disconnected, causing malfunction, call the POS Help Desk immediately and follow their instructions. You may be responsible for any service charges incurred for reactivation of the terminal.

- Until the terminal becomes operable, you must call your designated Voice Authorization Center toll free number and enter Authorization information into the VRU using a touchtone phone. During this time, each transaction must be imprinted using an Imprinter.

Third party Authorization systems

If you have contracted to use one of our Authorization Services, you must not use another third party Authorization system without notifying customer service. Otherwise, we will be unable to successfully research and defend any Authorization related Chargebacks on your behalf. This delay will significantly decrease your time to research and provide proof of Authorization, thus reducing your opportunity to reverse a Chargeback.

If you use another Authorization network:

- you will be responsible for the downgrade of any transactions to a higher cost interchange that result from any mismatch of information to our systems and those of third party Authorization networks;
- liability resulting from discrepancies with that network must be resolved between you and that network;
 - we will not research Chargebacks resulting from Authorization Approval Codes obtained from another Authorization service organization and such Chargebacks will be passed through to you for resolution; and
- if an Authorization provided by a third party Authorization system is challenged in a Chargeback, you must obtain proof (for example, third party Authorization logs) from the Authorization source and submit it to us within the time frame specified on the Chargeback documentation.

Call the following for other Card types, each of which is available 24 hours per day; seven days per week:

American Express Direct	1-800-528-2121	
JCB, International*	1-800-522-9345	<i>*For YEN and CAD currency only</i>
TeleCheck	1-800-366-5010	
Voyager	1-800-987-6589	
WEX	1-800-842-0071	

You must enter manually all approved sales that have been authorized in this manner as “post-Authorization” transactions into the terminal, once the terminal becomes operational. You must enter all Credit Card transactions into the terminal for data capture. If you receive a Referral and subsequently receive an approval, you may be subject to a Chargeback. You must imprint the Card using an Imprinter to reduce the risk of such a Chargeback.

For specific procedures on electronic data capture, refer to the Terminal Operating Instructions/Users Guide. If the terminal malfunctions for more than 24 hours, contact customer service for further instructions on processing your transactions.

Automated dispensing machines

You must produce records for all transactions originating with automated dispensing machines or Limited Amount Terminals. Such records must include the last four digits of the Cardholder account number, merchant's name, terminal location, transaction date, identification of transaction currency, transaction type (purchase), Authorization code, and amount.

For Discover transactions, please refer to Appendix 3 for instructions on how to cancel an Authorization.

Partial Authorization and Authorization reversal

Partial Authorization provides an alternative to a declined transaction by permitting a Card issuing bank to return an Authorization approval for a partial amount. This amount is less than the transaction amount requested because the available Card balance is not sufficient to approve the transaction in full. The Cardholder is able to use the funds remaining on the Card to pay for a portion of the purchase and select another form of payment (in other words, another payment Card, cash, check) for the remaining balance of the transaction.

For Discover transactions, partial Authorization support is optional for Card Not Present transactions. If you support partial Authorizations, a partial Authorization indicator must be included in each Authorization request.

You must submit an Authorization reversal if the Authorization is no longer needed, a partial amount of the total authorized is submitted for the settled transaction, or the Cardholder elects not to complete the purchase. The transaction sent for settlement must be no more than the amount approved in the partial Authorization response. If you wish to support partial Authorization functionality, you must contact customer service for additional rules and requirements.

10. Special Types of Transactions

Payment by installments

If a Cardholder makes a deposit toward the full amount of the sale price and pays the balance on delivery, please follow the procedures set out in this section.

You must:

execute two separate Sales Drafts and obtain an Authorization for each Sales Draft on each transaction date;

- indicate on each Sales Draft whether it is for the deposit or the balance of payment, as well as the Authorization date and approval code;
- submit and seek Authorization of each delayed delivery transaction under the same Merchant Identification Number and treat deposits on the Card no differently than you treat deposits on all other payment products;
- complete Address Verification for each “balance” Authorization; and
- obtain proof of delivery upon delivery of the services/merchandise purchased.

You must not:

- submit sales data to us relating to the “balance” until the goods have been completely delivered or the services fully provided.

If delivery occurs after the timeframes set out in section 19, you must obtain a new Authorization for the unprocessed portion of the transaction prior to delivery. If the transaction is declined, contact the cardholder and request another form of payment. For example: On January 1, a cardholder orders \$2,200 worth of furniture and you receive an Authorization for the full amount; however, only a \$200 deposit is processed leaving a \$2,000 balance remaining on the furniture. An Authorization reversal must be processed for \$2,000. When the goods are available to ship, the \$2,000 transaction balance must be reauthorized.

Advance payment charges

If you permit or require cardholders to make advance payment charges for the following types of goods or services, please follow the procedures set out in this section:

- custom-orders (for example, orders for goods to be manufactured to a customer's specifications);
- ticketing for events or entertainment (for example, sporting events, or concerts);
- tuition, room, board, and other mandatory fees (for example, library or other students services fees at universities);
- tickets for airlines, rail lines, cruise lines, lodging, and other travel-related services (for example, tours or guided expeditions);
- vehicle rentals; or
- in store merchandise not immediately available (for example, merchandise pre-purchased for an upcoming sale event or merchandise on layaway).

For all advance payment transactions:

- state your full cancellation and refund policies;
- clearly disclose your intention to receive advance payment; and
- before you request an Authorization, obtain written consent from the Cardholder to bill the Card for an advance payment charge, including:
 - a detailed description of the goods or services to be provided;
 - his or her agreement to all of the terms of the sale including price, any cancellation or refund policies; and
 - the expected delivery date of the goods or services.

You must:

- obtain an Authorization approval;
- complete a Sales Draft; and
- if you cannot deliver the goods or services (for example, because custom-ordered merchandise cannot be fulfilled) and cannot make other arrangements, do immediately issue a Credit for the full amount of the advance payment charge.

For Card Not Present Transactions involving an advance payment:

- do ensure that the Sales Draft contains the words "Advance Payment"; and

- within 24 hours of the advance charge being authorized, do provide the Cardholder with written confirmation (for example, by email or facsimile) that advance payment charge has been made, the written confirmation must include (a) a detailed description of the goods or services to be provided; (b) the amount of the Charge; (c) the confirmation number (if applicable); (d) the details of any cancellation or refund policies; and (e) the expected delivery date of the goods or services.

Recurring transactions

If you process recurring transactions and charge a Cardholder's account periodically for goods or services (for example, yearly subscriptions, annual membership fees, etc.), please follow the procedures set out in this section.

You must:

- obtain written Cardholder approval for goods or services to be charged on a recurring basis to the Cardholder's account that at least specifies:
 - the Cardholder's name, address, account number and expiration date;
 - the transaction amounts;
 - the timing or frequency of recurring charges;
 - the duration of time for which the Cardholder's approval is granted; and
 - for Discover transactions, the total amount of recurring charges to be billed to the Cardholder's account, (including taxes and tips) and your Merchant Identification Number;
- obtain an Authorization for each transaction;
- At least 7 days before a recurring transaction, notify the cardholder through email or other agreed method of communication if any of the following:
 - A trial period, introductory offer or promotional period is going to end. Include in the communication the transaction amount and transaction date of subsequent recurring transactions and a link or other simple mechanism to enable the cardholder to easily cancel transactions online or through SMS/text message
- include the Recurring Payment Indicator in each Authorization request, and as applicable, each Batch submission entry;
- indicate on the Sales Draft "Recurring Transaction" (or "P.O." for MasterCard transactions) in lieu of the Cardholder's signature; and
- include a toll-free customer service number for Discover recurring transactions that the Cardholder can call to cancel his/her approval for the recurring transaction or to obtain other assistance relating to the recurring transaction.

You must not:

- include partial payments for goods or services purchased in a single transaction;
- impose a finance charge in connection with the recurring transaction or preauthorized order; and
- complete a recurring transaction after receiving a cancellation notice from the Cardholder or Card issuing bank or after a request for Authorization has been denied.

It is highly recommended that you obtain the three digit Card Verification Code on the back of the Card (or the four digit verification code on the front of American Express cards), include the number with the first Authorization request. This is not required for subsequent Authorization requests.

A positive Authorization response for one recurring transaction is not a guarantee that any future recurring transaction Authorization request will be approved or paid.

If the recurring transaction is renewed, you must obtain from the Cardholder a new written request for the continuation of such goods or services to be charged to the Cardholder's account.

If you or we have terminated your right to accept Cards, you must not submit Authorization requests or sales data for recurring transactions that are due after the date of such termination.

For American Express transactions please also see Appendix 2.

Stored payment credentials

If you store information (including, but not limited to, an account number or payment token) to process future purchases on behalf of the Cardholder, follow the procedures set out in this section.

You must ensure that you:

- include the appropriate data values when a payment credential is being stored for the first time;
- include the appropriate data values when a payment credential is being used to initiate a stored credential transaction;
- include the appropriate data values when a payment credential is being used to identify an unscheduled credentials on file transaction;
- submit a valid Authorization if an amount is due at the time the payment credential is being stored; and
- submit an Authorization verification if no payment is due at the time the payment credential is being stored.

You must not:

- store a payment credential if either the first payment transaction or account verification is declined.

Card checks

If you accept card checks, you must treat checks from all the Card Organizations that you accept equally

(for example, if you accept Mastercard and American Express, your check acceptance policy must treat checks for both of these Card Organizations equally). You should handle these card checks like any other personal check drawn upon a bank in the United States.

11. Sales Drafts

You must:

- prepare a Sales Draft for each transaction and provide a copy of the Sales Draft or transaction receipt to the Cardholder at the time the Card transaction is completed;
 - an exception is eligible transactions participating in any of the 'no signature required' programs;
- only collect transaction data provided directly to you by the Cardholder;
- include all of the following information on a single page document constituting the Sales Draft

- the Cardholder's account number;
 - Cardholder's signature, if required by the applicable Card Organization;
 - date of the transaction;
 - the total amount of the transaction, including any taxes to be collected, in the approved currency of the sale;
 - description of the goods or services involved in the transaction --if there are too many items, combine them into one description to ensure that all information is contained on a single page (for example, "clothing" instead of "tie, shirt, blouse");
 - description of your merchandise return and Credit/refund policy;
 - a valid Authorization Approval Code;
 - your Doing Business As (DBA) name and location (city and state required) and Merchant Identification Number;
 - the Merchant Identification Number is optional but if provided for Discover, include only the last four digits; and
- if the Card has a Magnetic Stripe and the POS Terminal fails to read the Magnetic Stripe, or if you are required to obtain a voice Authorization, you must also use a manual imprinting machine to make a clear impression of the Card on the same side of the signed Sales Draft. If you work in the face-to-face sales environment, you may include the Card Verification Code in the Authorization request for US domestic key-entered transactions in lieu of taking a manual Card imprint, except for Discover.

You must not:

include the Card expiration date or any more than the last four digits of the Card number in the copy of the Sales Draft which you provide to the Cardholder; or

- alter the Cardholder account number when imprinting Sales Drafts, circle or underline any information on the Sales Draft or alter a Sales Draft in any way after the transaction has been completed and signed;
 - stray marks and other alterations on a Sales Draft may result in it becoming unreadable or illegible.

If you participate in the Visa's "no signature required" program, Visa Easy Payment Service (VEPS), Quick Payment Service or Small Ticket, you are only required to provide the Cardholder with the completed Sales Draft when requested by the Cardholder.

If you are operating under certain merchant category codes (MCC) approved by a Card Organization, you are not required to:

- provide a transaction receipt, unless requested by the Cardholder; and
- obtain the Cardholder's signature provided that you transmit the full track data in the Authorization request and the sale amount is below the applicable program floor limit:
 - STAR - \$50 or less; and
 - Visa - \$25 or less, with the exception of grocery stores (MCC 5411) and discount stores (MCC 5310) for which the floor limit is \$50.

12. Refunds

You must:

Obtain an authorization on refund transactions. For American Express transactions, please refer to Appendix 2

- provide clear instructions to your customers regarding returns, including the following:
 - customer service telephone number;
 - reference number for the return;
 - expected processing time for the Credit; and
 - return address, preferably on a pre-formatted shipping label (if applicable);
- document your cancellation policy and terms and conditions on the contract the Cardholder signs, or on your website, as applicable;
- create a Credit Draft containing the following information for every refund:
 - account number;
 - Cardholder's name;
 - your name, city, state and Merchant Identification Number. Merchant Identification Number is optional but if provided for Discover, only include the last four digits
 - transaction type;
 - a description of the goods or services;
 - transaction date of the Credit; the total amount of the Credit;
 - for Discover transactions, the approved currency used and the signature of your authorized representative or employee; and
- submit all Credit Drafts to us within the timeframes set out in section 19;
- submit each Credit under the establishment where the Credit originated;
- provide full refunds for the exact dollar amount of the original transaction including tax, handling charges, etc., and in no circumstances provide a refund amount for more than the original Card sale amount;
- write clearly all amounts and other handwritten information - stray marks on the Credit Draft will render it illegible;
- if the Card cannot be swiped for any reason, imprint the Credit Draft with the same Card used by the Cardholder to make the original purchase when applicable; and
- ensure that the Cardholder signs the Credit Draft, give the Cardholder the appropriate copy, and deposit the Credit Draft immediately.

You must not:

- circle or underline any information on the Credit Draft;
- Credit an account that differs from the account used for the original transaction;

- include the Card expiration date or any more than the last four digits of the Card number in the copy of the Credit Draft which you provide to the Cardholder;
- give cash, check Credit refunds or other consideration for Card sales, with the exception of the following types transactions only:
 - If the card used to make the purchase is not available or the refund transaction authorization request is declined
 - VEPS Transaction;
 - the recipient of the gift is not the Cardholder ; or
 - Visa prepaid Card transaction if the Cardholder states that the Visa prepaid Card has been discarded;
 - attempted Authorization of the refund to the original Card was declined;
- intentionally submit a sale and an offsetting Credit at a later date solely for the purpose of debiting and crediting your own or a customer's account; and
- process a Credit transaction after a Chargeback has been received.

Your website must communicate your refund policy to your customers and require your customers to select a “click-to-accept” or other affirmative button to acknowledge the policy. The terms and conditions of the purchase must be displayed on the same screen view as the checkout screen that presents the total purchase amount, or within the sequence of website pages the Cardholder accesses during the checkout process.

For American Express transactions, please also refer to Appendix 2.

13. Exchanges

For an even exchange, no additional paperwork is necessary and you may simply follow your standard company policy.

For an uneven exchange, you must complete a Credit Draft, and follow the procedures outlined in section 11 for the total amount of the goods returned. The Cardholder's account will be credited for that amount. Then, complete a new Sales Draft for the total amount of any new goods purchased.

14. Chargebacks, Retrievals and Other Debits Chargebacks

Both the Cardholder and the Card issuing bank have the right to question or dispute a transaction. If such questions or disputes are not resolved, a Chargeback may occur. You are responsible for all Chargebacks, our Chargeback fees and related costs arising from your transactions. As a result, we will debit your Settlement Account or settlement funds for the amount of each Chargeback.

Due to the short time frames and the supporting documentation necessary to successfully and permanently reverse a Chargeback in your favor, we strongly recommend that:

- you adhere to the guidelines and procedures outlined in this guide;
- if you do receive a Chargeback, investigate, and if you dispute the Chargeback, submit the appropriate documentation within the required time frame;
- whenever possible, contact the Cardholder directly to resolve the dispute (except with respect to a Discover Cardholder with whom direct contact regarding the dispute is prohibited by Discover Card Organization
- Rules); and

- if you have any questions, call customer service.

You must not process a Credit transaction once a Chargeback is received, even with Cardholder Authorization, as the Credits may not be recoverable and you may be financially responsible for the Credit as well as the Chargeback. Instead, the Card issuing bank will Credit the Cardholder's account.

Chargeback process

If the Card issuing bank submits a Chargeback, we will send you a Chargeback notification, which may also include a Transaction Documentation Request. Due to the short time requirements imposed by the Card Organizations, it is important that you respond to a Chargeback notification and Transaction Documentation Request within the time frame set out in the notification.

Upon receipt of a Transaction Documentation Request, you must immediately retrieve the requested Sales Draft(s) using the following guidelines:

- make a legible copy, centered on 8-1/2 x 11-inch paper (only one Sales Draft per page);
- write the case number from the Transaction Documentation Request on each copy/page;
- if applicable, make copies of a hotel folio, car rental agreement, mail/phone/internet order form, or other form of receipt;
- if a Credit transaction has been processed, make a copy of the Credit Draft;
- letters are not acceptable substitutes for Sales Drafts;
- submit legible copies of the Sales Drafts and Credit Drafts to Processor's electronic chargeback or dispute management system; you may also fax or mail legible copies to Processor, but you may incur additional fees for each response submitted; and
- if you fax your response, please (a) set your fax machine to print your fax number and name on the documents that you send, and (b) set the scan resolution on your fax machine to the highest setting. We can use this information to help determine where the documentation received originated from if additional research is required, and the higher resolution setting improves the clarity of characters and graphics on the documentation transmitted and helps reduce the number of illegible fulfillments and Chargebacks.

We strongly recommend that you also include a detailed rebuttal letter along with all pertinent documents when responding to a transaction request or Chargeback notification (for example, rental agreement, imprinted portion of the invoice or Sales Draft; the portion signed by the Cardholder; and the area where the Authorization Approval Codes, with amounts and dates, are located).

If the information you provide is both timely and, in our sole discretion, sufficient to warrant a re-presentation of the transaction or reversal of the Chargeback, we will do so on your behalf. However, a re-presentation or reversal is ultimately contingent upon the Card issuing bank and/or Cardholder accepting the transaction under applicable Card Organization Rules. Re-presentation or reversal is not a guarantee that the Chargeback has been resolved in your favor.

If we do not receive a clear, legible and complete copy of the transaction documentation within the timeframe specified on the request, you may be subject to a Chargeback for "non-receipt" for which there is no recourse.

If you do not dispute the Chargeback within the applicable time limits as set by the Card Organization Rules, you will forfeit your reversal rights. Our only alternative, which is available for Visa and MasterCard only, is to attempt a good faith collection from the Card issuing bank on your behalf for non-fraud Chargeback reason codes. This process can take up to six months and must meet the Card issuing bank's criteria (for example, at or above a set dollar amount). Good faith collection attempts are not a guarantee that any funds will be collected on your behalf. Card issuing banks normally charge good faith collection fees, which are deducted from the transaction amount if accepted in addition to any processing fees that are charged by us.

The Card issuing bank may charge a handling fee which will be debited from your Settlement Account or settlement funds if a Transaction Documentation Request results from a discrepancy between the Sales Draft and the transmitted record regarding any of the following:

- the name of your business;
- the city, state, or country listed for your business; and
- the transaction date.

Visa: If we reverse the Chargeback and re-present the transaction to the Card issuing bank, the Card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before Visa. Visa currently charges a \$250 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges and any other applicable fees and charges imposed by Visa. Such fees and charges will be debited from your Settlement Account or settlement funds, in addition to the Chargeback.

STAR: If we reverse the Chargeback and re-present the transaction to the Card issuing bank, the Card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before STAR. Whether or not a decision is made in your favor, you will be responsible for all fees and charges relating to that arbitration and any other applicable fees and charges imposed by STAR. Such fees and charges will be debited from your Settlement Account or settlement funds, in addition to the Chargeback.

Mastercard: If we reverse the Chargeback and re-present the transaction to the Card issuing bank, the Card issuing bank, at its sole discretion, may elect to resubmit the Chargeback. In such event, at our discretion, we will debit your Settlement Account or settlement funds for the Chargeback. However, if you feel strongly that it is an invalid Chargeback, we may, on your behalf and at your request, submit the matter for arbitration before Mastercard. Mastercard currently charges a \$150 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges, and any other charges imposed by Mastercard. Such fees and charges will be debited from your Settlement Account or settlement funds, in addition to the Chargeback.

Discover: If Discover rejects our re-presentment request and you feel strongly that the Chargeback is invalid, we may, at our discretion and on your behalf and at your request, submit the matter for dispute arbitration before Discover. Fees for re-presentment requests and matters submitted to Discover for arbitration are charged to acquirers by Discover. We, in turn, may charge you fees for these items.

American Express: You may request a Chargeback reversal if the Chargeback was applied in error, provided that (a) you have responded to the original inquiry within the specified timeframe set out in your dispute notification, and (b) you have provided all supporting documentation to substantiate the error.

Chargeback reasons

The following section outlines the most common types of Chargebacks. This list is not exhaustive. Within each group, we have included recommendations on how to reduce the risk of Chargebacks. These are recommendations only, and do not guarantee that you will eliminate Chargebacks.

Chargebacks due to Authorization description

Proper authorization procedures were not followed and valid Authorization was not obtained. Likely scenarios include:

- Authorization not obtained;
- Authorization was declined;
- transaction processed with an expired Card and Authorization was not obtained;
- transaction processed with an invalid account number and Authorization was not obtained; and
- Card Recovery Bulletin (CRB) or exception file was not checked (transactions below floor limit).

Recommendations to reduce Chargeback risk due to invalid Authorization:

- you obtain valid Authorization on the day of the transaction;
 - if you receive the following responses:
 - “decline” you should request another form of payment from the Cardholder;
 - “Referral” you should follow the VRU procedures to obtain a valid Authorization and obtain an imprint of the Card; and
 - “pick-up” means that the Card issuing bank is asking for the Card to be returned, you must not accept the Card for payment and, in addition, you may retain the Card and send it to us so that we can arrange for its return to the Card issuing bank;
- you must not exceed any predetermined thresholds for specific POS Terminal types as specified by each Card Organization; and
- you must ship goods within the timeframe set out in section 19, after you have obtained Authorization.

Chargebacks due to cancellation and returns description

Credit was not processed properly or the Cardholder has canceled or returned items.

Likely scenarios of Chargebacks due to cancellations and returns include:

- Cardholder received damaged or defective merchandise;
- Cardholder continued to be billed for canceled recurring transaction; and
- Credit transaction was not processed.

Recommendations to reduce Chargeback risk due to cancellation and returns include:

- you issue Credit to the Cardholder on the same account as the purchase in a timely manner;

- you do not issue Credit to the Cardholder in the form of cash, check or in-store/merchandise Credit as we may not be able to recoup your funds if the transaction is charged back;
- for recurring transactions ensure customers are fully aware of the conditions:
 - cancel recurring transactions as soon as notification is received from the Cardholder or as a Chargeback, and issue the appropriate Credit as needed to the Cardholder in a timely manner; and
 - notify the Cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, to allow the Cardholder time to cancel the transaction;
- provide proper disclosure of your refund policy for returned/canceled merchandise, or services to the Cardholder at the time of transaction.
- Card present, Cardholder signed the Sales Draft containing disclosure;
 - if applicable, the words “NO EXCHANGE, NO REFUND,” etc. must be clearly printed in 1/4-inch lettering on the Sales Draft near or above the Cardholder signature:
- ecommerce, provide disclosure on your website on the same page as check out;
 - Require the Cardholder to click to accept prior to completion; and
- Card Not Present, provide the cancellation policy at the time of the transaction;
- for any Travel & Entertainment (T&E) transaction, provide cancellation numbers to Cardholders when the services are canceled;
- ensure delivery of the merchandise or services ordered to the Cardholder; and
- participate in recommended fraud mitigation tools.

Chargebacks due to fraud description

Transactions that the Cardholder Claims are unauthorized; the account number is no longer in use or is fictitious, or the merchant was identified as “high risk.”

For Visa transactions, to ensure that you preserve your Chargeback rights, you must:

- complete a Retrieval Request and provide a sales slip that contains all required data elements; and
- respond to all Retrieval Requests with a clear legible copy of the transaction document that contains all required data elements within the specified timeframe.

Likely scenarios of Chargebacks due to fraud include:

- multiple transactions were completed with a single Card without the Cardholder's permission;
- a counterfeit Card was used and proper acceptance procedures were not followed;
- Authorization was obtained; however, full track data was not transmitted; and
- the Cardholder states that they did not authorize or participate in the transaction.

Recommendations to reduce Chargeback risk due to fraud include:

- obtain an Authorization for all transactions;

- for recurring transactions ensure customers are fully aware of the conditions:
 - cancel recurring transactions as soon as notification is received from the Cardholder or as a Chargeback, and issue the appropriate Credit as needed to the Cardholder in a timely manner;
 - notify the Cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, allowing the Cardholder time to cancel the transaction;
 - American Express customers have the option to receive written notification of the recurring transaction at least 10 days prior to submitting, or any time the Charge amount exceeds a maximum amount that has been set by the Cardholder; and
- if you are utilizing an electronic device to capture Card data, swipe, dip or wave all Card transactions through your electronic Authorization device to capture Cardholder information;
 - when applicable, ensure the displayed Cardholder number matches the number on the Card.

You should avoid keying the Card data into your electronic Authorization device unless you are unable to capture the Card data through one of the above method. Otherwise, you should, imprint the card using a valid imprinting device that will capture the embossed Card and merchant information. You must write on the manually imprinted draft all pertinent information relating to the transaction (transaction date, dollar amount, Authorization code and merchandise description) and obtain the Cardholder signature.

Do not alter the imprint on the draft in any way. You are not protected from this type of Chargeback by manually entering the information into the POS Terminal.

Do not imprint on the back of a signed Sales Draft. The imprint must be on the transaction document that contains all transaction elements to prove the Card was present at the time of the transaction.

- Obtain the Cardholder signature for all transactions; ensure the signature on the Sales Draft matches the signature on the back of the Card.
- Process all transactions one time and do not Batch out transactions multiple times.
- Educate staff on procedures to eliminate POS fraud.

Recommendations to reduce Chargeback risk for Card Not Present Transactions include:

- ensure delivery of the merchandise or services ordered to the Cardholder;
- ensure you ship to the AVS confirmed address (bill to and ship to must match);
- obtain Authorization for all transactions;
- ensure merchant descriptor matches the name of the business and is displayed correctly on the Cardholder statement;
- ensure descriptor includes correct business address and a valid customer service number;
- refer to Appendix 2 for American Express fraud mitigation tools; and
- participate in recommended fraud mitigation tools:
 - Verified by Visa
 - Mastercard Secure Code

- American Express Safekey
- AVS; and
- use of Card Verification Code.

While transactions utilizing these tools may still be disputed, the service may assist you with your decision to accept certain Cards for payment.

Chargebacks due to Cardholder disputes Description

Goods or services not received by the Cardholder, Merchandise defective or not as described.

Likely scenarios of Chargebacks due to Cardholder disputes include:

- services were not provided or merchandise was not received by the Cardholder;
- Cardholder was charged prior to merchandise being shipped or merchandise was not received by agreed upon delivery date or location;
- Cardholder received merchandise that was defective, damaged, or unsuited for the purpose sold, or did not match the description on the transaction documentation/verbal description presented at the time of purchase;
- Cardholder paid with an alternate means and their Card was also billed for the same transaction;
- Cardholder canceled service or merchandise and their Card was billed;
- Cardholder billed for a transaction that was not part of the original transaction document;
- Cardholder Claims to have been sold counterfeit goods; and
- Cardholder Claims the merchant misrepresented the terms of sale.

Recommendations to reduce Chargeback risk for Cardholder disputes include:

- provide services or merchandise as agreed upon and described to the Cardholder; clearly indicate the expected delivery date on the sales receipt or invoice;
- contact the Cardholder in writing if the merchandise or service cannot be provided or is delayed, and offer the Cardholder the option to cancel if your internal policies allow;
- if the Cardholder received defective merchandise or the merchandise received was not as described; resolve the issue with the Cardholder at first contact;
- if the merchandise is being picked up by the Cardholder, have them sign for the merchandise after inspecting that it was received in good condition;
- do not charge the Cardholder until the merchandise has been shipped, according to the agreed upon terms, and a signed proof of delivery from the Cardholder is obtained;
- if unable to provide services or merchandise, issue a Credit to the Cardholder in a timely manner;
- accept only one form of payment per transaction;
- ensure the Cardholder is only billed once per transaction;

- do not bill Cardholder for loss, theft or damages unless authorized by the Cardholder; and
- ensure that a description of the service or merchandise provided is clearly defined.

Chargebacks due to processing errors description

Error was made when transaction was processed or it was billed incorrectly.

Likely scenarios of Chargebacks due to processing errors include:

- the transaction was not deposited within the Card Organization specified timeframe;
- the Cardholder was issued a Credit Draft. However, the transaction was processed as a sale;
- the transaction was to be processed in a currency other than the currency used to settle the transaction;
- the account number or transaction amount used in the transaction was incorrectly entered;
- a single transaction was processed more than once to the Cardholder's account;
- the Cardholder initially presented the Card as payment for the transaction, however, decided to use an alternate form of payment; and
- a limited amount or self-service terminal transaction was processed for an amount over the pre-determined limit.

Recommendations to reduce Chargeback risk for processing errors include:

- process all transactions within the Card Organization specified timeframes;
- ensure all transactions are processed accurately and only one time;
- if a transaction was processed more than once, immediately issue voids, transaction reversals or Credits;
- ensure that Credit transaction receipts are processed as Credits and sale transaction receipts are processed as sales;
- ensure all transactions received a valid Authorization Approval Code prior to processing the transaction;
- also obtain a legible magnetic swipe or imprinted Sales Draft that is signed;
- do not alter transaction documentation or make any adjustments unless the Cardholder has been contacted and agrees to modifications of the transaction amount; and
- ensure limited amount, self-service and automated fuel dispenser terminals are set properly to conform to the predetermined limits.

Chargebacks due to non-receipt of information description

Failure to respond to a Retrieval Request or the cardholder does not recognize the transaction.

Likely scenarios of Chargebacks due to non-receipt of information include:

- the transaction documentation was not provided to fulfill the Retrieval Request;
- the Retrieval Request was fulfilled with an illegible Sales Draft or was an invalid fulfillment (incorrect Sales Draft or the Sales Draft did not contain required information that may include signature); and

- the Cardholder does not recognize or is unfamiliar with the transaction due to the merchant name or location not matching the name or location where the transaction took place.

Recommendations to reduce Chargeback risk for non-receipt of information include:

- provide a clear and legible copy of the Sales Draft that contains all required data elements within the required timeframe that is specified on the Retrieval Request;
- ensure that the most recognizable merchant name, location and customer service phone number is provided on all transactions;
- retain copies of all transaction documentation for the required timeframe that is specified by each Card Organization; and
- develop efficient methods to retrieve transaction documentation to maximize ability to fulfill requests.

15. Suspect/Fraudulent Transactions

If the Card being presented or the behavior of the person presenting the Card appears to be suspicious or you otherwise suspect fraud, you must immediately call the Voice Authorization Center and ask to speak to a Code 10 operator. Answer all their questions and follow their instructions.

While not proof that a transaction is fraudulent, there are considerations you should make to help prevent fraudulent transactions that could result in a Chargeback.

Does the Cardholder:

- appear nervous/agitated/hurried;
- appear to be making indiscriminate purchases (for example, does not care how much an item costs, the size, etc.);
- make purchases substantially greater than your usual customer (for example, your average transaction is \$60, but this transaction is for \$360);
- insist on taking the merchandise immediately (for example, no matter how difficult it is to handle, is not interested in free delivery, alterations, etc.);
- appear to be purchasing an unusual amount of expensive items or the same items;
- take an unusual amount of time to sign the Sales Draft, or look at the back of the Card as he signs;
- talk fast or carry on a conversation to distract you from checking the signature;
- take the Card from a pocket instead of a wallet;
- repeatedly come back, in a short amount of time or right before closing time, to make additional purchases;
- cause an unusual, sudden increase in the number and average sales transactions over a one-to three-day period;
- tell you he has been having some problems with his Card issuing bank and request that you call a number (that he provides) for a “special” handling or Authorization;
- have a previous history of disputed Charges;

- place orders to be shipped to an address other than the billing address, or use anonymous/ free email domains; or
- place orders sent to zip codes or countries where you show a history of fraudulent claims.

A legitimate card should:

- have characters the same size, height, style and all within alignment;
- have “valid from” (effective) and “valid thru” (expiration) dates consistent with the sale date; and
- have a chip on the front and/or a Magnetic Stripe on the back on the Card.

A counterfeit card may:

- appear to be re-embossed (the original numbers or letters may be detected on the back of the Card);
- have a damaged hologram;
- have a damaged chip; or
- have an altered signature panel (for example, appear discolored, glued or painted, or show erasure marks on the surface).

We also recommend that you are vigilant for any Cardholder who behaves as follows, specifically in relation to prepaid Cards:

- frequently makes purchases and then returns the goods for cash;
- uses prepaid Cards to purchase other prepaid Cards; or
- uses large numbers of prepaid Cards to make purchases.

Gift Cards, jewelry, video, stereo, computer and camera equipment, shoes and men's clothing are typically fraud-prone because they can easily be resold. Also be suspicious of high dollar amounts and transactions with more than one fraud prone item, (for example, two laptops, three gold chains, etc.).

Part 3

In this part of the guide you'll find helpful information about what to do if a Card is left at your business, how long you must retain copies of records, how to return equipment and important transaction timeframes. This is also where you'll find additional guidelines for specific industries including:

- Lodging
- Vending machines
- Travel & Entertainment
- Telecommunications
- Restaurants
- Petroleum

If you'd like additional information about anything you've read in the Operating Rules, please contact customer service.

16. Lost/Recovered Cards

If a Card is left behind and remains unclaimed, you should call the appropriate Card Organization's customer service team via the number below and they will instruct you on how to handle it:

Visa	1-800-336-8472
Mastercard	1-800-826-2181
Discover	1-800-DISCOVER (1-800-347-2683)
American Express	1-800-992-3404

17. Retention of Records

You must securely retain legible copies of all Sales Drafts and Credit Drafts or any other transaction records for the following periods:

- **Mastercard, Visa, and STAR:** 13 months from the transaction date. Five years for healthcare Sales Drafts and Credit Drafts.
- **Discover:** The longer of (a) 365 days or (b) the resolution of any pending or threatened disputes, Claims, disagreements or litigation involving the Card transaction. You must also keep images or other copies of Sales Drafts for no less than three years from the date of the Discover transaction.
- **American Express:** 24 months from the date on which you submitted the Sales Draft or Credit Draft to us. You must provide all Sales Drafts and Credit Drafts or other transaction records requested by us within the shortest time limits established by Card Organization Rules.

18. Return of Equipment

To return POS Terminal that you do not own, you must call customer service for the address of the location to send the device. You must include the following information in the shipping box:

- your name, address and phone number;
- the name of the person to contact if there are any questions;
- your Merchant Identification Number;
- the lease number (if applicable); and
- the serial number of the POS Terminal (found on the underside of the POS Terminal).

You must return the POS Terminal in a manner that can be tracked. Reference the lease number (if applicable) on the return packaging.

19. Timeframes Authorizations

A positive (approved) Authorization response remains valid for:

- seven days for Mastercard electronic processed transactions;
- 10 days for Visa, Discover, and STAR electronic processed transactions

- with exception of 30 days for Visa and Discover, or 20 days for STAR for car rental, airline and passenger railway, lodging, and other Travel & Entertainment (T&E) categories;
- seven days for American Express electronic processed transaction
 - with exception of 30 days for the Travel & Entertainment (T&E) industries.

Delayed deliveries

If delivery is more than:

- seven days (Mastercard, Visa, American Express, and STAR transactions);
- 10 days (Discover); or
- after the original transaction date and the initial Authorization request, you must reauthorize the unprocessed portion of the transaction prior to delivery.

Refunds

You must submit all Credit Drafts to us within five days of determining that a Credit is due.

20. Additional Provisions for Specific Industries

Merchants in the lodging industry

There are additional rules and requirements that apply to merchants in the lodging industry for practices including, but not limited to, guaranteed reservations and charges for no shows, advance deposits, overbookings, and priority checkout. If you are a lodging merchant and wish to participate in the Card Organization lodging services programs, please contact your sales representative or relationship manager for details and the appropriate Card Organization requirements. You must provide the Cardholder with written confirmation of a guaranteed reservation.

The confirmation must contain:

- Cardholder's name as it appears on the Card, if present;
- Card number, truncated where required by applicable law to you or us and Card expiration date if present, unless prohibited by applicable law to you or us;
- reservation confirmation number;
- anticipated arrival date and length of stay;
- the cancellation policy in its entirety, inclusive of the date and time the cancellation privileges expire; and
- any other pertinent details related to the reserved accommodations.

If a Cardholder requests a cancellation in accordance with your cancellation policy and specified time frames, you must provide the Cardholder with a cancellation number and instructions to retain a record of it.

If a Cardholder requests a written confirmation of the cancellation, you must provide this confirmation to the Cardholder within three Business Days of such request.

The cancellation confirmation must contain:

- the Cardholder's reference that Charges were placed on the Card, if applicable, or a guarantee that a "no-show" Charge will not be placed on the card;
- the Cardholder's name as it appears on the card, if present;
- the Card number, truncated as required by applicable law to you or us;
- the Card expiration date, if present, unless prohibited by applicable law to you or us;
- the reservation cancellation number;
- the date of cancellation;
- the name of your employee that processed the cancellation; and
- any other pertinent information related to the reserved accommodations.

Pre-Authorization for Travel & Entertainment (T&E) and restaurant merchants

If you are a business engaged in providing travel and entertainment services (for example, car rentals, hotels, motels, etc.) or a restaurant business, and engage in the practice of pre-Authorization, you must comply with the following general procedures:

- a hotel, motel, or car rental merchant may obtain an estimated Authorization at the time of check-in;
- restaurants must not add an estimated tip amount to the Authorization request beyond the value of the goods provided, or services rendered, plus any applicable tax;
- you must notify the Cardholder of the dollar amount you intend to pre-authorize;
- if the customer decides to use another form of payment (for example, cash, check, etc.) you must promptly submit an Authorization or promptly call the Voice authorization Response Unit to delete the Authorization hold;
 - provide the Cardholder's account number, original dollar amount and date of the transaction, and the Authorization code;
 - if a new transaction takes place, a new imprinted and signed Sales Draft for the exact amount and a new Authorization code for that amount must be obtained;
- **vehicle rental providers may not include potential vehicle damage or insurance deductibles in pre-authorizations;**
- if you receive a decline on a transaction, you must wait 24 hours before attempting to reauthorize;
 - if you reauthorize prior to this time frame and receive an approval, you may be subject to a Chargeback and a fine imposed by the Card Organizations;
- hotels, motels, and car rental merchants are allowed up to a 15% variance above the amount authorized;
 - if the final amount Charged to the Cardholder exceeds the original estimate by more than 15% above the pre-Authorization, you must authorize any additional amounts, and all incremental Authorization codes must be written in the Authorization area along with the date of Authorization and the amount authorized;

- pre-Authorization for certain establishments services, are allowed up to a 20% (instead of 15%) variance above the amount authorized;
 - if the final amount exceeds the amount pre-authorized by more than 20%, you must authorize the additional amount;
 - estimating the Authorization amount to include a tip is prohibited;
 - the Authorization request must include only the amount associated with the bill presented to your customer; and
- you must obtain an Authorization for the initial estimated Charges and then monitor the Charges to ensure that the actual Charges made do not exceed the estimated Charges;
 - if the actual Charges exceed the amount of the initial estimated Authorization (and any subsequent estimated Authorizations), then you must secure a positive Authorization for the additional amount;
 - subsequent Authorizations must only be for the additional amount of total Charges, and must not include any amounts already authorized;
- the estimated amount of any pre-Authorization for lodging accommodations must be based on (a) the intended length of stay; (b) the room rate; (c) applicable taxes and service Charges; and (d) other miscellaneous Charges as dictated by experience;
- if an Authorization request is declined, no Charges occurring after that date will be accepted for that Cardholder; and
- you do not need to obtain a final Authorization if the total sum of Charges (the final amount) does not exceed 20% of the previously authorized Charges. You must record the dates, authorized amounts, and their respective Authorization Approval Codes on the Sales Draft(s).

Merchants operating vending machines

For Mastercard, if you are operating vending machines under MCC 5499 (Miscellaneous Food Stores-Convenience Stores, Markets, Specialty Stores), you need not provide a receipt at the time a transaction is conducted. However, if a vending machine cannot provide a printed receipt, you must disclose and post instructions advising Cardholders how a receipt may be obtained.

Telecommunication service providers

You must contact customer service for approval and further instructions, rules and requirements before conducting telecommunication transactions.

Telecommunication Card Sales occur when a telephone service provider is paid directly using a Card for individual local or long-distance telephone calls, with the exception that prepaid telephone service Cards are not and do not give rise to telecommunication Card Sales.

The petroleum industry

For Visa, Mastercard, STAR, American Express, and Discover transactions, merchants operating in the petroleum industry that conduct Card sales at Automated Fuel Dispensers (AFDs), may submit an Authorization request for \$1 to verify the validity of the Card presented. Under such circumstances, you must submit an Authorization advice message for the actual amount of the Card sale within 60 minutes of completion of fuel delivery regardless of whether you previously received a partial Authorization response or a positive Authorization response for any other amount. If you do not complete the Card sale following receipt of an approved Authorization response for any amount, a request to cancel the Authorization request must be submitted within 60 minutes of the completion of fuel delivery.

Appendix 1 - Additional provisions for WEX and Voyager

WEX Cards

If you participate in the WEX Full Service Program, the following terms and conditions will apply:

You must ensure that you:

- provide, at your own expense, all equipment necessary to permit the electronic acceptance of the WEX Cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services;
- include in any request for Authorization the following information:
 - WEX Cardholder account number;
 - vehicle number;
 - Card expiration date;
 - driver identification number;
 - the amount of the transaction;
 - the date and time of the transaction;
 - the quantity of goods sold, unit price, and product code (the “Authorization Request Data”); and
 - an Authorization number or other approval code from WEX for all manual WEX Card sales (in other words, sales facilitated by a Card Imprinter);
- ensure that the product detail of each transaction is accurate including:
 - the type of goods sold;
 - quantity of goods sold;
 - unit price/price per gallon (if applicable);
 - taxes; and
 - any coupons presented;
- ensure that the product detail outlined equals the total amount of the sale when calculated (in other words, product quantity x unit price must equal the product amount. The sum of all product amounts including taxes minus any coupons must equal the total transaction amount);
- complete a WEX Card sale only upon the receipt of an Authorization approval message;
- provide a copy of the receipt for a WEX Card sale upon the request of the Cardholder, to the extent permitted by applicable law
 - the receipt must not include the full account number or driver identification number;
- require the Cardholder to sign a receipt when a WEX Card sale is not completed by an island Card reader;
- take all commercially reasonable efforts to protect manual WEX Card sales data from fraud or misuse;

- securely maintain a record of all WEX Card sales (including the Authorization request data) for a period of one year;
 - you must produce such records upon the reasonable request of WEX;
- notify us of any errors contained in a settlement report within 45 days of receipt of such report;
 - we will not accept reprocessing requests for WEX transactions older than 90 days;
- allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Service; and
- retransmit WEX Card sales data when reasonably requested to do so.

You must not:

- submit a WEX Card sale for processing unless a WEX Card is presented at the time of the sale;
- accept a WEX Card if an expired Card / decline message is received;
- submit a WEX Card sale for processing until the goods have been delivered or services performed;
- accept a WEX Card if it appears to be invalid or expired or there is reasonable belief that the WEX Card is counterfeit or stolen;
- divide the price of goods and services purchased in a single WEX Card sale among two or more sales receipts;
- permit a WEX Card sale when only partial payment is made by use of the WEX Card and the balance is paid with another bank Card; and
- remove fuel tax at the point of sale is not permitted. For all payment system product codes that are taxable, the transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

You acknowledge and agree that your sole remedies with respect to the WEX Full Acquiring services will be against us and not WEX, except to the extent that WEX knows of any fraud related to the WEX Cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services.

Voyager Cards

- You must check Fleet Cards for any printed restrictions at the point of sale.
- You must establish a fair policy for the exchange and return of merchandise.
- You must promptly submit Credits to us for any returns that are to be credited to a Voyager Cardholder's account.
- You must not give any cash refunds to any Voyager Cardholder in connection with a sale, unless required by law.

In addition to the information set out in section 11 (Sales Drafts), you must include the information below on a single page document constituting the Sales Draft for Voyager transactions.

- All Authorization request data for Voyager Card sales must include the following:
 - Voyager Cardholder account number,

- Card expiration date,
 - driver identification number;
 - the amount of the transaction, date and time of the transaction; and
 - quantity of goods sold, unit price, and product code (the “Authorization Request Data”).
- All manual Voyager Card sales (in other words, sales facilitated by a Card Imprinter) must include:
 - the Authorization Request Data;
 - an Authorization number or other approval code from Voyager; and
 - the type of goods sold, quantity of goods sold, unit price/price per gallon (if applicable), taxes; and
 - any coupons presented within the product.

The product detail outlined must equal the total amount of the sale when calculated, in other words:

- product quantity x unit price must equal product amount; and
- the sum of all product amounts including taxes minus any coupons must equal the total transaction amount.

You must not remove fuel tax at the point of sale. For all payment system product codes that are taxable, transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

If there is an increase of 15% or more compared to the previous month in the number of Voyager transaction Authorization calls that are not due to our or Voyager system outages, we may, at our discretion, deduct telephone charges from the settlement of your Voyager transactions. Fees will not exceed \$0.25 (25 cents) per call.

Settlement of Voyager transactions will generally occur by the fourth banking day after we process the applicable Card transactions. We will reimburse you for the dollar amount of sales you submit for a given day, reduced by the amount of Chargebacks, tax exemptions, discounts, Credits, and the fees set out in the Agreement. You must notify us of any errors contained with the settlement reports within 30 calendar days of receipt of such report. Neither we nor Voyager will be required to reimburse you for sales submitted more than 60 calendar days from the date of purchase.

For daily transmission of sales data, you must securely maintain true and complete records for a period of not less 36 months from the date of the generation of the data. You may store records on electronic Media, if secure. You are responsible for the expense of retaining sales data records and Sales Drafts.

Appendix 2 - Additional provisions for American Express transactions

American Express OptBlue® Program

For merchants participating in the American Express OptBlue® Program, you should review the operating guide made available to you www.americanexpress.com/merchantopguide.

Treatment of the American Express Marks

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the American Express Card and display the American Express Marks (including any Card application forms provided to you) as prominently and in the same manner as any other payment products.

You must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without our prior written consent) indicate that American Express endorses your goods or services.

You must only use the American Express Marks as permitted. You must cease using the American Express Marks upon termination of your acceptance of American Express Cards.

For additional guidelines on the use of the American Express Marks, please contact customer service.

Treatment of American Express Cardholder Information

Any and all Cardholder information is confidential and the sole property of the Card issuing bank, American Express or its affiliates. Except as otherwise specified, you must not disclose Cardholder Information, nor use nor store it, other than to facilitate transactions at your establishments in accordance with the terms on which you are authorized to accept American Express Cards.

Authorization for Card Not Present transactions

If you process a Card Not Present transaction you must obtain the following information:

- the Card number or token;
- the Card number or token expiration date;
- the Cardholder's name as it appears on the Card;
- the Cardholder's billing address; and
- the delivery address if different from the billing address. In addition, for internet transactions you must:
 - use any separate Merchant Identification Numbers (Seller ID) established for your internet orders in all of your requests for Authorization and Submission of Charges;
 - provide us with at least one month's prior written notice of any change in your internet address; and
 - comply with any additional requirements that American Express provides from time to time.

American Express has the right to Chargeback for any Card Not Present Transaction that the Cardholder denies making or authorizing. However, American Express will not Chargeback for any Card Not Present Transaction based solely upon a Claim by a Cardholder that he or she did not receive the disputed goods if you have:

- verified the address to which the goods were shipped was the Cardholder's full billing address; and
- provided proof of delivery signed by the Cardholder or an authorized signer of the Card indicating the delivery of the goods or services to the Cardholder's full billing address.

American Express will not be liable for actual or alleged fraudulent transactions over the internet and will have the right to Chargeback for those Charges.

If a disputed transaction arises involving a Card Not Present transaction that is an internet electronic delivery transaction, American Express may exercise a Chargeback for the full amount of the transaction and place you in any of its Chargeback programs.

Sales Drafts (also known as Charge Record)

For each transaction submitted:

- electronically - you must create an electronically reproducible Sales Draft; and
- on paper (under extraordinary circumstances only)- you must create a Sales Draft containing all of the following required data:
 - full Card number and expiration date, and if available, Cardholder name;
 - the date the transaction was incurred;
 - the amount of the transaction, which must be the total price for the purchase of goods and services (plus applicable taxes and gratuities) purchased on the Card;
 - the Authorization approval;
 - a clear description of the goods and services purchased by the Cardholder;
 - an imprint or other descriptor of your name, address, Merchant Identification Number and, if applicable, store number;
 - the words "No Refunds" if you have a no refund policy, and your return and cancellation policies; and
 - Cardholder's signature (if a Card Present transaction), or the words "telephone order," "mail order," "internet order," or "signature on file," as applicable (if a Card Not Present Transaction).

In the Sales Draft (and a copy of the customer's receipt) you must:

- include your return and cancellation policies; and
- mask truncated Card number digits with replacement characters such as "x," "*" or "#," and not blank spaces or numbers.

If the Cardholder wants to use more than one Card for payment of a purchase, you may create a separate Sales Draft for each Card used. However, if the Cardholder is using a single Card for payment of a purchase, you must not divide the purchase into more than one transaction, and you must not create more than one Sales Draft.

Refunds

To issue a refund you must:

- compare the last four digits on the Sales Draft against the Card presented (when applicable);
- issue the Credit in the currency in which the original transaction was submitted to us; and
- issue the Credit to the Card used to make the original purchase. If the Credit is for the return of a gift by someone other than the Cardholder who made the original purchase, you must apply your usual refund policy.

If the Cardholder indicates that the Card on which the purchase was originally made is no longer active or available:

- for all cards except prepaid Cards - advise the cardholder that you must issue the Credit to that Card; and if the Cardholder has questions, advise him or her to call the customer service number on the back of the Card in question; and
- for prepaid Cards - apply your usual refund policy for returns.

In the Credit Draft delivered to the Cardholder you must mask truncated Card number digits with replacement characters such as “x,” “*” or “#,” and not blank spaces or numbers.

Your refund policy for Card transactions must be at least as favorable as your refund policy for purchases made with other payment products or other payment methods.

If you issue a Credit, American Express will not refund the discount or any other fees or assessments previously applied on the corresponding transaction. The discount on Chargebacks will not be refunded.

Fraud mitigation tools

American Express offers fraud mitigation tools for both Card Present and Card Not Present transactions to help verify that a transaction is valid. These tools help you mitigate the risk of fraud at the point of sale, but are not a guarantee that a transaction is in fact valid or bona fide, or that you will not be subject to a Chargeback.

For optimal use of the tools, please visit American Express' Fraud Prevention Information at www.americanexpress.com/fraudinfo.

Recurring transactions

For recurring transactions you must offer the Cardholder the option to receive written notification for the recurring transaction(s) at least 10 days prior to submitting, or any time the transaction amount exceeds a maximum amount that has been set by the Cardholder. You must clearly and conspicuously disclose all material terms of the option, including, if applicable, the fact that recurring billing will continue until the option is canceled by the Cardholder. If the material terms of the option change after submission of the first recurring transaction, you must promptly notify the Cardholder in writing of such change and obtain the Cardholder's express written consent to the new terms prior to submitting another recurring transaction.

For recurring transactions you must:

- periodically verify with Cardholders that their information (for example, Card number, expiration date, billing address) is still accurate. This will improve the likelihood of obtaining an approval to an Authorization request;
- retain evidence of consent to receive updated Card account information from the Card issuing bank for 24 months from the date you submit the last recurring transaction;
- ensure that your process for cancellation of recurring transactions is simple and expeditious; and
- within 24 hours of incurring the first recurring billing transaction, provide the Cardholder written confirmation (for example, email or facsimile) of such transaction, including all material terms of the option and details of your cancellation/refund policy.

If your recurring transaction amounts vary, you must offer the Cardholder the right to receive written notification of the amount and date of each recurring transaction:

- at least 10 days before submitting each transaction; and
- whenever the amount of the transaction exceeds a maximum recurring transaction amount specified by the Cardholder.

For more information about processing prepaid Cards:

- call the customer service number on the back of the Card in question; and
- see American Express Card Organization Rules regarding “additional Authorization requirements.”

No Signature Program

You may participate in the No Signature Program under which you are not required to request a signature from Cardholders on the transaction record provided that: your business is classified in an industry that accepts in-person Charges, with the exception of the following categories:

- merchants who do not conduct in-person Charges (in other words, internet, mail order or telephone order);
- prohibited merchants or prohibited transactions (or both) as defined in American Express Card Organization Rules regarding “risk evaluation”;
- high-risk Merchants (for example, internet electronic services or nightclubs/lounges) as defined in American Express Card Organization Rules regarding high risk merchants;
- merchants placed in our Fraud Full Recourse Program (see American Express Card Organization Rules regarding “Chargeback programs”).

The transaction:

- amount must meet the threshold established in American Express' country specific policy;
- must include the appropriate indicator to reflect that the Card and the Cardholder were present at the point of sale; and
- must include a valid approval.

Under the American Express No Signature Program, Chargebacks will not be exercised for such Charges based solely on your failure to obtain the Cardholder's signature at the point of sale.

If a disproportionate number of disputed Charges under the No Signature Program occur, you must cooperate to reduce the number of disputed Charges. If such efforts fail, you may be placed in American Express Chargeback programs, or your participation in the No Signature Program may be modified or terminated.

Travelers Cheques

Travelers Cheques are available in various denominations and currencies. The denominations in US dollars range from \$20 to \$1000. You must exercise caution when presented with a Travelers Cheque in a denomination of \$500 or greater. The higher denominated Travelers Cheques are rarely sold, and so more likely to be counterfeit.

To accept a Travelers Cheque, watch your customer countersign in the lower left corner of the Travelers Cheque, and compare the countersignature to the signature in the upper left corner of the Travelers Cheque. If the signature and countersignature are a reasonable match (they look alike, but may not be identical), you may accept the Travelers Cheque and there is no need to obtain any identification.

If you suspect that the countersignature may be false, or you did not watch the customer countersign, ask your customer to turn the Travelers Cheque over and sign again across the left-hand side (in the same manner one typically endorses a check). Once signed, take the Travelers Cheque and fold up the bottom right-hand corner so that you can compare the original signature with the new one. If the signatures are not the same, or you have any questions regarding the validity of the Travelers Cheque, call American Express customer service.

If you suspect that the Travelers Cheque may be fraudulent, verify that it is authentic by performing the smudge test:

- turn the Travelers Cheque over (non-signature side);
- wipe a moistened finger across the denomination;
 - on the right side of the Travelers Cheque, the ink should not smudge; and
 - on the left side of the Travelers Cheque, the ink should smudge.

You can obtain online Authorization at www.americanexpress.com/verifyamextc. You are not required to obtain Authorization before accepting a Travelers Cheque.

High CV Merchants

You acknowledge that you will be converted from the American Express US Enhanced Acquisition Program to a direct Card acceptance relationship with American Express if and when you become a `High CV Merchant' in accordance with the American Express Card Organization Rules. As part of this acknowledgment you agree that upon conversion: (a) you will be bound by American Express' then-current agreement for Card acceptance; and (b) American Express will set pricing and other fees payable by you for Card acceptance.

A High CV Merchant is a Program Merchant with Estimated Annual Charge Volume (ECV) of greater than (a) United States currency (USD) \$1,000,000 in the United States excluding Puerto Rico and the US Virgin Islands or (b) USD \$1,000,000 in Puerto Rico and the US Virgin Islands. Where a Program Merchant prospect has more than one Establishment, then the ECV of (a) all Establishments operated under the same tax identification number (TIN) in a region shall be aggregated or (b) all Establishments operated under different TINs but as a unified business enterprise in a region shall be aggregated. For clarification purposes, a `unified business enterprise' shall include Establishments that are owned, operated, or affiliated to a single business entity.

Marketing opt-outs

You agree that when providing your contact information to us that you may receive messages from American Express, including important information about American Express products, Services, and resources available to your business. These messages may be sent to the phone numbers, email addresses or fax numbers that you provide. If you provide a wireless phone number, you agree that you may be contacted at that number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or pre-recorded calls. If you provide a fax number, you agree that you may be sent fax communications. American Express may otherwise use and share your information for business purposes and as permitted by applicable law. American Express uses reasonable administrative, technical and physical security measures to protect your information consistent with the sensitivity of the information.

You may opt out of newsletters or messages about products, Services and resources for different forms of communications by contacting us, via inbound telephone, email, facsimile, website and any other means identified by us, or by exercising the opt-out options that may be described or offered in emails, SMS messages, faxes or other communications. If you opt out, you may still receive messages from American Express regarding Services and programs designed to enhance the value of the American Express Network.

Protecting American Express Card member information

These merchant data security requirements apply to all of your equipment, systems, and networks on which encryption keys, Cardholder data and/or sensitive authentication data are stored, processed, or transmitted.

Standards for protection of Cardholder data and sensitive authentication data

You must, and you must ensure that all of your employees, agents, representatives, subcontractors, Processors, service providers, providers of POS Terminals or systems or payment processing solutions, and any other party to whom you may provide Card member information access, will:

- store American Express Cardholder data only to facilitate transactions for your acceptance of American Express Cards;
- comply with the current version of the PCI DSS, no later than the Effective Date for implementing that version; and
- use, when deploying new or replacement PIN entry devices or payment applications (or both), only those that are PCI-approved.

You must protect all Sales Drafts and Credit Drafts retained in accordance with these data security provisions. You must use these records only for purposes of your acceptance of American Express Cards and you must safeguard the records accordingly.

Data incidents

If you discover a data incident, you must:

- notify us immediately and in no case later than 24 hours after such discovery;
- conduct a thorough forensic investigation of each data incident; this must be conducted by a PCI forensic investigator (PFI) if the data incident involves 10,000 or more unique Card numbers (or otherwise at our request);
- promptly provide to us all compromised Card numbers and the forensic investigation report of the data incident;
- work with us to rectify any issues arising from the data incident, including consulting with us about your communications to Card members affected by the data incident and providing (and obtaining any waivers necessary to provide) to us all relevant information to verify your ability to prevent future data incidents; and
- at our request, provide validation by a Qualified Security Assessor (QSA) that the deficiencies have been remediated.

Forensic investigation reports must:

- include forensic reviews, reports on compliance, and all other information related to the data incident;
- identify the cause of the data incident;
- confirm whether or not you were in compliance with the PCI DSS at the time of the data incident; and
- verify your ability to prevent future data incidents by providing a plan for remediating all PCI DSS deficiencies.

American Express has the right to disclose information about any data incident to Card members, Issuers, other participants on the American Express network, and the general public as required by applicable law, by judicial, administrative, or regulatory order, decree, subpoena, request, or other process; in order to mitigate the risk of fraud or other harm; or otherwise to the extent appropriate to operate the American Express network.

Periodic validation of your systems

You must take steps to validate under PCI DSS annually and quarterly the status of your equipment, systems and networks (and their components) on which Cardholder data and sensitive authentication data are stored, processed or transmitted.

Step 1 - Enroll in a compliance program

You must submit applicable periodic validation documentation to us. Please contact us for more information regarding data security compliance requirements.

Step 2 - Determine merchant level and validation requirements

Most merchant levels are based on the volume of transactions submitted by establishments. You will fall into one of the merchant levels specified in the following table as designated by American Express:

Merchant level	Definition	Validation documentation	Requirement
1	2.5 million transactions or more per year; or any merchant that American Express otherwise deems a level 1 merchant	Annual on-site security assessment report and quarterly network scan	Mandatory
2	50,000 to 2.5 million transactions per year	Annual self-assessment questionnaire (SAQ) and quarterly network scan	Mandatory
3	Less than 50,000 transactions per year	Annual SAQ and quarterly network scan	Strongly recommended
3*	Less than 50,000 transactions per year and designated a level 3 merchant by American Express	Annual SAQ and quarterly network scan	Mandatory

American Express may require certain level three merchants to enroll in American Express' compliance program. Such merchants must enroll no later than 90 days following receipt of such notice from us. All other level three merchants need not submit validation documentation, but must comply with all other provisions of these data security provisions.

The validation documentation which you must send to us is as follows:

Annual onsite security assessment	Annual self assessment questionnaire	Quarterly network scans
<p>This is a detailed onsite examination of your equipment, systems, and networks (and their components) where Cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted. You must:</p> <ul style="list-style-type: none"> - ensure that the annual onsite security assessment is performed by (a) a QSA, or (b) you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; - submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and - ensure that the AOC certifies compliance with all requirements of the PCI DSS. 	<p>This is a process using the PCI DSS self-assessment questionnaire (SAQ) that allows self-examination of your equipment, systems, and networks (and their components) where Cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted. You must:</p> <ul style="list-style-type: none"> - ensure that the SAQ is performed by you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; - submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and - ensure that the AOC of the SAQ certifies compliance with all requirements of the PCI DSS. 	<p>The quarterly network scan is a process that remotely tests your internet-connected computer networks and web servers for potential weaknesses and vulnerabilities. You must:</p> <ul style="list-style-type: none"> - ensure that the quarterly network scan is performed by an approved scanning vendor (ASV); - complete and submit the ASV scan report attestation of scan compliance (AOSC) or executive summary of findings of the scan (and copies of the full scan, on request) quarterly to us; - ensure that the AOSC or executive summary certifies - that (a) the results satisfy the PCI DSS scanning procedures, (b) no high risk issues are identified, and (c) the scan is passing or compliant.

Step 3 - Send the validation documentation to participant Compliance and validation are completed at your expense. By submitting validation documentation to us, you represent and warrant to us that you are authorized to disclose the information contained in it and are providing the validation documentation without violating any other party's rights.

Merchants not compliant with PCI DSS

If you are not compliant with the PCI DSS, then you must:

- complete and submit an AOC including “Part 4. Action Plan for Non-Compliant Status” to us;
- designate a remediation date, not to exceed 12 months following the date of the AOC, for achieving compliance; and

- provide us with periodic updates of your progress toward remediation under the “Action Plan for Non-Compliant Status.”

Non-validation fees and termination of right to accept Cards

We have the right to impose non-validation fees on you and terminate your right to accept Cards if you do not fulfill these requirements or fails to provide the mandatory validation documentation to us by the applicable deadline.

We will notify you separately of the applicable deadline for each annual and quarterly reporting period. If we do not receive your mandatory validation documentation, then we have the right to terminate your right to accept Cards and to impose non-validation fees on you.

Periodic validation of level EMV merchants

Your merchant level may be classified as EMV if you submit 50,000 (or more) American Express Card transactions per year, of which at least 75% are made by the Card member with the physical Card present at a point of sale system compliant with EMV specifications and capable of processing contact and Contactless Payment transactions on a Chip-enabled device. If you are classified as merchant level EMV, you may submit the annual EMV attestation (AEA) instead of other validation documentation, in which case you must submit the AEA annually to us. Even if you fall into merchant level one or two, if you are classified as merchant level EMV, you only need to submit the AEA, and not the other merchant level one and two validation documentation.

The AEA involves a process using PCI DSS requirements that allows self-examination of your equipment, systems, and networks (and their components) where Cardholder data or sensitive authentication data (or both) are stored, processed or transmitted.

The AEA must:

- be performed by you;
- be certified by your chief executive officer, chief financial officer, chief information security officer, or principal; and
- certify that you meet the requirements for merchant level EMV.

Appendix 3 - Mastercard Authorization Confirmation

Mastercard Authorization Requirements

A Mastercard pre-authorization must meet all of the following requirements:

- The authorization is requested for an estimated amount (final authorization amount is unknown).
- The authorization amount may be adjusted when the final transaction amount is greater than the original authorized amount.
- The authorization must be cleared or reversed within 30 days.

A Mastercard final authorization must meet all of the following requirements:

- The final authorization amount is known.
- The authorization must be cleared or fully reversed within 7 days.
- The clearing amount must equal the authorized amount when the authorization is approved in full.
- The clearing currency code must equal the authorized currency code.

By acknowledging that you have received these Operating Rules, you expressly agree that you acknowledge that you have read and accept the Mastercard Authorization Confirmation. If you have any questions regarding your Mastercard authorization type, please call Customer Service at **1-800-451-5817**.

Appendix 4 - Special provisions for Discover

Discover protocol for internet Transactions

Each internet Discover Card transaction accepted by you and submitted to us must comply with Discover standards, including Discover standards governing the formatting, transmission and encryption of data, referred to as the “designated protocol”.

You are permitted to accept only those internet Discover Card transactions that are encrypted in accordance with the designated protocol. As of the date of these procedures, the designated protocol for the encryption of data is Secure Socket Layer (SSL).

We may, at our discretion, withhold settlement until security standards can be verified. However, the designated protocol, including any specifications with respect to data encryption, may change at any time upon 30 days advance written notice. You are not permitted to accept any internet Discover Card transaction unless the transaction is sent by means of a browser that supports the designated protocol.**Authorizations: Card Not Present Transactions**

For Discover Card Not Present transactions, you must also verify the name and billing address of the Discover Cardholder using AVS.

Discover procedure for request for cancellation of Authorization

If a Discover Card sale is canceled or the amount of the transaction changes following your receipt of Authorization for the sale, you must process an Authorization reversal via your POS Terminal or, for voice-approved Authorizations, call your Authorization Center directly and request a cancellation of the Authorization. An Authorization may be canceled at any time within 10 days of your receipt of the Authorization, but must be canceled before the sales data relating to the transaction is submitted to us, after which the Authorization cannot be changed.

For an Authorization cancellation, you must provide us with the following information, in this order:

- the Discover merchant number used in the Authorization;
- the Card number;
- the original amount of the Authorization being canceled;
- the new amount of the total transaction (if any);
- the original Authorization code for the Authorization being canceled;
- the expiration date of the Card; and
- a brief reason for the Authorization cancellation.

Discover Cash Over Transactions

Cash Over Transactions are only available for Discover.

You may issue cash over in connection with a Discover Card sale, provided that you comply with the terms on which you are authorized to accept Cards, including the following requirements:

- you must deliver to us a single Authorization request for the aggregate total of the goods/ services purchase amount and the cash over amount of the Card sale. You may not submit separate Authorization requests for the purchase amount and the cash over amount;
- the Sales Draft must include both the purchase amount and the cash over amount, and you may not use separate Sales Drafts for the purchase amount and cash over amount;
- cash over may only be offered with a Card Present Card sale that includes a purchase of goods or services by the Cardholder
 - you must not issue cash over as a stand-alone transaction
 - if you offer cash over, you may require the total amount of a Card sale with a credit product, including cash over, to meet a minimum transaction amount of up to \$10;
 - you must not assess or charge fees of any type or amount, including any surcharges, on Cash Over Transactions; and
 - you must not include in Cash Over Transactions any of the fees or charges applicable to cash advances;
- cash over may not be dispensed in connection with Credits, cash advances, or any Card sale for which you are unable to electronically capture Track Data using the POS device; and
- the maximum amount of cash that you may issue as cash over is \$100.

Cash over may not be available in certain markets. Contact us for further information.

AMENDMENT TO WELLS FARGO MERCHANT AGREEMENT

This Amendment (the "Amendment") to the Merchant Agreement, which includes the Merchant Processing Application, the Terms and Conditions Form WFB1023c (the "Terms and Conditions") and the schedules thereto and documents incorporated therein, each as amended from time to time, together with the MERCHANT's RFP 2023-08-OA and the SERVICERS' Response to the MERCHANT's RFP (collectively, the "Agreement") is entered into on July 28, 2024 (the "Effective Date") between **WELLS FARGO MERCHANT SERVICES, L.L.C.** and **WELLS FARGO BANK, N.A.**, at 1655 Grant Street Floor 5 Concord, CA. 94520 (collectively, "SERVICERS"), and **DISTRICT BOARD OF TRUSTEES BROWARD COLLEGE**, with offices located at 6400 NW 6th Way Fort Lauderdale, FL 33309 (hereinafter referred to as "MERCHANT").

WITNESSETH:

WHEREAS, SERVICERS and MERCHANT have fully negotiated in good faith and agreed to revise and/or modify certain provisions of the Agreement, and now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived from the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, SERVICERS and MERCHANT agree that the terms set forth below shall be incorporated into, and become a part of, the Agreement and the parties further agree to be legally bound by the following new terms and to amend the Agreement as follows:

1. Term. Section 14.2 of the Terms and Conditions is deleted in its entirety and replaced with the following: "The initial term of the Agreement will continue for five years from the date you submit your first transaction to us. After the initial term is complete, the Agreement will continue on a one-year term basis for five years until you provide written notice to us at least 90 days prior to the end of the current term or we provide you with notice in accordance with the Agreement. If you do not notify us in writing of your request to terminate, you acknowledge and agree you will continue to be charged fees pursuant to the Agreement regardless of account inactivity. If you have an equipment lease, termination of the Agreement will not terminate your lease or change any of your obligations under the lease (including your obligation to make monthly lease payments)."
2. Section 14.3 of the Terms and Conditions is deleted in its entirety and replaced with the following: "Either party may terminate the Agreement or any Attachment at any time and for any reason by providing 90 days' prior written notice. We may terminate the Agreement immediately or with shorter notice if there is an Event of Default (see Section 14.5)."
3. Section 15.1 of the Terms and Conditions is amended by adding the following sentence at the beginning of the section: "As of the Effective Date of this Agreement, an initial Reserve Account is not required."
4. Section 17.1 of the Terms and Conditions is deleted in its entirety and replaced with the following: "**Your Responsibility.** You agree to pay or reimburse us for all: (1) Chargebacks; (2) refunds; or (3) Card Organization Fines imposed on us or the Bank by the Card Organizations because of your, or your

employees, your agents, your Customer Provider, or a third party acting on your behalf, actions or inactions related to the Services provided to you under this Agreement.”

5. Section 22.1 of the Terms and Conditions is deleted in its entirety and replaced with the following: **“Choice of Law.** Our Agreement will be governed by the laws of the State of Florida, without regard to its choice of law provisions.”
6. Section 22.2 of the Terms and Conditions is deleted in its entirety and replaced with the following: **“Venue.** The exclusive venue for any actions or Claims arising under or related to the Agreement will be in the appropriate state or federal court located in Broward County, Florida.”
7. Section 22.4 of the Terms and Conditions is deleted in its entirety and replaced with the following: “Each party agrees that any lawsuit or other claim or action a party may wish to bring against the other party arising under the Agreement must be commenced and, if adjudicating claims, filed by such party within five years of the date on which your claim first accrued. If you do not act within this time period, the action will be barred, without regard to any other limitations period set forth by law or statute.”
8. A new Section 22.18 is added to the Terms and Conditions t as follows: **“Servicers Compliance.** SERVICERS covenant to perform its obligations in accordance with: (i) applicable federal laws, (ii) applicable state and local laws and regulations, and related regulations, with respect to the Services, to the extent, in SERVICERS reasonable opinion, compliance would not conflict with applicable federal laws, and (iii) the Agreement.

A new Section 22.19 is added to the Terms and Conditions as follows: **“Disputes.** Except when the Card Organizations require an alternative dispute process, disputes between the parties shall be resolved by mediation, arbitration or litigation as agreed upon by the parties. If the parties do not agree to mediate or arbitrate any dispute the dispute shall be resolved by court action. Venue for any mediation, arbitration or court action arising out of or relating to this Agreement is subject to Section 22.2.

9. A new Section 22.20 is added to the Terms and Conditions as follows: **“Appropriation of funds.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. MERCHANT shall notify SERVICERS in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.
10. A new Section 22.21 is added to the Terms and Conditions as follows: **“Florida Public Records Law.** Each party shall comply with the Florida Public Records Law, including the obligation to maintain public records in accordance with the applicable retention requirements.”
11. A new Section 22.22 is added to the Terms and Conditions as follows: “Except as otherwise provided in the Agreement, SERVICERS may debit the MERCHANT’s account(s) with SERVICERS for any fees not covered by earnings credits or it may send an invoice to the MERCHANT for such amounts, which the MERCHANT will promptly pay. SERVICERS have the right to charge an interest penalty on any payment (other than a payment which is subject to a Good Faith Dispute) that is not paid within thirty (30) days of written notice that such fees due. The interest penalty will be calculated from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, provided the interest penalty is in excess of one dollar (\$1.00). A “Good Faith Dispute” means a good faith dispute by MERCHANT of certain amounts paid or payable to SERVICERS under this Agreement. A Good Faith

Dispute will be deemed to exist only if (i) MERCHANT has given written notice of the dispute to SERVICERS promptly after receiving notice of the fee or charge and (ii) the notice explains MERCHANT's position in reasonable detail. A Good Faith Dispute will not exist as to a fee, charge or invoice in its entirety merely because certain amounts on the invoice have been disputed. MERCHANT shall have the right to withhold portions of invoices which are subject to a Good Faith Dispute; provided however, that the parties will otherwise continue to perform their obligations hereunder until the dispute is resolved or the sixty (60) day period described below has elapsed, whichever occurs first. In the event of such Good Faith Dispute, each party shall provide the other with all relevant documentation in an effort to resolve the matter as quickly as possible, with a goal of resolving all disputes associated with payments within sixty (60) days. If MERCHANT was billed improperly, SERVICERS shall promptly issue a credit that applies to the next fees and charges due or, if no further fees and charges are due, refund any such amount to MERCHANT. SERVICERS shall not suspend performance of or access to the Services based on MERCHANT's failure to pay any amounts subject to a Good Faith Dispute during such sixty (60) day period or any extension which is mutually agreed to in writing by the parties (but may suspend thereafter).

12. All other provisions of the Agreement shall remain unchanged and in full force and effect. If there is a conflict among the documents comprising the Agreement, the documents will govern in the following order: (i) this Amendment, (ii) the Merchant Processing Application, (iii) the Terms and Conditions and the schedules thereto and documents incorporated therein, (iv), the SERVICERS response to the MERCHANT's RFP and (v) the MERCHANT's RFP.

Each party shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If SERVICERS enter into a contract with a subcontractor, the subcontractor must register with and use the E-Verify system and provide Servicers with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Servicers shall maintain a copy of such affidavit for the duration of this Agreement. If MERCHANT has a good faith belief that SERVICERS or its subcontractor has knowingly violated §448.09 (1), Florida Statutes, it shall terminate this contract. If MERCHANT has a good faith belief that a subcontractor of SERVICERS knowingly violated §448.09 (1), Florida Statutes, but SERVICERS otherwise complied with §448.095(.2), Florida Statutes, it shall promptly notify SERVICERS and request SERVICERS to immediately terminate the contract with the subcontractor.

This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Amendment may be executed and delivered electronically, and the parties agree that such electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Amendment by all parties to the same extent that an original signature could be used.

Except as set forth herein, the terms and conditions of the Agreement shall remain in full force and effect; **provided however**, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this Amendment shall govern, prevail, and control. All references to the Agreement shall include this Amendment. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the date below.

**DISTRICT BOARD OF TRUSTEES BROWARD
COLLEGE**

By: _____

Title: _____

Print Name: _____

Date: _____

**WELLS FARGO BANK, N.A. & WELLS FARGO
MERCHANT SERVICES, L.L.C.**

By: _____

Title: _____

Print Name: _____

Date: _____

Confirmation Page

This Confirmation Page documents your acceptance of the Agreement. The following information summarizes portions of the Agreement in order to assist you in answering some of the questions most commonly asked.

- **Your fees for certain Services** set forth in this Agreement are based on the interchange rates set by the Card Organization. Any transactions that fail to qualify at your anticipated interchange levels will be charged an additional fee.
- **We may debit your bank account** for amounts owed to us.
- **Chargebacks** may occur for many reasons. When they occur we will debit your settlement funds or Settlement Account. For more details refer to the Operating Rules.
- **If you dispute any charge or funding**, you must notify us within 60 days of the date of the merchant statement with the disputed charge or funding.
- **The Agreement limits our liability to you** as described in the Terms and Conditions and applicable Schedules.
- **We have assumed certain risks** by agreeing to provide you with the Services. To mitigate our risk we may terminate the Agreement, hold monies otherwise payable to you, or take other actions as permitted in the Agreement.
- **Effective June 16, 2023**, we no longer offer the option to lease or rent additional payment processing devices for your current or new business locations, whether or not you leased or rented previously. By continuing to use our services on or after June 16, 2023, you are confirming your acceptance of these changes to your Merchant Agreement.
- **By entering into the Agreement** you are authorizing us to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us are satisfied.

Your IRS filing name: _____

By signing below, you acknowledge that you have received the Application, the Terms and Conditions (version WFB1023c), the Operating Rules, this Confirmation Page and Schedules all of which are incorporated into the Agreement. You represent and warrant that (a) all information provided in the Application is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of yours; and (b) the persons signing the Application and this Confirmation Page are authorized to bind you to all provisions of the Agreement. You accept the Agreement and agree to comply with all its terms. Upon our receipt of the signed Confirmation Page, the Application for merchant processing services will be reviewed. You understand that the Application is subject to our approval. A copy of the Terms and Conditions is available at wellsfargo.com/termscustom1023 and the Operating Rules is available at wellsfargo.com/operatingrules.

Authorized signer (please sign above)

Title

Printed name of authorized signer

Date

MERCHANT PROCESSING APPLICATION

Merchant #

File # 1303771

Loc. 1 of 20

TELL US ABOUT YOUR BUSINESS/OWNER'S INFORMATIONYour DBA/Outlet Name: **Broward College**Federal Tax ID number: **591216107**Your IRS Legal Filing Name: **District Board of Trustees Broward College**

DBA Address (No P.O. Box): 6400 NW 6th Way	Suite #	City: Fort Lauderdale	State: FL	Zip Code: 33309
Head Office Name: District Board of Truste	Contact Name: Jayson Iroff	Contact Phone: (954) 201-7507		
Head Office Address: 6400 NW 6th Way	Suite #	City: Fort Lauderdale	State: FL	Zip Code: 33309
Authorized Signor: Jayson Iroff	Title: CONTROLLER	Phone Number: (954) 201-7423	DOB:	
Business Address: 6400 NW 6th Way	City: Fort Lauderdale	State: FL	Zip Code: 33309	US Citizen/Resident: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Owner/Partner/Officer Name:	Title:	% of Ownership:	Phone Number:	Tax ID: DOB:
			0 -	--
Home Address:	City:	State:	Zip Code:	US Citizen/Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No
Owner/Partner/Officer Name:	Title:	% of Ownership:	Phone Number:	Tax ID: DOB:
			0 -	--
Home Address:	City:	State:	Zip Code:	US Citizen/Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No
Owner/Partner/Officer Name:	Title:	% of Ownership:	Phone Number:	Tax ID: DOB:
			0 -	--
Home Address:	City:	State:	Zip Code:	US Citizen/Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No
Owner/Partner/Officer Name:	Title:	% of Ownership:	Phone Number:	Tax ID: DOB:
			0 -	--
Home Address:	City:	State:	Zip Code:	US Citizen/Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No

Business Type: Sole Proprietorship Partnership Not for Profit Publicly Traded Private Corp.
 Government LLC

Mnth/Yr. Started: **09/01/1960** #. of Employees: **2000** State Incorp: **FL**
 Mag Swipe **50%** + Keyed Manually **50%** = **100%** POS Cardswipe/Imprint **90%**+ Mail Order **%**+ Phone Order **10%**
 Total Cash and Credit Sales: **\$100,000,000** + Internet **%** + Tradeshows **%** + Rec.Trans **%** = **100%**
 Business to Business: **1%** Total Annual MC/Visa Volume: **\$10,000,000**
 Business to Consumer: **99%** Total Annual Discover Volume: **\$750,000**
 Average Ticket/Sales: **\$150.00** Total Annual Amex Volume: **\$0.00**
 Maximum Ticket Amount: **\$10,000.00** Total Relationship Annual Card Volume: **\$10,750,000**

Product/Services You Sell: **College University**Do customers pay before receiving Products/Services? Yes No# of days between when card is charged and the Products/Services received: **0-7 days**Business Checking Account Number: **2020000443425**Transit Routing Number/ABA: **121000248**

For Non Wells Fargo Accounts:

Attach a Copy of Funding Check on Separate Page or Provide Blank Letterhead / Logo with Typed ABA/DDA/TIN/IRS Legal Filing Name Signed by a Bank Officer

Entitlement Option:

AVS, Business Track

Have you previously had an American Express SE Number ? Yes No American Express SE #

Does your business/organization participate in internet gambling or wagering ? Yes No

Legal Disclosures

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

Important Notice: You agree, in order for us to service the Account or to collect any amounts you owe, we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your Account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service the Account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us.

The signer(s) to this Merchant Processing Application (the "Application") hereby warrants and represents that it is authorized to sign this Application and provide the authorizations and consents set forth herein, and that the statements made in this Application are true and complete, including disclosure of all principals with twenty-five percent or more ownership in the Applicant. Each such signer(s) on behalf of him or herself and on behalf of the entity listed on this Application ("Applicant") authorizes Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, L.L.C. (collectively, "Wells Fargo") and/or its agent(s) to investigate the individual and business history of Applicant and each representative signing the Application, including obtaining consumer and/or business credit reports, in order to evaluate Applicant's acceptability into the merchant program and providing such credit information to others as needed for such purpose. If the Application is approved, Applicant also authorizes Wells Fargo to obtain subsequent consumer and/or business credit reports in connection with the maintenance, updating, renewal or extension of the Agreement. Applicant agrees to immediately notify Wells Fargo of any material changes in information provided in or in connection with this Application. Applicant and each signer to this Application agree that all business references contacted in connection with this Application, including financial institutions, may release any and all credit and financial information to Wells Fargo, and such information and any other information provided by Applicant or in connection with this Application, may be shared with Wells Fargo's affiliates. Applicant acknowledges having received and reviewed a copy of the Wells Fargo Privacy Policy, which includes a form for Applicant to communicate its privacy and solicitation preferences to Wells Fargo. Any unilateral alteration or modification made by Applicant or its representatives to the text of this Application shall be of no legal effect and at Wells Fargo's discretion may render this Application invalid. Applicant acknowledges that acceptance into Wells Fargo's merchant program is subject to final evaluation and approval by Wells Fargo in its sole discretion.

Applicant acknowledges having received and reviewed a copy of the attached Program Guide, the provisions of which are incorporated herein by reference. Applicant understands and acknowledges that upon the expiration of three (3) calendar days from the date set forth below or after Applicant submits to Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. (collectively "Wells Fargo") its first deposit for settlement, whichever comes first, (the "Rescission Period") Applicant will be bound by all provisions set forth in the Program Guide as it may be amended from time to time, unless Applicant notifies Wells Fargo in writing otherwise within the Rescission Period. Applicant further acknowledges and understands that it has an obligation to promptly contact Wells Fargo regarding any questions pertaining to any provision of the Program Guide, and that after the Rescission Period, it will be subject to any applicable early termination fees. Applicant further agrees that Applicant will not accept more than 30% of its card transactions via mail, telephone or Internet order.

DocuSign Envelope ID: E1F56FA9-98CB-4C10-AC38-CADED37C33CE Information stated in the "Tell Us About Your Business" section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This Merchant Application Checklist, Acknowledgement and Signature page also serves as a signature page to the Equipment Lease Agreement in Part II: Third Party Agreements of the Program Guide, if the Applicant is requesting a lease of equipment as more fully described in Part II: Third Party Agreements. The undersigned Applicant is the "Lessee" for purposes of such Equipment Lease Agreement. First Data Merchant Services Corporation is the Lessor for purposes of such Equipment Lease Agreement and, by signing below, you authorize Wells Fargo to perform services on behalf of First Data Merchant Services Corporation in connection with such Equipment Lease Agreement. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit and financial information to us. If the application is not approved for a merchant processing account with Wells Fargo, you acknowledge that you are withdrawing your Application for an Equipment Lease.

By signing electronically, Applicant and each individual signing this Merchant Processing Application and Agreement consent to the use of electronic signatures and records in connection with this Application and Agreement, the Personal Guaranty, and all related communications and agreements.

If you have chosen to accept American Express

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Amex Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Wells Fargo and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Wells Fargo and AXP and AXP's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200.

I understand that upon AXP's approval of the application, the entity will be provided with the Amex Agreement and materials welcoming it, either to AXP's program for Wells Fargo to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Wells Fargo servicing program that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Amex Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Amex Agreement."

To the extent you request merchant processing services for additional locations beyond those referenced in your application, the terms of your Merchant Processing Agreement shall apply with equal force and effect to such additional locations which are included within the definition of "Merchant".

Failure to provide an accurate Federal Tax Identification Number may result in a withholding of merchant funding per IRS regulations (See section 25.11 of your Program Guide for further information.)

Wells Fargo Merchant Services Terms and Conditions

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These Wells Fargo Merchant Services Terms and Conditions (Terms and Conditions), together with the Merchant Processing Application (Application), Pricing Terms, Operating Rules, Confirmation Page, and Attachments, as may be amended, (together, the Agreement) contain the terms and conditions of the Services provided to you.

1. Definitions

Capitalized terms used in the Agreement without definition will have the meanings stated in the Glossary attached as Appendix 1 or in the applicable schedule. The terms “you,” “your,” or “yours” refers to the Customer identified on the Application. The terms “we,” “us,” or “our” refer to Servicers unless indicated otherwise.

2. Services

Processor, Bank or their respective Affiliates, or third parties will provide the Services according with the terms of the Agreement. The Application will indicate the types of payments and Services you have initially selected.

3. Operating Rules; Card Organization Rules and Compliance, Amendments

You agree to follow all requirements of the Agreement and to comply with all applicable Card Organization Rules. We may amend the Operating Rules or these Terms and Conditions, by providing you with at least 20 days' prior written notice, and those provisions will be deemed incorporated into the 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 these Terms and Conditions and the Operating Rules, unless an alternate order of precedence is explicitly stated in the Operating Rules or these Terms and Conditions, these Terms and Conditions will govern.

Each Card Organization has developed Card Organization Rules that govern each of their Acquirers and Issuers and the procedures, responsibilities, and allocation of risk for this process. Each party is bound by applicable Card Organization Rules and applicable laws, rules, and regulations. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and for maintaining compliance with the Card Organization Rules. Card Organization Rules are available at <https://usa.visa.com/support/merchant.html>, www.mastercard.com/us/merchant/support, www.americanexpress.com, www.discovernetwork.com/merchants. These links may change from time to time.

4. Settlement of Card Transaction

- 4.1 We will only be required to settle Card transactions for Card types specified in the Application. Promptly after presentment of Sales Drafts, we will work to initiate a transfer of the applicable settlement funds to you.
- 4.2 All fees for Services are deducted as disclosed in your Pricing Terms Schedule or as otherwise communicated to you in accordance with the Agreement. All settlements for Card transactions will be net of credits, Summary Adjustments, applicable discount fees when due, Chargebacks and any other amounts then due from you. We may also setoff from any payments otherwise due, any amounts owed to any of our Affiliates, whether or not arising out of or related to the Agreement.
- 4.3 All credits to your Settlement Account or other payments to you are provisional and are subject to, among other things, our right to deduct fees, our final audit, Chargebacks (including our related losses) and Card Organization Fines. You agree that we may debit or credit your Settlement Account for any deficiencies, overages, fees and pending Chargebacks and any other amounts owed to us or any of our Affiliates. You further agree we can setoff 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.
- 4.4 We will not be liable for any delays in receipt of funds or errors in debit and credit entries.
- 4.5 In addition to any other remedies available to us under the Agreement, you agree that should any Event of Default (see Section 14.5) occur, we may, with or without prior notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or to become due to you pursuant to the terms of the Agreement, until we have had reasonable opportunity to investigate such event.
- 4.6 Transfers to and from the Settlement Account will be based on the account number and routing number that

you have supplied. We are not responsible for detecting errors in any Settlement Account information you provide, including the account numbers and routing numbers, even if any of those numbers do not correspond to the actual account or financial institution identified by name.

- 4.7 The Agreement is a contract under which 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 Chargeback, setoff, lien, security interest and our rights to withhold settlement funds under the Agreement, without regard to whether such items are applied to Claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

5. Exclusivity

During the term of the Agreement, you must use us as your exclusive provider of all Services.

6. Fees; Adjustments; Collection of Amounts Due

- 6.1 For the Services provided, you will be charged, and agree to pay us, the fees described in the Agreement, including the Application, the Pricing Terms Schedule and any additional pricing disclosures and any subsequent communications from us that modify your Pricing Terms Schedule or the Agreement. All fees will be calculated and payable according to the terms of the Agreement.
- 6.2 Fees for Services are based on assumptions associated with the anticipated annual volume and average transaction size for all Services described in the Agreement and your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust your fees for Services without prior notice.
- 6.3 Fees for Services may be adjusted from time to time to reflect:
- (a) any new fees or increases or decreases in the interchange and/or assessment portion of the fees, imposed by Card Organizations;
 - (b) the appropriate interchange level as is consistent with the qualifying criteria of each transaction submitted by you;
 - (c) increases in any applicable sales or telecommunications charges or taxes levied by any state, federal or local authority related to the delivery of the Services provided by us when the costs are included in the Service or other fixed fees;
 - (d) any pass-through increases or new fees charged to us by third parties related to the Services; or
 - (e) any combination of the above.

All adjustments are your responsibility to pay and will become effective upon the date implemented by the applicable Card Organization or third party or as specified in our notice to you.

6.4 Additional fee terms:

- (a) If you accept Debit Cards, in addition to the Debit Card Transaction Fees set forth in the Pricing Terms Schedule that may change from time to time, you are responsible for the amount of any fees imposed upon a transaction by the applicable debit network.
- (b) If applicable, a Monthly Minimum Processing Fee will be calculated beginning 30 days after the date your Application is approved as stated in your Pricing Terms Schedule.
- (c) Authorization Fees are charges that apply each time you communicate directly with Processor.
- (d) an Authorization /EDC Fee applies to all Visa, Mastercard and Discover approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, and batch entry transactions and includes any Transaction Fees and capture fees.

- 6.5 The fees for Services as shown on the Pricing Terms Schedule are based on the assumption that your Credit Card and Non-PIN Debit transactions will qualify at the anticipated interchange programs associated with your account. You may be charged higher fees if a transaction fails to qualify for your anticipated interchange programs or you accept a transaction other than anticipated for your account, including a different Card type, as well as any applicable surcharge for that transaction. If you accept a transaction other than the type anticipated for your account, including a different Card type, you will also be subject to current transaction fee(s) for the Card and/or transaction and be liable under this Agreement for the transaction to the same extent as you would be if it was an elected and approved Card type. For more information on Visa's and Mastercard's interchange rates, please go to www.visa.com and www.mastercard.com.
- 6.6 All Authorization fees will be charged for each transaction that you attempt to authorize. All capture fees will be charged for each transaction that you transmit to us for settlement. If you are billed a combined fee for both the Authorization and Capture of a transaction, the Authorization and Capture must be submitted as a single transaction, otherwise the authorization and the capture will each be charged separately. You are responsible for utilizing software or services that will correctly submit these transactions to achieve the indicated billing.
- 6.7 We may also increase our fees or add new fees for Services for any other reason at any time by notifying you 30 days prior to the Effective Date of the change or addition (subject to Section 14.4).
- 6.8 You may be charged for any changes referenced in Section 18.4 or any other changes requested by you or otherwise necessary related to account maintenance.
- 6.9 If you receive settlement via the Automated Clearing House (ACH), it will normally be electronically transmitted directly to the Settlement Account. You agree that any Settlement Account designated will be an account primarily used for business purposes. You agree to be bound by the current terms of the operating rules of the National Automated Clearing House Association, in effect at the time. For amounts due under this Agreement and any agreement with our respective Affiliates, you authorize us to:
- a) access information from the Settlement Account;
 - b) initiate credit or debit entries by bankwire or ACH transfer;
 - c) authorize your financial institution to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and
 - d) authorize your financial institution to provide such access and to credit or debit or to block the same to such account.
- This Authorization is without respect to the source of any funds in the Settlement Account, is irrevocable and coupled with interest. This authority extends to any equipment purchase agreements as well as to any fees, assessments and Chargeback amounts due to us under the terms of the Agreement, whether arising during or after termination of the Agreement. For each ACH that cannot be processed, all subsequent funding may be suspended until you either (a) notify Processor that ACHs can be processed or (b) a new electronic funding agreement is signed by you. Your Settlement Account must be able to process or accept electronic transfers via ACH. If you elect to receive settlement funds by wire transfer, we may charge a wire transfer fee per wire.
- 6.10 You will pay any Card Organization Fines imposed with respect to your acts or omissions. You are also responsible for any Card Organization Fines or other fines and fees imposed on us as a result of acts or omissions by your agents or third parties.
- 6.11 If any of your lines of business have excessive chargebacks in a given month, we reserve the right to assess excessive Chargeback fees in addition to any fees and fines passed through by the Card Organizations for all Chargebacks occurring in that month. Each estimated industry Chargeback percentage is subject to change from time to time by us in order to reflect changes in the industry Chargeback percentages reported by Visa, Mastercard, American Express or Discover. Your Chargeback percentage will be calculated as the larger of (a) the total Visa, Mastercard, American Express and Discover Chargeback items in any line of business in any calendar month divided by the number of Visa, Mastercard, American Express and Discover transactions in that line of business submitted that

month, or (b) the total dollar amount of Visa, Mastercard, American Express and Discover Chargebacks in any line of business received in any calendar month divided by the total dollar amount of your Visa, Mastercard, American Express and Discover transactions in that line of business submitted in that month.

6.12 You will promptly and carefully review your merchant statements or other documents provided or made available to you reflecting Card transaction activity, including activity in your Settlement Account. If you believe any adjustments should be made with respect to your Settlement Account, you must notify us by 60 days after any debit or credit is, or should have been affected or such shorter period as provided in these Terms and Conditions that govern such account. If you notify us after 60 days, we are not obligated to investigate or make any adjustments. Any voluntary efforts by us to assist you in investigating such matters does obligate us to continue such investigation or any future investigation.

6.13 If you do not pay us all fees and any other amounts due under the Agreement within 30 days of the date of our merchant statement or other statement stating the amount due, then we may charge you interest for such time that the amount and all accrued interest remain outstanding at the lesser of (a) the per annum rate equal to Bank's then current prime rate plus 2%, based on a 360-day year; or (b) the maximum rate permitted by applicable law.

6.14 **Other Debits.** We may also debit your Settlement Account or your settlement funds for the following:

- Card Organization Fines, or other obligations of any kind we may be assessed or any amount you are obligated to indemnify us;
- Debit for EDC batch error fee;
- Card Organization Merchant Chargeback/fraud monitoring fees – excessive Chargeback handling fees;
- shipping and handling fees;
- Chargebacks never posted to your account;
- fees for Services not previously assessed;
- reversal of deposit posted to your account in error;
- payment of current or past due amounts for any equipment purchase;
- debit for Summary Adjustment not previously posted;
- incorrect transaction date submitted;
- incorrect merchant descriptor (name and/or city, state) submitted;
- other Debit related fees;
- reversal of credit for deposit previously posted;
- Debit and/or fee for investigation and/or Chargeback costs related to this Agreement, or for costs related to our collection activities in an amount no less than \$100.00;
- failure of transaction to meet Member Controller Authorization Service (“MCAS”) – Cardholder account number on exception file;
- original transaction currency (foreign) not provided;
- travel voucher exceeds maximum value;
- currency conversion was incorrectly calculated; and
- 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.

7. Authorizations

If you contracted to use one of our Authorization Services, you must not use another third-party Authorization system without verifying they are properly registered with the Card Organizations. This can be done by notifying Customer Service and having them check the registration status. Otherwise, we will be unable to successfully research and defend any Authorization related Chargebacks on your behalf. This delay will significantly decrease your time to research and provide proof of Authorization, thus reducing your opportunity to reverse a Chargeback.

8. Chargebacks; Refunds and Credits

8.1 You are responsible for reimbursing us for all transactions you submit that are charged back, and for Chargebacks, return items, or other losses resulting from your failure to produce a Card transaction record requested by us within the applicable time limits. In addition to any Card Organization Fines, you are responsible for any Chargeback fees (as set forth in the Pricing Terms Schedule) or excessive Chargeback fees as determined by the Card Organizations.

8.2 You must not process a credit or refund for a transaction once a Chargeback is received.

9. Representations and Warranties Disclaimer

9.1 You represent, warrant, and covenant to us that:

- (a) each Card transaction is permissible under the Card Organization Rules by the Cardholder directly with you, represents a valid obligation for the amount shown on the Sales Draft, preauthorized order, or Credit Draft, and does not involve the use of a Card for any other purpose;
- (b) each Card transaction represents an obligation of the Cardholder for the amount shown;
- (c) the Card transaction amount is not subject to any dispute, setoff or counterclaim;
- (d) each Card transaction amount is only for merchandise or services (including taxes) sold, leased or rented by you pursuant to your business as indicated on the Application;
- (e) the merchandise or service was actually delivered or performed simultaneously upon your accepting and submitting the Card transaction for processing, except for any delayed delivery or advance deposit Card transactions expressly authorized by the Agreement;
- (f) you have no knowledge or notice of any fact, circumstances or defense that would indicate that any Card transaction is fraudulent or not authorized by the related Cardholder or would impair the validity or collectability of the Cardholder's obligation arising from such Card transaction or relieve the Cardholder from liability;
- (g) each Sales Draft is free of any alteration not authorized by the related Cardholder;
- (h) you cannot impose a surcharge for accepting a Card transaction without prior approval by us and the Card Organizations;
- (i) you cannot complete a transaction using your own personal Card for the purpose of receiving cash;
- (j) you have completed one Card transaction per sale; or one Card transaction per shipment of goods if the Cardholder agreed to partial shipments;
- (k) you are a validly existing legal Entity, in good standing and free to enter into the Agreement;
- (l) each statement made on the Application or other information provided to us is true and correct;
- (m) you are not doing business under a name not previously disclosed to us;
- (n) you have not changed the nature of your business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different Merchant Category Code (MCC), in a way not previously disclosed to us;

- (o) you will use the Services only for your own proper business purposes and will not resell, directly or indirectly, any part of the Services to any person;
- (p) you have not filed a bankruptcy petition not previously disclosed to us;
- (q) you own and control the Settlement Account, and no third-party security interest or lien of any type exists regarding the Settlement Account or any Card transaction;
- (r) you will not at any time during the Agreement, or until all amounts due under the Agreement have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or transaction proceeds to any person without our consent;
- (s) you are fully responsible for your employees, agents, representatives, including their actions and inactions related to this Agreement and the Services. You will provide adequate training and inform such individuals and Entities of their obligations hereunder and have written confidentiality agreements no less stringent than the confidentiality obligations contained herein; and
- (t) the Card transaction is not a payment for a product or service that violates federal, state or local law in any jurisdiction that may be applicable.

9.2 The Agreement is a service agreement. **We, our Affiliates and any third party related to the Services, disclaim all representations or warranties, express or implied, made to you or any other person or Entity. This disclaimer expressly disclaims any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, non-infringement or otherwise of any services or any goods provided incidental to the Services provided under the Agreement, including those provided by a third party. There are no warranties that the Services will be completely accurate, error-free or will be available without interruption.**

10. Exclusions of Damages and Limitations Liability

- 10.1 **Each party or their Affiliates or any of our or their respective directors, officers, employees, agents or subcontractors, or the Card Organizations, will not be liable to each other for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect) under the Agreement, regardless of whether these damages were foreseeable or a party was advised they were possible, under any legal theory. Card Organization Fines and other amounts for which you are liable under the Agreement (including amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under the Agreement) are not excluded by this Section.**
- 10.2 **Our aggregate liability for losses, obligations, claims, suits, breaches or damages arising from any cause (including, without limitation, Claims, specifically including, but not limited to Sections 10.3 or 17.2), regardless of the form of action or legal theory will be limited to the lesser of (a) \$50,000 or (b) the amount of fees received by us for Services performed in the immediately prior 12 months.**
- 10.3 **If it is determined that we have liability for delay in funding transactions for any reason, our liability 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 set by the Federal Reserve Bank of New York.**
- 10.4 **Bank is not responsible, and has no liability, for Non-Bank Services.**

11. Confidentiality

- 11.1 You will treat the Agreement, the Card Organization Rules and related information, and any other information supplied or otherwise made accessible by us or our affiliates, suppliers or agents as our confidential information, including without limitation: (a) information about the Services, including Non-Bank Services as provided in any form; (b) technical specifications, design, process, procedure, formula, or improvement; and (c) concepts, documentation, reports, data specifications, software, source code, object flow, charts, databases, inventions, know-how, and trade secrets, whether or not patentable or copyrightable.
- 11.2 You will not disclose our confidential information to any third parties without our written permission. If we consent, you may only disclose to those persons who have a need to know in connection with your performance under the

Agreement, subject to the requirements of the Agreement.

- 11.3 You must only use our confidential information to exercise your rights and to perform your obligations and must safeguard all confidential information using a reasonable degree of care but not less than the care used by you in safeguarding your own similar information or material.
- 11.4 Upon our request, you will return to us, or at our direction, destroy all our confidential information in your possession or control.
- 11.5 The restrictions within this Section do not apply to information that: (a) is or subsequently becomes publicly available (through no fault of yours); (b) you lawfully possesses before its disclosure; (c) is rightfully independently developed without reliance on the our confidential information; (d) is received from a third party that is not obligated to keep it confidential; or (e) is required to be disclosed by law, regulation or court order after giving us as much advance notice as possible and cooperate with us to seek a protective order or comply with Card Organization Rules.
- 11.6 The Agreement does not grant any right, license, interest, or title in, to or under our confidential information to you. No license is granted to you under any patent, trademark, copyright, trade secret or other proprietary rights of ours. All confidential information and intellectual property rights, title, and interest related to Services owned, developed or licensed by us prior to, during or after the Agreement, or employed by us in connection with the Services and any updates, changes, alterations, or modifications to or derivative works from such intellectual property, will remain our exclusive property (including: Marks, software, content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods, and any updates, changes, alterations, or modifications to or derivative works from the intellectual property). All rights, title and interest associated with the Services not expressly granted by us in the Agreement are deemed withheld. You will not assign the rights to use the Marks of Bank, Processor, our Affiliates or Card Organizations.
- 11.7 You will not:
- (a) use the Services in any way other than in accordance with the Agreement, any supplied documentation, or as otherwise instructed by us in writing;
 - (b) use the Services, either directly or indirectly, to develop any service or product that competes with the Services;
 - (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 Services;
 - (d) modify, translate, or alter the Services in any manner;
 - (e) create derivative works of or based on the Services;
 - (f) disclose or provide the Services to, or permit the Services 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 Services, except for (i) backup/archival purposes, or (ii) only with respect to any supplied documentation, as reasonably necessary to facilitate use of the Services as long as any such copies contain all appropriate proprietary notices;
 - (h) remove, relocate, or modify any proprietary rights notices relating to the Services;
 - (i) access or attempt to access portions of the Services 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 Services for any unlawful purpose;
 - (l) use, access, transfer, move, relocate, ship, or transship the Services outside of the United States without

obtaining our advance written consent; or

(m) circumvent, or attempt to circumvent, any applicable security measures of the Services.

- 11.8 You agree that we may obtain relevant information from any applicable telecommunications provider you use, to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Services.

12. Use of Cardholder Information and Card Organization Information Restrictions

- 12.1 Unless you obtain consent from us and each applicable Card Organization, Issuer and Cardholder or pursuant to a court or governmental agency request, subpoena or order, you will not use, disclose, store, sell or share any Cardholder information obtained in connection with a Card transaction except for purposes of authorizing, completing and settling Card transactions and resolving any issues involving Card transactions. You will use proper controls for, limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. You will not retain or store Magnetic Stripe data or Card Verification codes after a transaction has been authorized. If you store any electronically captured signature of a Cardholder, you will not reproduce the signature except upon our specific request.
- 12.2 You will not obtain ownership rights in any information relating to and derived from Card transactions or any Card Organization information (including BINs/ICAS and other identifiers) and you must keep such information confidential and secure in accordance with the Agreement. 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 your business, you will return or provide us with acceptable proof of destruction of all Card transaction information.
- 12.3 We will keep confidential any information we receive from you via its use of the Services. Exceptions are that we may disclose such information (a) to third parties as appropriate to provide the Services; (b) to our internal and external auditors, attorneys and regulators; (c) as required or permitted by law, regulation or court order; and (d) to our respective Affiliates as appropriate. In addition, we may use data collected as part of performing payment processing or other transaction-related Services for you for the purpose of providing additional products and Services to you (Transaction Data), other merchants, or third parties. This includes Cardholder information and other Transaction Data to provide you with analytic products and Services. This also includes collecting and using Transaction Data anonymized and aggregated with other merchants' Transaction Data to provide you, other merchants, and third parties with analytic products and Services.

13. Assignments

- 13.1 You may not transfer or assign the Agreement without our prior written consent. This restriction includes any transfer of voting interests that constitute a Change of Control of you or your parent. Any such transfer or assignment is voidable by us. You will indemnify and hold us harmless from all liabilities, Chargebacks, expenses, costs, our fees and Card Organization Fines arising from such transferee's or assignee's Submission of Card transactions to us.
- 13.2 The payment Services we provide require access to a single bank account where we may initiate both credits and debits. You may not enter into any agreement that requires the transfer of any payments or proceeds from Card transactions to the custody or control of any third party. You may not assign any rights under the Agreement. If you make an assignment of (or provide a security interest in) receivables covered by the Agreement, then we may elect to (a) refuse to acknowledge such assignment unless accompanied by an Authorization to both initiate debits or credits to the assignee's bank account; (b) terminate the 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.
- 13.3 We may substitute Bank for another Visa, Mastercard and debit network member. Such Visa, Mastercard and debit network member will be responsible for all obligations required of Bank for Visa and Mastercard transactions, including full responsibility for its Card program and other obligations as may be expressly required by Card Organization Rules. Subject to Card Organization Rules, we may assign or transfer the Agreement and our rights, duties and obligations, in whole or in part, and may delegate or subcontract our rights, duties and obligations, in whole or in part, to any third party, without notice to you or your consent.

13.4 Except as written elsewhere in this Section, the Agreement is binding upon successors and assigns and will take effect to the benefit of those parties. No assignee has any right to continue, assume or assign the Agreement for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of your assets or business.

14. Term and Termination

14.1 The Agreement is effective on the Effective Date.

14.2 The initial term of the Agreement will continue for three years from the date you submit your first transaction to us. After the initial term is complete, the Agreement will renew annually for one year terms until you provide written notice at least 90 days prior to the end of the current term or we provide you with notice in accordance with the Agreement. If you do not notify us in writing of your request to terminate, you acknowledge and agree you will continue to be charged fees pursuant to the Agreement regardless of account inactivity. If you have an equipment lease, termination of the Agreement will not terminate your lease or change any of your obligations under that lease (including your obligation to make monthly lease payments).

14.3 We may terminate the Agreement or any Attachment at any time and for any reason by providing 20 days prior written notice. We may terminate the Agreement immediately or with shorter notice if there is an Event of Default (see Section 14.5).

14.4 You may terminate the Agreement without penalty in the event of a material breach by us. If we notify you of any new fees or fee increases as provided in Section 6.8, you may terminate the Agreement by notifying us prior to the Effective Date of such new fees or increases. However, maintaining your merchant account or continuing to use the Services after the Effective Date of the fee changes will be considered your acceptance of the fee changes.

14.5 An Event of Default is any one of the following:

- (a) a material adverse or other change in your business, merchant profile, financial condition or business prospects;
- (b) you change Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different MCC under Card Organization Rules, in a way not previously disclosed to us;
- (c) any transaction or series of transactions we deem voidable under Section 13.1;
- (d) a Change of Control of you or your parent organization or a sale of all or a substantial portion of your assets;
- (e) you have irregular Card sales or excessive Chargebacks, or you are in 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 incident, nonconformance with any applicable data security standards, as determined by us, any Card Organization, or any other Entity, or any other circumstances which may increase our exposure or present a financial or security risk to us, including your processing transactions for a business type we have designated as unqualified;
- (f) you breach any of your representations, warranties or covenants in the Agreement; or you default in the performance or observance of any term, covenant, condition or agreement in the Agreement, including, the establishment or maintenance of funds in a Reserve Account (see Section 15);
- (g) you default in the performance or observance of any term, covenant, or condition contained in any agreement with any of our respective Affiliates;
- (h) you default in the payment when due of any material indebtedness for borrowed money;
- (i) your independent certified accountants shall refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries;
- (j) you file, or have another party file, a petition under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a

receiver, custodian, trustee or liquidator of you or of a substantial part of your property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

- (k) you violate any applicable law or Card Organization Rules, or we reasonably believe that termination of the Agreement or suspension of Services is necessary to comply with any law. This includes the rules and regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC); or you breach Section 21, as determined by us.

Then, upon the occurrence of (1) an Event of Default specified in items (d), (e), (g), (h), (j), or (k) above in this Section, we may consider the Agreement to be terminated immediately, without notice, and all amounts payable are immediately due and payable in full without demand or other notice of any kind, and (2) any other Event of Default, the Agreement may be terminated by us giving not less than 10 days notice to you, and upon such notice all amounts payable will be due and payable on demand.

- 14.6 The provisions of the Agreement which require or are meant to survive the termination of the Agreement, or be irrevocable or perpetual, to give them full force and effect, will survive the termination of the Agreement. All rights of action arising from the Agreement, all your obligations to pay or reimburse us for any obligations associated with transactions you have submitted to us and any remedies for such Claims will survive termination of the Agreement until paid in full and settled.
- 14.7 If any Event of Default occurs, and regardless of whether it has been cured, we may exercise all of our rights and remedies under applicable law and the Agreement, including exercising our rights under Section 15.
- 14.8 If 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 Services, you must open new accounts to distinguish pre and post filing obligations. As long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent setoff of the pre-existing obligations. In that event, you are responsible for submitting an accounting supporting any adjustments that you may Claim.
- 14.9 The Card Organizations often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If the Agreement is terminated for cause, we may be required to report your business name and the names and other information regarding its principals to the Card Organizations for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of an Event of Default or for any reason specified as cause by the applicable Card Organization. You agree to waive and hold us harmless from and against all Claims that you may have as a result of such reporting.
- 14.10 After termination of the Agreement, you will continue to bear total responsibility for all Chargebacks, Card Organization Fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to the Agreement, and all other amounts then due or which become due under the Agreement.
- 14.11 If we determine your merchant account is inactive, we may cancel the Agreement without further notice. Inactivity will be determined by an extended period of time with no transactions processed by us on your behalf.

15. Reserve Account; Security Interest

- 15.1 You authorize us to establish a Reserve Account, in any amount in our discretion, to help mitigate our risk exposure under the Agreement. You are obligated to fund this account pursuant to this Section. We will set the amount of the Reserve Account based upon your processing history (where applicable) and the potential risk of loss to us we determine in our sole discretion from time to time.
- 15.2 The Reserve Account must be fully funded upon three days' notice to you. In instances of fraud, suspected fraud or an Event of Default, funding must be immediate. The Reserve Account may be funded by all or any combination of the following:
 - (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates maintained in the name of you, any of its principals, or any of its guarantors, or if any of the same are authorized

- signers on such account;
- (b) any payments due to you;
- (c) you provide us an unconditional letter of credit, subject to our acceptance;
- (d) if we agree, your pledge to us of a freely transferable and negotiable certificate of deposit; or
- (e) other collateral we deem acceptable at our discretion.

Any letter of credit or certificate of deposit will be issued or established by a financial institution acceptable to us and in a form we find satisfactory.

When the Agreement is terminated or expired, an immediate Reserve Account may be established without prior notice in the manner above. We will hold a Reserve Account for the greater of 10 months after termination of the Agreement or longer consistent with our liability for your Card transactions and Chargebacks in accordance with Card Organization Rules. We will hold these funds in master account(s) with your funds allocated to separate subaccounts. Unless specifically required by law, you are not entitled to interest on funds we hold in a Reserve Account.

- (a) If your funds in the Reserve Account are insufficient to cover the Chargebacks, adjustments, fees and other charges and amounts you owe, or if the funds have been released, you must promptly pay us such sums upon request. To secure your obligations to us and our Affiliates under the Agreement and any other agreement for equipment products or Services (including obligations for which payments which are subsequently invalidated, declared fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, any law or equitable cause), you grant to us a first priority lien and security interest to the Reserve Account and any of your funds for your Card transactions processed by us, whether due now or in the future. Any amounts we hold now or in the future may be commingled with other funds of ours or, with any other funds of other customers of ours. You expressly waive any notice or demand and authorize us to, at any time, setoff, recoup and to appropriate and to apply any such funds against and on account of your obligations to us and our Affiliates under this and any other Agreement for any related equipment or related Services (including any Check Warranty and Check Verification Services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured, or unmatured. You will execute and deliver to us such instruments and documents we may reasonably request to perfect and confirm the lien, security interest, right of setoff, recoupment, and subordination.
- (b) Any funds held in a separate Reserve Account (Control Account), will be subject to (1) our security interest pursuant to this Section 15, and (2) an account control agreement (Control Agreement) as defined by the Uniform Commercial Code) between you, the institution holding the Reserve Account (Reserve Account Bank), and us. The Control Agreement will be satisfactory to us in form and substance. The Reserve Account Bank will be a national bank mutually acceptable by the parties.
- (c) In the event we deduct, holdback, suspend, or setoff any amounts due to you under the Agreement (together, Setoff Funds), you acknowledge that the Setoff Funds will be held in our commingled Reserve Account(s) unless such Setoff Funds are wired or deposited by us into any Control Account, in which case we will transfer will occur as soon as practicable using commercially reasonable efforts.
- (d) To replace or in addition to the first priority lien and security interest in the Reserve Account you may grant us a first priority lien and security interest in and to one or more certificates of deposit. In that case, the certificates of deposit will be uncertificated and subject to an Acknowledgement of Pledge of Certificate of Deposit and Control Agreement (the Certificate of Deposit Control Agreement) by, among you, us and the financial institution that has established and issued the certificate of deposit. The form of the Certificate of Deposit Control Agreement and the financial institution that will establish and issue the certificate of deposit must be acceptable to us.

16. Financial and Other Information

- 16.1 You will provide us and our Affiliates with financial statements covering any period and types of information promptly and as we otherwise may request. Those financial statements will be prepared in accordance with generally accepted accounting principles. You will also provide other financial statements and information about your business and your compliance with the Agreement as we may reasonably request. You authorize us and our

Affiliates to obtain financial and credit information about you from third parties to help us determine whether to accept the Agreement and for our continuing evaluation of your financial and credit status. You authorize us to access and use information which you have provided to Bank for any other reason. Upon request, you will provide us, our Affiliates, Card Organizations, or our regulators' reasonable access to your or your providers' facilities and records for the purpose of performing any inspection and/or copying of your books and records deemed appropriate. As to the financial records, this subsection will not be in force as long as you provide Bank, with your current financial statements (e.g., as a requirement of your lending or other commercial relationship) and Bank is permitted to disclose your financial statements and other underwriting documents to Processor upon request. You are obligated to satisfy the requirements of this Section if you terminate your commercial lending relationship with the Bank.

- 16.2 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 days after you become aware of the above.

17. Indemnification

- 17.1 You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses arising from or related to:
- (a) the inaccuracy or untruthfulness of any representation or warranty, any breach, or any misrepresentation by you under the Agreement;
 - (b) your or your employees' or agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders;
 - (c) your use of the Services; or
 - (d) any third party indemnifications we are obligated to make as a result of your actions.
- 17.2 We will indemnify you and hold you harmless from and against all losses, liabilities, damages and expenses resulting from:
- (a) any breach or misrepresentation by us under the Agreement; or
 - (b) our or our employees' gross negligence or willful misconduct in connection with the Agreement.
- 17.3 The indemnification obligation in Section 17.2 will not apply to Bank with respect to Non-Bank Services.

18. Account Changes

- 18.1 **Settlement Account Number.** If you change the Settlement Account in which you receive funding, you must call Customer Service or your Account Manager immediately. If you accept payment types other than Visa, Mastercard, Discover and American Express (such as TeleCheck), you are also responsible for contacting the Card Organizations or companies governing those payment types to notify them of this change.
- 18.2 **Change in Your Legal Name, Ownership or Structure.** You must call Customer Service or your Account Manager to request a new Agreement.
- 18.3 **Company DBA Name, Address or Telephone/ Facsimile Number.** If you change your company or location DBA name, street address, email address, telephone, or facsimile number, you must send the request in writing to the address on your statement.
- 18.4 **Merchant Profile.** You must notify us immediately of any change to the information on file with us in your merchant profile, including:
- (a) any new lines or types of business;
 - (b) change in ownership;

- (c) the opening, closing, or liquidation of business or any location;
- (d) change in Card processing method;
- (e) voluntary or involuntary party to a bankruptcy case;
- (f) if you enter into a loan or other agreement with a third party that may affect the Agreement;
- (g) change from a business that exclusively conducts card-present retail sales to one that accepts Card sales by mail, phone or through a website; and
- (h) change to any other information within the Application.

19. Special Provisions Regarding Non-Bank Services

- 19.1 **Non-Bank Services.** The Terms and Conditions of the Agreement apply to Non-Bank Services, except as otherwise described in the schedules. You agree to pay Processor any processing fees described in the Agreement. You authorize us to share information from the Application with the Card Organizations and any other related Non-Bank Services organization.
- 19.2 If you accept JCB, Diners Club International, UnionPay, BCard, and DinaCard cards, you agree to the Discover provisions of the Agreement. You also agree that JCB, Diners Club International, UnionPay, BCard, and DinaCard transactions will be processed according to Discover Card Organization Rules.

20. Additional Rules and Requirements

- 20.1 **Certain Rules and Requirements.** The following Rules are strictly enforced by the Card Organizations:
- Your minimum Credit Card acceptance amount cannot exceed \$10.00. This must apply to all Credit Cards. You may not establish a maximum amount as a condition for accepting a Card unless you are a federal government Entity or institution of higher learning. The exception is that you may limit the maximum amount a Discover Cardholder may spend, only if you have not received a positive Authorization response from the Issuer. You may not set a minimum transaction amount limit for Debit Cards (PIN Debit or Non-PIN Debit). You cannot impose a surcharge or fee for accepting a Debit Card.
 - You cannot establish any special conditions for accepting a Card.
 - You cannot require the Cardholder to supply any personal information (e.g., home or business phone number or address including zip code; or driver's license number) unless instructed by the Authorization Center. The exception to this is for mail, phone, and e-Commerce orders or delivery-required transactions, or as otherwise permitted by applicable law. Any information supplied by the Cardholder must not be in plain view on mailings.
 - Any tax to be collected must be included in the total transaction amount and not collected in cash.
 - You cannot submit any transaction representing the refinance or transfer of an existing Cardholder obligation deemed uncollectible, for example, a transaction that has been previously charged back, or to cover a dishonored check.
 - You cannot accept a Visa Consumer Credit Card or commercial Visa Product, issued by a U.S. Issuer to collect or refinance an existing debt.
 - You must create a Sales Draft or Credit Draft for each Card transaction and give a copy to the Cardholder.
 - If you accept Card checks, your Card check acceptance policy must be the same for all payment card brands. You should handle these Card checks like any other personal check from a U.S. bank.
 - Failure to comply with any of the Card Organization Rules may result in fines or penalties.
 - You will tell the Cardholder that you are responsible for the Card transaction including your goods and services and for related customer service, dispute resolution, and performance of the terms and conditions of the

transaction.

You may:

- Direct customers to a particular brand or type of general purpose Card or a particular form of payment. U.S. merchants may also encourage customers who present a Visa Card to use a payment Card with a different network brand, a different type of payment Card, or a different form of payment.
- Provide a discount or incentive for a consumer to pay with cash, check, Credit Card, Debit Card, etc., and you must clearly disclose the discount to consumers. You must offer the discount to all consumers and you cannot discriminate based upon Card brand or Card Issuer.
- Offer a discount or rebate, including an immediate discount or rebate at the point of sale.
- Offer a free or discounted product, service, or enhanced service.
- Offer an incentive, encouragement, or benefit.
- Express a preference for a particular brand or type of general purpose Card or a particular form of payment.
- Tell a customer your reasonably estimated or actual costs when they use a particular brand or type of general purpose Card or a particular form of payment, or the relative costs of using different brands or types of general purpose Cards or different forms of payment.
- Accept Visa Consumer Debit and Visa Business Debit Card products including prepaid Cards to collect or refinance an existing debt; or you may engage in any other practices substantially the same as the above.

20.2 Card Organization Monitoring. Mastercard, Visa, Discover, and American Express have guidelines, merchant monitoring programs and reports to track merchant activity such as excessive credits, fraud and Chargebacks, and increased deposit activity. If you exceed the guidelines or engage in practices that could circumvent such monitoring programs or submit suspicious transactions as identified by a Card Organization or any related program or reports, you may be subject to:

- (a) changes to you operating procedure requirements;
- (b) incremental Chargebacks and/or increased fees;
- (c) settlement delay or withholding;
- (d) termination of your Agreement; or
- (e) audit and imposition of Card Organization Fines

21. Data Security

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING THE PROTECTION OF CARDHOLDER INFORMATION AND TRANSACTION 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.

21.1 Payment Card Industry Data Security Standards (PCI DSS). Visa, Mastercard, Discover and JCB and American Express aligned data security requirements to create a global standard for the protection of Cardholder information and Transaction Data (see Section 12). 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. You must comply with the Cardholder information security programs shown below, along with websites where you can find more detailed information:

- Visa: The Cardholder Information Security Program (CISP) - www.visa.com/cisp
- Mastercard: The Site Data Protection (SDP) program - www.mastercard.com/sdp

- Discover: Discover Information Security and Compliance (DISC) - <http://www.discovernetwork.com/fraudsecurity/disc.html>
- American Express: Data Security Requirements (DSR) is American Express' data security program - www.americanexpress.com/merchanttopguide

Each program is based on the PCI DSS and industry aligned validation requirements. PCI DSS PCI compliance validation is focused on Merchant Equipment (as defined below) where Cardholder information and Transaction Data is processed, stored, or transmitted, including:

- all external connections into your network (e.g., employee remote access, third party access for processing, and maintenance);
- all connections to and from the Authorization and settlement environment (e.g., connections for employee access or for devices such as firewalls, and routers); and
- any data repository outside of the Authorization and settlement environment.

For this Section 21, Merchant Equipment means all equipment you use in connection with Card Authorization, clearing, completing, settling, transmitting or other related processing. This includes 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, Merchant Providers, or other persons or Entities.

The Card Organizations or we may impose fines or penalties, or restrict you from accepting Cards if we find that you are not compliant with the applicable data security requirements. We may suspend or terminate Services under the Agreement for any actual or suspected data security compromise in our sole discretion. You will not request any Authorizations, submit any Sales Drafts or Credit Drafts 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 Authorizations, Sales Drafts or Credit Drafts.

Detailed information about PCI DSS, can be found at the PCI DSS Counsel's website: www.pcisecuritystandards.org. These links and the information therein may be updated and change from time to time. You must monitor for changes and/or notify us if you cannot access the information.

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

- install and maintain a secure firewall configuration to protect data;
- protect stored data;
- encrypt transmission of data sent across open/public networks, using methods indicated in the Payment Card Industry Data Security Standard (PCI DSS) which is available at www.pcisecuritystandards.org,
- comply with the obligations of the Cardholder information and Transaction Data security programs referenced above;
- use and regularly update anti-virus software and keep security patches up to date;
- 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;
- regularly test security systems and processes;
- maintain a policy that addresses information security for employees and contractors;
- restrict physical access to Cardholder information;
- destroy or purge all Media containing obsolete Transaction Data with Cardholder information;

- 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; and
- use only those services and devices that have been certified as PCI-DSS compliant by the Card Organizations and by approved vendors.

21.3 Compliance Audits. We may periodically validate your compliance with PCI DSS standards. We have the right to conduct an audit at your expense, performed by us or a third party we designate, to verify compliance by you, your agents or Merchant Providers, with security procedures and the Agreement. Upon request, you will provide us with copies of all reports developed by your forensic vendor(s), and you will ensure that we have direct communication access with them.

21.4 Immediate Notice Required. If you know or suspect that Transaction Data or Cardholder information or other confidential information or system has been accessed, disclosed or retrieved by any unauthorized person, you must contact us immediately or within 24 hours after becoming aware of that activity.

21.5 Investigation. You must, at your own expense:

- perform or arrange for an independent investigation, including a forensics analysis by a certified forensic vendor acceptable to us and the Card Organizations, of any data security incident of Card or Transaction Data;
- provide a copy of the certified forensic vendors final report regarding the incident to us and the Card Organizations;
- perform arrange for any remedial actions recommended by any such investigation; and
- cooperate with us in the investigation and resolution of any security incident.

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 throughout the investigation until completion so that it may immediately conduct an examination of your equipment (such as a POS device), your Merchant Providers' procedures and records, and issue a written report of its findings.

21.6 Required Information for Discover Data Security Incidents. For security incidents involving Discover transactions and/or track data, you must provide us and/or Discover with:

- date of data security incident;
- details concerning the data compromised (e.g., account numbers and expiration dates, Cardholder names and addresses, etc.);
- the method of the data security incident;
- your security personnel contacts;
- names of anyone (including law enforcement) assisting you with your investigation of such data security incident; and
- any other information which we reasonably request from you, including forensics reports.

You will provide this information as soon as practicable, and the items listed in (a)-(e) within 48 hours of your initial notification to us of the data security incident.

21.7 Merchant Providers.

- The data security standards in this Section 21 also apply to Merchant Providers. Before you engage any Merchant Provider, you must provide to us in writing their (1) legal name; (2) contact information; and (3) intended function. You agree that you will not use, or provide Cardholder information or Transaction Data access to, any Merchant Provider until you receive our approval and, if required, confirmation that they are registered with applicable Card Organizations. You must ensure that you and Merchant Providers comply with: (1) the registration process which can involve site inspections, background investigations, provision of financial

statements, and any other information required by a Card Organization; (2) the periodic and other reporting required by a Card Organization; and (3) all applicable Card Organization Rules, including those requiring security of Cardholder information and Transaction Data. You may allow Merchant Providers access to Cardholder information and Transaction Data only for purposes authorized under the Card Organization Rules. You are responsible for all our costs and expenses associated with our review, approval, certification, recertification, and registration of any Merchant Providers.

- (b) Your use of the Services, equipment, software, systems, materials, supplies or resources of third parties for your Card transactions processing, including Merchant Providers and any third-party lessors or licensors, will not affect your obligations under the Agreement to us.
- (c) We are not liable or responsible 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 (1) determining whether they can meet your needs and standards; (2) their actions, inactions and compliance with the terms of the Agreement and the Card Organization Rules; and (3) any and all fees, costs, expenses and other obligations owed to them by you or owed by them to us or to Card Organizations.

21.8 **Costs.** If any Card Organization, regardless of any forensic analysis or report, determines you or a Merchant Provider (or other person used by you) are the likely source of any loss, disclosure, theft or compromise of Cardholder information, Transaction Data or other Card transaction related information (together, Compromised Data Events) and regardless of your belief that you have complied with the Card Organization Rules or other security precautions and are not responsible for the Compromised Data Event, you must promptly pay us for all related expenses, claims, assessments, Card Organization Fines, losses, costs, and penalties and Issuer reimbursements imposed on us by the Card Organizations (together, Data Compromise Losses). In addition, you must also pay us promptly for all expenses and claims, demands, inquiries, or controversy including all Claims made by Issuers against us alleging your responsibility for the Compromised Data Event, apart from any claim procedures administered by the Card Organizations.

22. Other Terms

- 22.1 **Choice of Law.** Our Agreement will be governed by the laws of the State of New York, without regard to its choice of law provisions.
- 22.2 **Venue.** The exclusive venue for any actions or Claims arising under or related to the Agreement will be in the appropriate state or federal court located in Suffolk County, New York.
- 22.3 **Waiver of Jury Trial.** 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 the Agreement.
- 22.4 You agree that any lawsuit or other action you may wish to bring against us to adjudicate Claims arising under the Agreement must be commenced and filed by you within one year of the date on which your Claim first accrued. If you do not act within this time period, the action will be barred, without regard to any other limitations period set forth by law or statute.
- 22.5 **Additional Locations.** You agree that any additional location(s) that you request to be added are subject to the Agreement.
- 22.6 **Force Majeure.** No party will be liable for any default or delay in the performance of its obligations under the Agreement if caused, directly or indirectly, by:
 - fire, flood, earthquake, elements of nature or other acts of God;
 - any terrorist attacks or outbreak or escalation of hostilities, war, riots or civil disorders in any country;
 - any act or omission of the other party or any government authority;
 - any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or
 - the nonperformance by a person for any similar cause beyond the reasonable control of such party, including failures or fluctuations in telecommunications or other equipment.

The non-performing party will be excused from any further performance and obligations only for as long as these circumstances prevail and the party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable. However, your failure to receive payment of funds from a person or Entity will not excuse the performance of your obligations to us under the Agreement.

22.7 Compliance with Laws. In performing its obligations under the Agreement, each party agrees to comply with all laws and regulations applicable to such party. You agree to cooperate and provide information requested by us, to facilitate our compliance with any applicable law, including the Rules and regulations made known by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC). You must not use your merchant account for any illegal purpose, including “restricted transactions” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. You represent and warrant that you will not submit such restricted transactions for processing. You further agree that you will not use your merchant account or the Services for illegal transactions for example, any other illegal transactions or those involving any person listed on OFAC 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 OFAC or in connection with illegal activity of any kind.

If we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit the transaction, we may close the account or end the relationship, and we may seek any other remedies available to us under the Agreement or otherwise.

22.8 Notices. All legal notices required or permitted under the Agreement (other than those involving normal operational matters relating to processing Card transactions) will be in writing, to you at your address appearing in the Application or via electronic communications as described in Section 22.16, including to the e-mail address you have provided on the Application. Notices and communications to us should be sent as follows:

If to Processor, send to: Wells Fargo Merchant Services, LLC
P.O. Box 6079 Concord, CA 94524
Attn: Merchant Services

with a copy to: Wells Fargo Merchant Services, LLC
3975 N.W. 120th Avenue
Coral Springs, FL 33065
Attn: General Counsel’s Office

If to Bank, send to: Wells Fargo Bank, N.A.
P.O. Box 6079 Concord, CA 94524
Attn: Merchant Services

Notices will be deemed to have been given (a) if sent by mail or courier, the earlier of five days after mailing of when actually received or, in the case of courier, when delivered; or (b) if sent by facsimile machine when the confirmation copy is actually received, or (c) if sent by email to the email address as set forth on the Application hereto, on the date of transmission at or prior to 5:00 p.m. Eastern Time on a Business Day or, if sent after that time or on day that is not a Business Day, the next Business Day after the date of transmission . Notice given in any other manner will be effective when actually received. Notices sent to your last known address or e-mail address in our records will constitute effective notice to you under the Agreement.

In addition to the notices above: all bankruptcy or collection related notices must be sent to the following address:

Wells Fargo Merchant Services Dept.
3975 N.W. 120th Avenue
Coral Springs, FL 33065
Attn: Bankruptcy, and Collection Notifications

All notices must include the related merchant name and merchant number. Failure to provide notice to this address or

include this pertinent merchant information will be deemed ineffective.

- 22.9 **Headings.** The headings contained in the Agreement are for reference only and do not affect the meaning of any provision of the Agreement.
- 22.10 **Severability.** The parties intend every provision of the Agreement to be severable. If any part of the Agreement is deemed not enforceable, the remaining provisions will remain valid and enforceable.
- 22.11 **Entire Agreement; Waiver.** The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any previous agreements and understandings. A party's waiver of a breach of any term or condition of the Agreement will not be deemed a waiver of any subsequent breach of the same or another term or condition.
- 22.12 **Amendment.** We may modify the Agreement by providing written notice to you. You may choose not to accept the modification by terminating the Agreement within 20 days of receiving notice. For purposes of this Section, in addition to electronic communications, including email, an electronic or "click-wrap" notice intended to modify or amend the Agreement and which you check "I Accept" or "I Agree" or otherwise electronically accept, will also constitute a written notice. This Section does not apply to fee changes, which are governed by Section 6.3.
- 22.13 **Third Party Beneficiaries.** Our respective Affiliates and any persons we use in providing the Services are third party beneficiaries of the Agreement and each of them may enforce its provisions. Except as specifically noted, nothing in the Agreement confers 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 the Agreement.
- 22.14 **Card Organization Rules.** The parties acknowledge that the Card Organization Rules give each network certain rights to require termination or modification of the Agreement with respect to transactions involving their Cards and systems and to investigate you. 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 the Agreement's applicability to transactions involving such other Cards.
- 22.15 **Publicity.** You may not use the logo, name, trademark, or service mark of Processor or Bank in any manner, including in any advertisements, displays, or press releases without the prior written consent of Processor and Bank, respectively.
- 22.16 **Electronic Communications and E-Sign Consent Agreement.**
- (a) **Execution.** To facilitate execution, the documents that comprise the Agreement may be executed by a Party in the form of an "Electronic Record" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("ESIGN Act")). This Agreement may be executed in as many counterparts as may be required to reflect all Parties' assent, 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.

By signing the Confirmation Page, you consent that:

- We can send you disclosures and other information about your legal rights and duties electronically.
- Your electronic signature (via "click-through" or other method) has the same effect as if you signed in ink.
- We can send all communications, billing statements, amendments, notices, documents, disclosures, or other information regarding the Services (together, Disclosures) to you electronically (a) to the last known email address you provide, which will be the email address identified on the Application, unless you subsequently notify us that you have a new e-mail address; (b) by access to a website designated in an email notice we send to you; or (c) by access to a website that we will generally designate in advance.
- You can print a copy of the Disclosure or download the information for your records.
- This consent applies to all future Disclosures sent to you in connection with the Services, the Agreement, or

your use the Services as defined in the Agreement.

(b) **Legal Effect.** You agree that electronic Disclosures have the same meaning and effect as if we provided paper Disclosures to you. When we send you an email or other electronic notification alerting you that the Disclosure is available and makes it available online, that will have the same meaning as if we provided a paper Disclosure to you, whether or not you choose to view or print or download the Disclosure.

22.17 **IRS Reporting.** Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities and third-party settlement organizations are required to file an information return with the IRS for each calendar year, reporting all payment Card transactions and third-party network transactions with merchants occurring in that calendar year. Accordingly, you will receive a Form 1099K reporting your Gross transaction amounts for each calendar year.

In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. We are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide us with your taxpayer identification number (TIN); or (b) the IRS notifies us that the TIN, when matched with the name you provided, is incorrect. To avoid backup withholding from your daily merchant funding amount, you must provide us with a W-9 showing the correct name and matching TIN that you use when filing the tax return that includes the transactions for your business. Communications will be sent to inform you of an incorrect TIN and name combination. Failure to respond with a W-9 to our solicitation for accurate TIN and name may result in suspension of Services.

Index of Schedules and Appendices

Appendix 1

Glossary

Schedules

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Glossary

Address Verification (AVS): A service through which the merchant verifies the Cardholder's address, in whole or in part. Primarily used by mail, phone, and internet order merchants. Address Verification is intended to deter fraudulent transactions, however, an AVS match does not guarantee that a transaction is valid. An AVS request should generally be submitted with an Authorization request. The AVS response, if available, will not impact whether any associated Authorization request is approved or denied. You may be charged an AVS fee for any AVS request you submit even if we are not able to provide a response to the request.

Affiliate: An Entity that directly or indirectly (a) owns or controls another person, or (b) is under common ownership or control with such person.

Application (or Merchant Processing Application): The Application executed by you, which is one of the documents comprising the Agreement.

Acquirer: A member that signs a merchant and directly or indirectly enters a transaction into interchange.

Attachments: The addenda, exhibits, appendices, schedules and other documents, including revisions, which may be incorporated into and made part of the Agreement at any time.

Authorization: Approval by, or on behalf of, the Card Issuer to validate a transaction. An authorization indicates only the availability of the Cardholder's Credit Limit or funds at the time the Authorization is requested.

Authorization Approval Code: A number issued to a participating merchant by the Authorization Center that confirms the authorization for a sale or service.

Authorization and Capture: The communication of instructions from your POS device or other systems to our computer systems, whether for Authorization requests or any other capture of information.

Authorization Center: A department that electronically communicates a merchant's request for Authorization on Credit Card transactions to the Cardholder's bank and transmits the Authorization to the merchant via electronically or by voice Authorization.

Bank: Wells Fargo Bank, N.A., for Mastercard, Visa and certain debit transactions.

Bankruptcy Code: Title 11 of the United States Code, as amended from time to time.

Batch: A group of transactions (sales and credits) sent as a single Submission to us for settlement. A Batch usually represents a day's worth of transactions.

Business Day: Monday through Friday, excluding banking holidays.

Buyer Initiated Payment (BIP): A payment that occurs when a cardholding business approves one or more invoices and submits an electronic payment instruction causing funds to be deposited directly into their supplier's merchant account.

Card: A Credit Card and/or a Debit Card.

Cardholder: The person whose name is on a Card and any authorized user of that Card, including the person who has entered into an agreement establishing a Card account with an Issuer. The words "Card Member" refer to Cardholder.

Card-Not-Present Sale/Transaction: A transaction that occurs when the Card is not present at the point-of-sale, including internet, mail-order and phone-order Card sales.

Card Organization: Any Entity formed to administer and promote Cards, such as Mastercard Worldwide (Mastercard), Visa USA, Inc. (Visa), DFS Services LLC (Discover), American Express Company, Inc. (American Express), WEX/Voyager, and any applicable debit networks.

Card Organization Rules: The rules, regulations, standards, releases, interpretations, and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the

Quest Operating Rules).

Card Organization Fines: All fines, fees, penalties, assessments, excessive Chargeback fees, or other obligations of any kind imposed on us by a Card Organization or a regulator, as a result of payment acceptance actions or inactions by you, or your Merchant Provider or agents or a third party acting on your behalf.

Card Verification Code: A three-digit number printed in the signature panel of most Cards and a four-digit number printed in the front of an American Express Card. Visa's Card Verification Code is known as CVV2; Mastercard's Card Verification Code is known as CVC2; the Card Verification Codes for Discover and American Express are known as a Card Identification Numbers (CID). Card Verification Codes are used to deter fraudulent use of an account number in a non-face-to-face environment (e.g., mail, phone, internet orders).

Card Verification Value (CVV) / Card Validation Code (CVC)/ Card Identification Data (CID): Unique data encoded on the Magnetic Stripe of a Card used to validate Card information during the Authorization process.

Cardholder Verification Method (CVM): A method used to confirm the identity of a Cardholder and to signify Cardholder acceptance of a transaction, such as signature, Offline PIN, and Online PIN.

Cash Benefits: An Electronic Benefits Transfer (EBT) account maintained by an Issuer that represents pre-funded or day-of-draw benefits, or both, administered by one or more government entities, for which the Issuer has agreed to provide access under the EBT program. Multiple benefits may be combined in a single cash benefit account.

Cash Over Transaction: Dispensing of cash by a merchant in connection with a Card sale, other than a PIN Debit Card transaction, for the purchase of goods or services.

Change of Control: The consummation by any Entity of a transaction or series of related transactions in which any one or more of the following occurs: (a) any person becomes the beneficial owner, directly or indirectly, of 25% or more of the Entity's then outstanding common stock or then outstanding voting securities entitled to vote generally in the election of directors (or comparable governing body if such Entity is not a corporation); (b) the sale, lease, exchange, or other disposition of 25% or more of all of the Entity's consolidated assets; or (c) consummation, or approval by the equity holders or members of the Entity, of a complete liquidation or dissolution or a plan of complete liquidation or dissolution of the Entity.

Charge or Charges: The total price, including taxes and gratuities, for the purchase of goods or services at a merchant for which a Cardholder has signed a Sales Draft or otherwise indicated intent to pay with a Card.

Chargeback: A Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks. The definition of Chargeback also includes Exception Chargeback, which means a communication, either incoming or outgoing, regarding a disputed transaction, including communications regarding pre-arbitration, pre-compliance, compliance, and arbitration, and related communications or processes as may be further described in the Rules.

Check Warranty: A service provided through a merchant's Point-of-Sale (POS) Terminal which guarantees payment up to a defined limit, provided you follow proper steps in accepting the check.

Check Verification: A service provided in which you access a national negative file database through your terminal/register to verify or authorize that a person has no outstanding bad check complaints with any of the member merchants. This not a guarantee of payment to you.

Chip: An integrated microchip embedded on a Card containing Cardholder and account information.

Chip Card: A Card with an embedded EMV®-compliant Chip containing memory and interactive capabilities used to identify and store additional data about a Cardholder, an Account, or both.

Claim: Any claim (including initial claims, counterclaims, cross-claims, and third-party claims), dispute, or controversy between you and us arising from or relating to the Agreement or prior Card acceptance agreements, or the relationship resulting from them. The claim can be based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of the Agreement or prior Card acceptance agreements or the relationship resulting from them.

Confirmation Page: The Confirmation Page that you will physically or electronically sign, binding you to the terms of the Agreement.

Contactless Payment: Payment performed in a Card-Present Environment with a Contactless card or Payment Device (e.g., mobile phone) at the Point-of-Transaction.

Credit Card: A device bearing a valid Organization Mark of Visa, Mastercard, Discover, or American Express and authorizing the Cardholder to buy goods or services on credit. Also, to the extent the schedules provide, a valid device authorizing the Cardholder to buy goods or services on Credit and issued by any other Card Organizations specified on the schedules.

Credit Draft: A document evidencing the return of merchandise by a Cardholder to you, or other refund or price adjustment made by you to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and applicable law.

Credit Limit: The credit line set by the Issuer for the Cardholder's Credit Card account.

Customer: The party identified as "Customer" on the Application. "Subscriber," "you," "your" and "Client" refer to Customer. Also, sometimes referred to as "Merchant."

Customer Activated Terminal (CAT): A Magnetic Stripe terminal or Chip-reading device (such as an automatic dispensing machine, Limited Amount Terminal, or Self-Service) that is not an ATM.

Debit Card: A PIN Debit Card or a Non-PIN Debit Card.

Dial-Up Terminal: An Authorization device which dials an Authorization Center for validation of transactions.

Discount Rate: A percentage rate charged to merchants, for processing Card transactions.

Effective Date: The later of the date that (a) our credit department approves the Agreement or (b) you fully execute the Confirmation Page.

Electronic Benefits Transfer (EBT): A system used to deliver certain government-delivered benefits, including Cash Benefits and Food and Nutrition Service (FNS) Benefits, to program participants in Supplemental Nutrition Assistance Program (SNAP), and Women Infants & Children (WIC) Nutrition Program.

Electronic Draft Capture (EDC): A process that allows a merchant's Dial-Up Terminal to receive Authorization and Capture transactions, and electronically transmit them to the Processor. This eliminates the need to submit paper for processing.

EMV®: The global standard for Chip based payments.

EMV® Upgrade Costs: The costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Entity: A corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

Exception Chargeback: See Chargeback.

Factoring: The submission of Authorization requests and/or Sales Drafts by a merchant for Card sales or cash advances transacted by another business. Factoring is prohibited.

Fraud Full Recourse: One of American Express's Chargeback programs.

Gross: When referred to in connection with transaction amounts or fees, is to the total amount of Card sales, without setoff for any refunds or credits.

Imprinter: A manual or electric machine used to physically imprint the merchant's name and ID number as well as the Cardholder's name and Card number on Sales Drafts.

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

Limited Amount Terminal: A Customer Activated Terminal that has data capture only capability, and accepts payment for items such as parking garage fees, road tolls, motion picture theater entrance, or Magnetic Stripe telephones.

Magnetic Stripe: 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.

Marks: Names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Media: The documentation of monetary transactions (e.g., Sales Drafts, Credit Drafts, computer printouts, etc.).

Merchant Identification Card: A plastic embossed card supplied to each merchant to be used for imprinting information to be submitted with each batch of paper Sales Drafts. Embossed data includes Merchant Identification Number, name and sometimes merchant ID code and terminal number.

Merchant Identification Number (MID): A number that numerically identifies each merchant location, outlet, or line of business to the Processor for accounting and billing purposes.

Merchant Provider: Any person or Entity engaged by you to provide services to you relating to (a) access to Cardholder information, Transaction Data or information related to either Cardholder information or Transaction Data or (b) PIN encryption, including, Encryption Service Organizations (ESOs).

Non-Bank Services: Constitute an agreement solely between you and Processor and/or third parties, which includes, products and/or Services for which Bank is not responsible, or a party to. These include PIN Debit Card, Electronic Benefits Transfer Transactions and Transactions involving Cards from other Non-Bank Card Organizations, such as Discover, American Express, Leasing, TransArmor, Wireless, and other items as may be indicated in the Agreement.

Non-PIN Debit Card: A device with a Visa, Mastercard or Discover 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 Rules: The information prepared by Processor, containing operational procedures, instructions, and other directives relating to Card transactions. The current Operating Rules are available at www.wellsfargo.com/operatingrules.

PAN (Primary Account Number) Truncation: A procedure by which a Cardholder's copy of a Sales Draft or Credit Draft, or as required by applicable law, the Sales Draft or Credit Draft that you retain, will only reflect the last four digits of the Card account number.

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

PIN Debit Banks: The PIN Debit Bank(s) identified on the Application signed by you is/are the sponsoring or acquiring bank(s) for certain PIN Debit networks.

PIN Debit Card: A device bearing the Marks of ATM networks (such as NYCE, Star) used at a merchant location by means of a Cardholder-entered PIN in the merchant PIN Pad.

PINless Transaction: A PIN Debit transaction using a Debit Card that does not require the Cardholder to enter a PIN.

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

Processor: Wells Fargo Merchant Services, LLC.

Recurring Payment Indicator: A value used to identify transactions for which a Cardholder gives permission to a merchant to bill their account at either a predetermined interval or as agreed by the Cardholder for recurring goods or services.

Referral: A message received from an Issuer when an attempt for Authorization requires a call to the Voice Authorization Center or Voice Response Unit (VRU).

Reserve: Monies we hold in order to secure or fund your obligations with us.

Reserve Account: An account established and funded at our request, pursuant to Section 14 of these Terms and Conditions.

Resubmission: A transaction that the merchant originally processed as a Store and Forward transaction but received a soft denial from the debit network or Card Organization. The Resubmission transaction allows the merchant to try to obtain an

approval for the soft denial. You assume the risk that the transaction fails.

Retrieval Request/Transaction Documentation Request: A request for documentation related to a Card transaction such as a copy of a Sales Draft or other transaction source documents.

Rules: The rules, regulations, standards, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including the Payment Card Industry (PCI) Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest operating rules).

Sales/Credit Summary: The form used by a paper Submission merchant to indicate a Batch of Sales Drafts and Credit Drafts (usually one day's work). Not a Batch header, which is used by electronic merchants.

Sales Draft: Evidence of a purchase, rental, or lease of goods or Services by a Cardholder from, and other payments to, you using a Card. This includes preauthorized orders and recurring transactions (unless the context requires otherwise), and whether in paper, electronic or other form, must conform to Card Organization Rules and applicable law.

Self Service Terminals: A Customer Activated Terminal that accepts payment of goods or services such as prepaid cards or video rental, has electronic capability, and does not accept PIN's.

Servicers: Bank and Processor, together. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated in the Agreement.

Services: The activities undertaken by Processor and/or Bank to authorize, process and settle all United States Dollar denominated transactions undertaken by Cardholders at your location(s) in the United States, and all other activities necessary for Processor and Bank to perform the functions required by the Agreement for all other Cards covered by the Agreement. "Services" includes any ancillary products or services provided to you by Processor and/or Bank in connection with the Agreement to the extent such products or services are not provided to you pursuant to a separate agreement with Processor and/or Bank.

Settlement Account: An account or accounts(s), unless otherwise agreed upon by the parties, at Bank or one of its Affiliates, designated as the account to be debited and credited by Processor or Bank for Card transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

Signature Debit: A transaction using a Debit Card that requires the Cardholder to provide a signature rather than a PIN.

Split Dial: A process that allows the Authorization terminal to dial directly to different Card Processors (e.g., American Express) for Authorization. In this instance, the merchant cannot be both EDC and Split Dial. Split Dial is also used for Check Guarantee companies.

Split Dial/Capture: Process that allows the Authorization terminal to dial directly to different Card processors (e.g., American Express) for Authorization and Electronic Draft Capture.

Store and Forward: A transaction authorized by a merchant when the merchant cannot obtain an Authorization while the customer is present, typically due to a communications failure. The merchant will store the transaction electronically in their host system and retransmit the transaction when communications have been restored.

Submission: The process of sending Batch deposits to Processor for processing. This may be done electronically or by mail.

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

Terms and Conditions: The Merchant Services Terms and Conditions executed by you, as amended from time to time and is a part of the Agreement

Telecommunication Card Sales: Individual local or long distance telephone calls, for which the telephone service provider is paid directly by use of a Card. These do not include calls paid for with pre-paid telephone service cards. Telecommunication Card Sales are considered Card Not Present Sales.

Transaction Fees: Service costs charged to a merchant on a per transaction basis.

Debit Services Schedule

This Schedule adds the Debit Services to your Agreement with us for Wells Fargo Merchant Services. The terms of the Agreement and this Schedule apply to these Debit Services. If anything in this Schedule conflicts with the Agreement, this Schedule will control. These Debit Services are a Service under the Agreement and are provided by Processor and not by Bank, except as stated below.

Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree to the following:

1. Services

- 1.1 Bank's obligations relating to the Services are limited to the sponsorship and settlement of Debit Card transactions the Customer submits in compliance with the Agreement, this Schedule, and Card Organization Rules.
- 1.2 Bank may be substituted for another debit network member bank. Processor will give Customer notice of the substitution. Any new Bank will be responsible for all obligations required of the former Bank.
- 1.3 Customer acknowledges that all parties involved in processing adjustments and Chargebacks to Debit Card transactions are regulated by timeframes specified in the Card Organization Rules, the Electronic Funds Transfer Act, Regulation E, and other applicable laws. Customer must reconcile Debit Card transactions at each of Customer's locations within one Business Day of the original Debit Card transaction. If Customer discovers an error involving any Debit Card transaction processed by Processor, Customer must promptly initiate the appropriate adjustment transaction to correct the error, or Customer may be subject to additional fees, fines, or other action.
- 1.4 The debit network used for a Debit Card transaction will depend on various factors. These include debit network availability at the time of the transaction, whether a Debit Card is enabled for a particular debit network, and other legal requirements relating to routing. We may use any debit network available to us for a given Debit Card transaction.
- 1.5 Only equipment approved by Processor can be used with the Services. Equipment for the Services is provided under a separate Equipment Purchase Schedule.
- 1.6 Your use of the Debit Services confirms your receipt of, and agreement to be bound by, the terms and conditions of this Debit Services Schedule.

2. Settlement and Fees

- 2.1 Settlement of Customer's Debit Card transactions will occur on a net settlement basis and as described in the Terms and Conditions.
- 2.2 Customer will pay the fees for the Debit Services as set forth in the Pricing Terms Schedule. If you did not select the Debit Services on your initial Application, your Pricing Terms Schedule maybe amended to add any applicable Debit Services fees.

Electronic Benefits Transfer Services Schedule

Electronic Benefits Transfer Services are a Non-Bank Service. This Schedule adds the EBT Services to your Agreement with us for Wells Fargo Merchant Services. The terms of the Agreement and this Schedule apply to these EBT Services. If anything in this Schedule conflicts with the Agreement, this Schedule will control. These EBT Services are a Service under the Agreement and is provided by Processor and not by Bank. Bank is not a party to this Schedule and is not liable to Customer in connection with the Services or this Schedule.

Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree to the following:

1. Description of EBT Services

- 1.1 Processor will provide Customer with electronic interfaces with EBT networks for the processing, settlement, and switching of EBT transactions initiated through state-issued EBT Cards at Customer's POS Terminal.
- 1.2 Customer will use the EBT Services when providing (a) the United States Department of Agriculture, Food and Nutrition Service (**FNS**) Supplemental Nutrition Assistance Program (SNAP) Benefits (i.e., **Food Stamp Benefits**) operated under the authority of the Food Stamp Act of 1964; (b) Women, Infants and Child Benefits (**WIC Benefits**); and (c) other government-delivered Cash Benefits to EBT benefit recipients (together, the **EBT Programs**).
- 1.3 Your use of the EBT Services confirms your receipt of, and agreement to be bound by, the terms and conditions of this EBT Services Schedule.

2. EBT Rules and Compliance

- 2.1 All procedures Processor periodically establishes and provides regarding acceptance of EBT Cards and the provision of the EBT Programs to its recipients.
- 2.2 The Quest Rules issued by the National Automated Clearing House Association, as approved by the Financial Management Service of the U.S. Treasury Department (including any Rules that amend or replace the Quest Rules).
- 2.3 All other laws, Rules, regulations, and procedures applicable to the acceptance of EBT Cards and the provision of the EBT Programs. This includes laws pertaining to:
 - (a) delivery of the EBT Programs to EBT benefit recipients;
 - (b) EBT benefit recipient confidentiality;
 - (c) the federal Civil Rights Act of 1964;
 - (d) Rehabilitation Act of 1973;
 - (e) Americans with Disabilities Act of 1990;
 - (f) Clean Air Act;
 - (g) Clean Water Act, Energy Policy, and Conservation Act;
 - (h) Immigration Reform and Control Act of 1986;
 - (i) regulations issued by the Department of Agriculture pertaining to Food Stamp Programs; and
 - (j) any additional procedures specified by each state regarding lost EBT Cards, forgotten PINs, discrepancies in authorized benefits, or providing information to EBT recipients about the EBT Programs (for example, telephone numbers and addresses of the state or other appropriate agencies that issue and manage the EBT Programs).
- 2.4 Customer will authorize Processor to initiate and receive settlement for EBT Card transactions on Customer's behalf in

accordance with the EBT Rules.

- 2.5 Customer will comply with EBT Rules in accepting EBT Cards and providing the EBT Programs to EBT benefit recipients. This includes providing the EBT Programs during normal business hours, in a manner consistent with normal business practices and using equipment to provide those Services (including POS terminals, PIN pads, and printers) that meet EBT standards (Authorized Terminal).
- 2.6 Customer will provide the EBT Programs to EBT benefit recipients only in the amount authorized through Customer's Authorized Terminal. An EBT benefit recipient must present an EBT Card and enter a valid PIN. You will provide a receipt from the Authorized Terminal for each EBT transaction Customer submit.
- 2.7 If the Authorized Terminal does not print or confirm the requested EBT Programs transaction to be approved and validated as legitimate, you will comply with the procedures in the EBT Rules for Authorization of the EBT Programs.
- 2.8 Customer is solely responsible for the provision of the EBT Programs that do not receive timely Authorizations from the applicable EBT Programs provider.
- 2.9 Customer will not resubmit any EBT Card transaction except as specifically permitted by the EBT Rules and procedures.
- 2.10 Customer will not accept any EBT Card for any purpose other than providing the EBT Programs.
- 2.11 If any transactions are submitted in violation of the EBT Rules and Customer or EBT benefit recipient unlawfully receive EBT Programs, Customer will be obligated to reimburse the particular state or us.
- 2.12 Customer will not dispense cash for Food Stamp Benefits.
- 2.13 By accepting EBT Cards to provide the EBT Programs to EBT benefit recipients, Customer agrees to accept EBT Cards for the EBT Programs from all states.

3. Acceptance of Cash Benefits

- 3.1 Customer agrees to issue Cash Benefits and provide cash back or cash only transactions.
- 3.2 Customer will maintain adequate cash on hand to issue confirmed Cash Benefits. Customer will issue Cash Benefits to EBT benefit recipients in the same manner and to the same extent cash for all customers.
- 3.3 Customer will not require EBT benefit recipients to buy goods or services as a condition to receiving Cash Benefits, unless this condition applies to non-EBT benefit recipients.
- 3.4 Customer will not designate special checkout lanes for EBT benefit recipients unless Customer also designates those same special checkout lanes for debit or Credit Cards and/or other payment methods.

4. Manual EBT Vouchers

- 4.1 Customer will manually accept EBT Cards when Customer's Authorized Terminal is not working or the EBT system is not available. Customer will not impose any additional cost to EBT benefit recipients for manually accepting EBT Cards. Customer will only submit manually accepted EBT Cards as specifically provided in the EBT Rules and in accordance with this Schedule.
- 4.2 Customer will request and receive a telephone and/or voice Authorization number for the full amount of the attempted purchase from the applicable EBT Programs provider while the EBT benefit recipient is physically present to sign the manual EBT voucher. Customer will not provide the EBT Programs to any EBT benefit recipient that does not remain physically present to sign the manual EBT voucher.
- 4.3 Customer will manually provide the EBT Programs only in the amount authorized by the applicable EBT Programs provider.
- 4.4 If, due to EBT host failure, EBT benefit availability for a particular EBT benefit recipient cannot be determined at the time Customer requests a voice Authorization, the maximum authorized manual transaction and benefit will be \$40.00 or the state specific floor limit as stated in the most current version of the EBT Rules.

- 4.5 Customer will enter the following properly and legibly on the manual EBT voucher: (a) the name of the EBT benefit recipient; (b) the name of the sales clerk; and (c) all purchase information, including the Authorization number.
- 4.6 Customer will obtain the signature of the EBT benefit recipient on the manual EBT voucher.
- 4.7 Customer will provide a copy of the manual EBT voucher to the EBT benefit recipient at the time of the sale and will keep one copy for Customer's records.
- 4.8 Customer will clear all manual EBT voucher sales on your Authorized Terminal within 10 Business Days after the date of the applicable voice Authorization. If Customer fails to do so, the manual EBT voucher will expire, and you will not be reimbursed for that voucher.
- 4.9 Customer will not receive payment of any manual EBT voucher until Customer clears that manual EBT voucher through Customer's Authorized Terminal.
- 4.10 Customer will not mail manual EBT vouchers and will only clear manual EBT vouchers through your Authorized Terminal.
- 4.11 Customer will not "re-submit" any manual EBT voucher for the same transaction that Customer has not received an Authorization number for.
- 4.12 Customer will not be reimbursed (unless as otherwise provided in the EBT Rules) and will be solely responsible for all manual EBT vouchers that Customer does not obtain Authorization number for from the applicable EBT Programs provider, or otherwise fails to process in accordance with this Schedule.

5. Required Licenses and Warranties

- 5.1 Customer will secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of EBT Cards, and otherwise operate the EBT Programs, including any franchise tax certificate and non-governmental contractor's certificate.
- 5.2 Customer will not accept EBT Cards or provide the EBT Programs at any time during which Customer does not comply with the requirements of any EBT Rules.
- 5.3 Customer warrants and represent to Processor that it is an FNS authorized merchant and not currently disqualified or withdrawn from redeeming the EBT Programs coupons or vouchers, and that Customer has not at any time been previously disqualified or withdrawn by FNS.

6. Termination

- 6.1 In addition to our rights under the Agreement, we may terminate or suspend this schedule:
 - (a) if Customer is disqualified or withdrawn from the Food Stamps Program, Customer's authority to issue the EBT Programs, including Cash Benefits, is also terminated. Disqualification or withdrawal is a breach of this Schedule and the Agreement generally, and Processor may immediately terminate this Schedule and the Agreement.
 - (b) with respect to the issuance of Cash Benefits only, Customer's authority to issue Cash Benefits may be suspended or terminated immediately at the sole discretion of Processor, the state, and/or the particular state's EBT Programs provider. This will be effective upon delivery to Customer of a Notice of suspension or termination that states the reasons. The Notice will state whether the suspension or termination is due to:
 - 1) Processor's authority to provide the EBT Programs to the state is suspended or terminated;
 - 2) Processor's investigation of Customer, its agents or employees committing, participating in, or having knowledge of fraud or theft in connection with the dispensing of the EBT Programs; and
 - 3) Customer's failure to cure, after not less than 30 days' prior written notice, a breach of this Schedule.
- 6.2 If Customer fails to cure any breach stated in the Notice, Customer may appeal the suspension of termination to the applicable state for determination in its sole discretion.

- 6.3 If a state or its EBT Program provider suspends or terminates Customer's authority to accept any the EBT Programs and Customer successfully appeals the suspension or termination, Customer agrees Processor is not obligated to reinstate EBT Processing Services.
- 6.4 The provision of the EBT Processing Services under this Schedule will terminate if Processor contract with any applicable state's EBT Program provider terminates.
- 6.5 Customer will give Processor prompt notice if Customer chooses to stop accepting EBT Cards and provide the EBT Programs, or if Customer is unable to comply with terms of this Schedule.

7. Confidentiality of EBT System Information

- 7.1 All information related to EBT benefit recipients, applicants for the EBT Programs and/or the issuance of the EBT Programs is confidential information.
- 7.2 Regarding confidential information, Customer will:
 - (a) implement appropriate measures designed to:
 - ensure the security and confidentiality of all non-public individually identifiable (NPII) information or materials regarding customers;
 - protect against any anticipated threats or hazards to the security or integrity of NPII;
 - protect against unauthorized access to or use of NPII that could result in substantial harm or inconvenience to any EBT benefit recipient or applicant; and
 - ensure the proper disposal of NPII; and
 - (b) take appropriate actions to address incidents of unauthorized access to NPII, including notifying Processor within 24 hours of learning of the unauthorized access to NPII.
- 7.3 Customer agrees neither Customer nor its agents will disclose confidential information without prior written approval of the applicable state.
- 7.4 The use of confidential information obtained by Customer under this Schedule, including about the performance of Customer's duties under this Schedule, will be limited to purposes directly connected with those duties.

8. EBT Services Marks

- 8.1 Customer will adequately display any applicable state's service Marks or other licensed Marks, including the Quest Marks, and other materials Processor supplies (together **Protected Marks**) in accordance with the standards set by each applicable state.
- 8.2 Customer will not use the Protected Marks of any the EBT Programs provider without prior written approval of that EBT Programs provider.
- 8.3 Customer will use the Protected Marks only to indicate Customer's location(s) that provide the EBT Programs and will not indicate that Processor, any state, or its the EBT Programs provider, endorse Customer's goods or services.
- 8.4 Customer's right to use and display such Protected Marks continues only so long as this Schedule remains in effect or until Customer is notified by us, any state, or that state's EBT Programs provider that Customer is to cease use or display of the Protected Mark(s).

9. EBT Fees

Customer will pay the fees for the Electronic Benefits Transfer Services as set forth in the Pricing Terms Schedule. If you did not select the EBT Services on your initial Application, your Pricing Terms Schedule maybe amended to add any applicable EBT Services fees.

10. Issuance Records

- 10.1 Customer will make available the informational materials as may be required by the state, a state's EBT Programs provider, or any applicable EBT Rules pertaining to the issuance of the EBT Programs.
- 10.2 Customer will retain all EBT-related records (including manual EBT vouchers) in the manner required by the EBT Rules or otherwise reasonably requested by Processor for three years following the date of the applicable EBT transaction, or for such additional period as may be required by the EBT Rules.
- 10.3 Customer will retain all EBT-related records involving matters in litigation for a period of not less than three years following the termination of the applicable litigation.
- 10.4 Customer will make all EBT-related records available for audit upon request to representatives of the state or its EBT Program provider, or other authorized state or federal government agency, during normal business hours.
- 10.5 Copies of any documents in Media other than paper (e.g., microfilm) related to this Schedule may be substituted for the originals to the extent permitted under applicable EBT Rules, and provided legible paper copies can be reproduced within a reasonable time after such records are requested.
- 10.6 To ensure compliance with this Schedule and the Agreement, each state, its EBT Program provider, or other authorized state or federal government agency, will at all times, upon advance notice (except in the case of suspected fraud or other similar activity), have the right to enter Customer's premises during normal business hours to (a) inspect or evaluate any work performed under this Schedule or the Agreement; or (b) obtain information required to be provided by Customer or otherwise related to this Schedule or the Agreement.

11. Miscellaneous

- 11.1 Customer will (a) promptly notify Processor of any errors or disputes; and (b) fully cooperate with Processor and any other participants in the EBT system in the resolution of errors and disputes regarding EBT transactions processed.
- 11.2 Customer will train and permit Customer's employees to receive training regarding the issuance of the EBT Programs.
- 11.3 If any of these terms and conditions conflict with the EBT Rules or federal or state policy, these terms and conditions are subject to reasonable amendment by Processor, a state, or its EBT Program provider to address the conflict upon 20 days' written notice to Customer.
- 11.4 Nothing contained in this Schedule will preclude a state from commencing appropriate administrative or legal action against Customer or for making any referral for such action to any appropriate federal, state, or local agency.

Any references to "state" in this Schedule means the state in which Customer accepts the EBT Programs. If Customer accepts the EBT Programs in more than one state, then the reference to state will mean each such state separately, not jointly.

Equipment Purchase Services Schedule

Equipment Purchase Services are a Non-Bank Service. The terms of the Agreement and this Schedule apply to the Equipment Purchase Services. If anything in this Schedule conflicts with the Agreement, this Schedule will control. The Equipment Purchase Services are a Service under the Agreement and are provided by Processor and not by Bank. Sales of Equipment are made by Processor and not by Bank. Bank is not a party to this Schedule and is not liable to Customer (you) in connection with the Services or this Schedule.

Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree to the following:

1. Terms of Equipment Purchase

This Schedule governs any Equipment that is sold to you by Processor under your Agreement, subsequent purchase agreements, and/or other documentation provided in connection with the purchase of Equipment (Equipment Documents). The Equipment is being sold to you for use in your business and is not being sold to you for household or personal use.

2. Equipment

- 2.1 Equipment means Equipment purchased by you under the Equipment Documents and as referred to in the Terms and Conditions.
- 2.2 You may purchase Equipment on a repeat basis by contacting Customer Service. Processor does not accept any Customer-prepared purchase orders or forms.
- 2.3 Processor will ship Equipment to the location you designate. You are responsible for ensuring the accuracy and completeness of all information, data, and instructions that you provide to Processor in connection with Equipment. Processor will rely on this information when shipping the Equipment, unless Processor reasonably doubts an instruction's contents or its compliance with the Agreement or any laws.
- 2.4 Title to purchased Equipment (and risk of its loss) will transfer to you when Processor delivers the purchased Equipment to the carrier that is responsible for shipping it to you.
- 2.5 Your use of or receipt of Equipment confirms your agreement to be bound by the terms and conditions of this Equipment Purchase Services Schedule.

3. Purchased Equipment; and Supplies

- 3.1 **Purchased Equipment.** Processor agrees to sell to you, and you agree to accept and buy from Processor the Equipment identified in the Equipment Documents throughout the term of this Schedule as being purchased by you (Purchased Equipment), free and clear of all liens and encumbrances (subject to Section 6). Software (as defined in Section 10) will not be sold to you outright, but will be provided to you pursuant to, and subject to the conditions of Section 10 of this Schedule. Maintenance and repair of Purchased Equipment is your responsibility. If your Equipment becomes inoperable, Processor may provide you with replacement Equipment and applicable replacement fees may apply.
- 3.2 **Supplies.** You may order supplies from Processor and pay the purchase price for ordered supplies, plus shipping and handling charges, including all applicable tax. Separate charges will apply for supply orders.

4. Fees; Payment of Amounts Due

- 4.1 You will pay Processor the fees for Equipment and Supplies as set forth in the Agreement. If you did not purchase Equipment on your initial Application, your Agreement may be amended to add any applicable Equipment Purchase Services fees and terms.
- 4.2 You will pay, or reimburse Processor for, all applicable taxes (such as sales, use, excise, franchise, or other taxes or tariffs) imposed on Processor for the Equipment. You are not responsible for paying any of Processor's income or employment taxes related to the Equipment.

- 4.3 You hereby authorize Processor to collect all amounts due from you under this Schedule by initiating Debit entries for such amounts to the Settlement Account you designated in your Agreement.
- 4.4 You will also pay, or reimburse Processor for amounts equal to any taxes, levies, shipping fees, duties or assessments, however designated, levied or based on such charges, or on this Schedule or the Equipment and related supplies or any services, use or activities, including state and local sales, use, property, privilege and excise taxes, exclusive of taxes based on our net income.

5. Default; Remedies

An Event of Default occurs when any of the following applies:

- (a) If any debit of your Settlement Account initiated by Processor for charges due are rejected when due;
- (b) you otherwise fail to pay Processor any amounts due when due;
- (c) if you default in any material respect in the performance or observance of any obligation or provision in this Schedule;
- (d) or if any other default occurs under this Agreement.

Upon the occurrence of any Event of Default, Processor may effective immediately and without notice, either:

- (a) terminate the period of rental and our future obligations under this Schedule, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this Schedule shall terminate as soon as your obligations to Processor are satisfied; or
- (b) accelerate and declare immediately due and payable all monthly rental charges for the remainder of the applicable rental period and proceed in any lawful manner to obtain satisfaction of the same.

6. Security Interest; Financing Statements

You grant to Processor a security interest in all Purchased Equipment and the related Software to secure payment of the purchase price; and authorize Processor to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by Processor or signed by Processor as your attorney-in-fact.

7. Equipment Warranty

- 7.1 Processor provides a one-year warranty beginning on the date that Processor or its designee ships you the purchased Equipment, or title for the Equipment to you.
- 7.2 The warranty does not:
- (a) apply to any Software, peripherals, materials, supplies, or accessories used in connection with the Equipment;
 - (b) cover damage to accidents or misuse of the Equipment, including: damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit (such as soil or dust); contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage (such as scratches, dents, or broken plastic on ports); improper or inadequate maintenance by you (or your vendors or users); other visible damage; or your breach of the Agreement; or
 - (c) apply to defects or damage resulting from Software, interfaces, or supplies that Processor does not provide; negligence, accident, or acts of nature (including, flood or lightning damage); loss or damage in transit; improper site preparation by you (or your vendors or users); failure to follow written instructions on proper use of the Equipment; unauthorized modification or repair of the Equipment; or normal wear and tear.
- 7.3 **Except as specifically stated in this Schedule, Processor rejects all warranties (express or implied) related to the Equipment, respectively; including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, and uninterrupted or error-free operation.**
- 7.4 If a replacement is required, refer to Section 9.

- 7.5 You may not transfer Processor's warranty to any third parties.
- 7.6 Processor do not have any obligation to make Software and/or Equipment compatible for use with any other processing systems. In the event that you terminate this Agreement and begin processing with another provider, you acknowledge that the Equipment and/or Software you purchased from us or subsequently purchase from us, may not be compatible with any other processor's systems.

8. Site Preparation; Installation and Maintenance

You will prepare the installation site(s) for the Equipment, the power supply circuits and phone lines, in conformance with the manufacturer's and Processor's specifications and will make the site(s) available to Processor by the confirmed shipping date. You will support the installation in accordance with Processor's requirements.

- (a) Upon request, you must allow Processor (or our agents) reasonable access to the premises where authorization terminals or other communications equipment (e.g., printers) are or will be located.
- (b) Any alterations required for installation of authorization terminal(s) or other communications equipment will be done at your expense.
- (c) Only Processor or our agents can alter or modify authorization terminal(s) or other communications Equipment owned by Processor.
- (d) If a terminal or printer appears to be defective, you must immediately call the POS Help Desk.
- (e) You are responsible for safeguarding authorization terminals or other Equipment from loss, damage, unauthorized use, misuse or theft. Processor should be notified immediately regarding any damage to or loss of communications equipment.
- (f) If necessary, Processor will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.
- (g) You are responsible for keeping all communication Equipment free of any claims, liens and legal processes initiated by creditors.
- (h) The cost of comparable new Equipment, as well as any associated legal and/or collection costs incurred by Processor or the owner of the Equipment, will be assessed to you for each piece of Equipment not returned upon termination of the Agreement by either party, or upon request for the return of the Equipment for any reason.
- (i) You may not relocate, remove, disconnect, modify or in any way alter any Equipment used in connection with the services Processor is providing to you without first obtaining Processor's permission.
- (j) You must provide Processor with 30 days prior written notice to request the relocation of any Equipment.
- (k) Should you require additional Equipment, you must contact your Account Manager or Customer Service (there may be additional costs or fees charged to you in connection with any new Equipment ordered, including download fees).

9. Use and Return of Equipment; Equipment Insurance

- (a) It is your responsibility to ensure that Equipment is operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the Services. You will not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.
- (b) You will not permit any physical alteration or modification of the Equipment without Processor's prior written consent.
- (c) You will not change the installation site of the Equipment without Processor's prior written consent.

- (d) You will not assign your rights or obligations under this Schedule, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment to any other person, firm or organization without Processor's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.
- (e) You will comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.
- (f) Processor or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.
- (g) In order to return equipment:
 - Call Customer Service for the address of the location to send the equipment.
 - Include the following information in the shipping box:
 1. Your name, complete address, and phone number.
 2. Name of person to contact if there are any questions.
 3. Your Merchant Account Number.
 4. Serial number of the terminal (found on the underside of the terminal).
 - Please maintain proof of delivery documents for your records, and the serial number from the bottom of the terminal.

Payment acquisition and processing equipment and Software sourced from Servicers or from a third party, is subject to obsolescence due to factors such as inability to accommodate required security and functional updates or due to model discontinuation by the manufacturer and unavailability of spare parts. You acknowledge and understand that obsolete point of sale equipment will need to be replaced by non-obsolete and compliant point of sale equipment in the event of equipment failure, or as requested by Servicers to bring you into compliance with Card Organization rules. You will be responsible for any costs associated with upgrading to non-obsolete and compliant equipment.

10. Software License

Processor or certain parties retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively Software). You will have only a nonexclusive, non-transferable, revocable license to use the Software in your operation of the Equipment for purposes set forth in the Agreement. Nothing in this Schedule confers any title or ownership of any Software to you or will be construed as a sale of any rights in Software to you. You agree to accept and be bound by all applicable terms and conditions of use and other license terms applicable to the Software. You will not reverse engineer, disassemble or decompile the Software. You will not give any third party access to the Software without our prior written consent. Your obligations under this Section will survive the termination of this Equipment Agreement.

Global ePricing Services Schedule

The terms of the Agreement and this Schedule apply to the Global ePricing (GeP) Services. If anything in this Schedule conflicts with the Agreement, this Schedule will control.

The parties agree to the following:

1. Definitions

Capitalized terms used in this Schedule will have the meanings given to such terms as set forth in this Section or as defined the Schedule or elsewhere in the Agreement.

- (a) Foreign Currency means a currency other than the Local Currency.
- (b) FX Exchange means, in connection with GeP Sales Transactions, the conversion of a Foreign Currency to the Local Currency.
- (c) GeP Intellectual Property Rights means any and all (a) patents and any divisions, reissues, reexaminations, substitutes, continuations, continuations-in-part, or extensions of patents, filed or pending applications for patents; (b) or for any divisions, reissues, reexaminations, substitutes, continuations, continuations-in-part, or extensions of patents; (c) trademarks, service marks, logos, trade dress, trade names, corporate names, internet domain names and addresses and general use email addresses; (d) copyrights, whether registered or unregistered; and (e) any other rights in the nature of intellectual property (whether registered or unregistered) and all applications for the same, anywhere in the world, including trade secrets, know-how, confidential or proprietary information, database rights, rights against unfair competition and goodwill.
- (d) GeP Licensed Technology means any materials provided by us, or a third party as directed by Processor in connection with the GeP Services, including but not limited to training materials, online training, online guides, or user guides regarding the GeP Services and those several rights, assets and body of information and the GeP Intellectual Property Rights subsisting therein. For the avoidance of doubt, GeP Licensed Technology shall include know-how and software made available by us to Licensee and shall be considered specifications to which the dedicated software shall be conformed.
- (e) GeP Sales Transaction means a card-not-present transaction between you and a Cardholder in which you present the Transaction Price in a card-not-present environment and the Cardholder authorizes (i) the Transaction Price to be submitted to a Card Association for settlement, and (ii) that the Cardholder's account will be charged for the Transaction Price.
- (f) GeP Services means any merchant pricing of goods and services in a Foreign Currency and the activity undertaken by Processor and/or a GeP Service Provider to authorize, process, and settle transactions initiated by Cardholders using a card type approved by Processor for use with GeP Sales Transactions in a card not present environment established and maintained by a merchant domiciled in the United States or United States territories, or other countries permitted by Processor.
- (g) Licensee for the purposes of this Schedule shall mean you or your employees or agents, making use of the GeP Licensed Technology or GeP Intellectual Property Rights in order to utilize the GeP Services.
- (h) Local Currency means the currency associated with your domicile utilizing the GeP Service and approved by Processor. For merchants domiciled in the US, the Local Currency is US Dollars.
- (i) Transaction Price means the price for a product or service you sold in a card not present environment as you quoted to a Cardholder in a Foreign Currency.
- (j) Settlement Rate means the then-current Foreign Currency exchange rate and any applicable markup used from time to time to convert the net funding amount into the Local Currency.

2. Services

- 2.1 Processor agrees to provide GeP Services to you with respect to GeP transactions on the terms and conditions set forth in this Schedule. The type of GeP Sales Transactions and list of supported Foreign Currencies provided upon request and may be modified from time to time by Processor in its sole discretion. Card types approved by Processor for GeP Sales Transactions are Visa, Mastercard and (as applicable), American Express, provided that Processor in its sole discretion may modify the card types approved for GeP Sales Transactions from time to time.
- 2.2 For the purposes of this Schedule, Wells Fargo Bank, N.A. is the GeP Sponsor Bank. You expressly acknowledge and agree that: (a) for the purposes of processing your GeP Sales Transactions, Processor, in its sole discretion and without notice to you, may delegate sponsorship rights and obligations under the Agreement with respect to GeP Sales Transactions to one or more sponsor banks other than GeP Sponsor Bank, (b) Processor may use the services of other third parties to provide GeP Services (each, a GeP Service Provider); (c) Processor may change GeP Sponsor Banks from time to time in their sole discretion; and (d) some or all of the GeP Services may be modified from time to time by Processor in its sole discretion.
- 2.3 You acknowledge that you are solely responsible for all aspects of a GeP Sales Transaction (other than the performance of GeP Services hereunder), including without limitation, obtaining the Cardholder's agreement to a GeP Sales Transaction, and complying with all Card Association Rules applicable to you and all merchants with respect to GeP Sales Transactions.
- 2.4 You acknowledge that Dynamic Currency Conversion as defined by Card Association Rules is not permitted nor provided under GeP Services.
- 2.5 Settlement between Processor and you of GeP Sales Transactions shall be made in the Local Currency on the basis of the Settlement Rate and the Transaction Price of the GeP Sales Transaction under the process defined by the Card Association. **You are subject to any and all FX Exchange rate exposure in connection with all GeP Sales Transactions in the GeP Services.**
- 2.6 Refunds, credits, returns, and Chargebacks are treated as independent GeP Sales Transactions and the Settlement Rate used for refund, credit, return, and Chargeback transactions are determined using the prevailing Settlement Rate at the time the GeP Sales Transaction is processed. GeP Sales Transaction exposure in connection with refunds, credits, returns or Chargebacks are borne by you.

3. Intellectual Property

We reserve all right, title, interest, or license (express or implied) to the GeP or associated intellectual property that it provides to you in connection with the GeP Services. Except as allowed under this Schedule, you will not otherwise use, reverse engineer, decompile, distribute, lease, sublicense, sell, modify, copy or create derivative works from the GeP Services or associated intellectual property.

4. Disclaimer of Warranty

We, our Affiliates and any third party related to the Services, disclaim all representations or warranties, express or implied, made to you or any other person or Entity. This disclaimer expressly disclaims any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, non-infringement or otherwise of any services or any goods provided incidental to the Services provided under the Agreement, including those provided by a third party. There are no warranties that the Services will be completely accurate, error-free or will be available without interruption.

TransArmor Services Schedule

TransArmor Services are a Non-Bank Service. This Schedule adds the TransArmor Services to your Agreement with us for Wells Fargo Merchant Services. The terms of the Agreement and this Schedule apply to these TransArmor Services. If anything in this Schedule conflicts with the Agreement, this Schedule will control. These TransArmor Services are a Service under the Agreement and is provided by Processor and not by Bank. Bank is not a party to this Schedule and is not liable to Customer in connection with the Services or this Schedule.

Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree to the following:

1. Services

1.1 Processor will provide the Customer with an encryption key or other encryption capability that will encrypt (make unreadable) Card data when submitting an Authorization request from the Customer's POS Terminals to Processor's systems. During the period when the transaction is being transmitted to Processor for Authorization processing, Card number and full Magnetic Stripe data (track data and expiration date), will be encrypted. Processor will then generate a Token or retrieve a Multi-Pay Token assigned to the Card number and return the Token or Multi-Pay Token to the Customer in the Authorization response. These encryption and tokenization Services are the TransArmor Services. A Token is an alpha-numeric value that:

- (a) is randomly generated when a Card number is initially submitted by the Customer for Authorization processing;
- (b) becomes associated with the Card within Processor's systems; and
- (c) may not be retrieved by Processor within its systems in connection with processing future transactions involving the same Card number when submitted by the Customer for Authorization processing.

A Multi-Pay Token is a specific alpha-numeric value that is: (a) randomly generated when a Card number is requested to be registered by the Customer as the Customer's specific Token upon receipt of Cardholder approval to register the Card number; (b) becomes associated with the Customer and the Card within Processor's systems; (c) can be stored by the Customer in the Customer's systems in lieu of the Card number; (d) can be used to initiate a transaction submitted by the Customer that registered the Token for Authorization processing for Cardholder initiated or recurring payments; (e) may be retrieved by the Customer within its systems in connection with processing future transactions involving the same Card number or Registered Token when submitted by the Customer for Authorization processing; and (f) is returned to the Customer from Processor's systems as part of the Register PAN response and/or Authorization response. As an option to assist Customer with PCI scope reduction, Customer may elect to subscribe to First Data Merchant Service, LLC's PCI Council validated TransArmor Point to Point Encryption (P2PE) listed solution that provides encryption of Card data.

1.2 The TransArmor Service applies only to Card transactions sent from the Customer to Processor for Authorization and interchange settlement pursuant to this Schedule, and specifically excludes electronic check transactions, STAR contactless transactions read in contactless mode, and other Card types that are not capable of being Tokenized. Processor and the Customer may agree to include additional transaction types in the TransArmor Service when made available by Processor. If the Customer enters Card data into a point-of-sale device that does not support the TransArmor Service, this Card data will not be encrypted during the period when the transaction is being transmitted to Processor for Authorization processing and the Customer assumes all risk associated with its transmission if Card data is stolen during transmittal to Processor's systems.

1.3 Your use of the TransArmor Service confirms your receipt of, and agreement to be bound by, the terms and conditions of this TransArmor Service Schedule.

2. PCI DSS Limitations

2.1 Use of the TransArmor Service will not, on its own, cause the Customer to be compliant with, or eliminate the Customer's obligation to comply with PCI DSS or any other Network Rules. The Customer must demonstrate and maintain a current PCI DSS compliance certification. The Customer's compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion

of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC); and, if applicable to Customer's business, passing quarterly network scans performed by an Approved Scan Vendor. Customer must successfully meet the above requirements to obtain PCI DSS compliance validation; provided, however, Customer is not required to perform quarterly network scans, if Customer uses a validated P2PE solution (e.g., TransArmor P2PE) in accordance with the P2PE Instruction Manual accompanying the validated P2PE solution.

- 2.2 Use of the TransArmor Service is not a guarantee against an unauthorized breach of Customer's point of sale systems or any facility where the Customer processes or stores transaction data (together, Customer Systems).

3. Intellectual Property

Processor reserves all right, title, interest, or license (express or implied) to the TransArmor Services, Token, Multi-Pay Token, or associated intellectual property that it provides to the Customer in connection with the TransArmor Services. Except as allowed under this Agreement, the Customer will not otherwise use, reverse engineer, decompile, distribute, lease, sublicense, sell, modify, copy or create derivative works from the TransArmor Services, Token, Multi-Pay Token, TransArmor P2PE solution or associated intellectual property.

4. TransArmor Limited Warranty

Subject to the terms of this Schedule, Processor warrants that the Token or Multi-Pay Token, as applicable, returned to the Customer as a result of using the TransArmor Service cannot be used to initiate a financial sale transaction by an unauthorized Entity or person outside the Customer Systems. This warranty is the TransArmor Limited Warranty. To be eligible for the TransArmor Limited Warranty, the Customer must maintain a processing relationship with Processor and be in compliance with all the terms of the Agreement, this Schedule, and any other agreements relating to Cards that are eligible for the TransArmor Service that impact the security of Tokens or Multi-Pay Tokens. Subject to the Agreement's terms, including its limitations of liability, Processor will indemnify the Customer for direct damages, including third party Claims, resulting from Processor's breach of the TransArmor Limited Warranty; which is (a) the Customer's express and sole remedy for Processor's breach of the TransArmor Limited Warranty, and (b) Processor's entire liability for its breach of the TransArmor Limited Warranty. The TransArmor Limited Warranty is void if (a) the Customer uses the TransArmor Service in a manner not contemplated by, or in violation of, the Agreement, this Schedule, or any other agreement relating to Cards that are eligible for the TransArmor Service; or (b) the Customer is grossly negligent or engages in intentional misconduct.

5. Fees

Customer will pay the fees for the TransArmor Services as set forth in the Pricing Terms Schedule or TransArmor Pricing Addendum. If you did not select the TransArmor Service or you select a different version of the TransArmor Service than was selected on your initial Application, your Pricing Terms Schedule may be amended to add any applicable TransArmor Service fees.

6. TransArmor Rules and Procedures

- 6.1 The Customer must ensure that all third parties and software used by the Customer in connection with the Customer's payment Card processing are compliant with PCI DSS.
- 6.2 The Customer must deploy the TransArmor Service (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout the Customer's Systems including replacing existing Card numbers on the Customer's Systems with Tokens or Multi-Pay Tokens, as applicable. Full Card numbers must never be retained, whether in electronic form or hard copy.
- 6.3 The Customer must use the Token or Multi-Pay Token, as applicable, in lieu of the Card number for all activities subsequent to receipt of the Authorization response associated with the transaction, including settlement processing, retrieval processing, Chargeback and adjustment processing, and transaction reviews.
- 6.4 Any point-of-sale device, gateway, or value-added reseller used by the Customer in connection with the TransArmor Service must be certified by Processor for use with the TransArmor Service.
- 6.5 If the Customer sends Batch files containing completed Card transaction information to and from Processor, the Customer must use the service provided by Processor to enable such files to contain only Tokens or Multi-

Pay Tokens, as applicable, or truncated information.

- 6.6 The Customer must use truncated report viewing and data extract creation within reporting tools provided by Processor.
- 6.7 The Customer will only use the TransArmor Service for the Customer's internal business purposes in a manner consistent with the Agreement and this Schedule.
- 6.8 The Customer will use only unaltered version(s) of the TransArmor Service and will not use, operate, or combine the TransArmor Service or any related software, materials or documentation, or any derivative works thereof, with other products, materials, or services in a manner inconsistent with the uses contemplated in this Schedule.
- 6.9 The Customer must obtain a Cardholder's written or electronic consent to store a Multi-Pay Token to represent the Cardholder's Card number for future purchases.
- 6.10 The Customer must store the Multi-Pay Token in the Customer Systems in lieu of the Card number for all Cardholder profile records.
- 6.11 The Customer must require Cardholders to sign into their Cardholder profile in order to initiate a transaction with the Registered Token. This sign-on must require use an industry-standard protocol.
- 6.12 If the Customer ends its processing relationship with Processor, the Customer must permanently delete all Tokens or Multi-Pay Tokens, as applicable, from all Customer Systems within 90 days after termination or expiration of the processing relationship.
- 6.13 Customer use of the TransArmor P2PE Solution must comply with: (a) Processor's requirements outlined in the P2PE implementation Manual; and (b) PCI Council requirements in Customer's use of the TransArmor P2PE service for Customer Systems to be P2PE validated, including but not limited to Customer's use of Processor's approved validated key injection facilities. Additionally, Customer is also responsible to keep track of all Customer Systems for the following states: (a) in secure storage awaiting deployment; (b) deployed or in service; (c) disabled or out for repair; (d) decommissioned and returned for secure destruction; and (e) in transit; and to regularly manage Customer Systems inventory at the minimum of once per year to maintain P2PE validation.

Wireless Services Schedule

Wireless Services are a Non-Bank Service. This Schedule adds Wireless Services to your Agreement with us for Wells Fargo Merchant Services. The terms of the Agreement and this Schedule apply to Wireless Services. If anything in this Schedule conflicts with the Agreement, this Schedule will control. Wireless Services is a Service under the Agreement and is provided by Processor and not by Bank. Bank is not a party to this Schedule and is not liable to Customer in connection with the Service or this Schedule.

Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree to the following:

1. Description of Wireless Services

Wireless Services include intra-LATA two-way wireless transmissions of data using radio base stations and switching facilities between your Equipment terminals and our front-end platforms for the Authorization and Capture of Credit and Debit Card transactions. The parties acknowledge that a third-party provider has developed and provides the Wireless Services to Processor through a separate agreement. Your use of the Wireless Services confirms your receipt of, and agreement to be bound by, the terms and conditions of this Wireless Services Schedule.

2. Purchase of Wireless Services

To use the Wireless Services Customer will need a certified POS Terminal and agree to:

- (a) Obtain all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority for the operation of the Equipment used for the Wireless Services. Customer will promptly provide Processor with all information we may reasonably request with respect to matters relating to the rules and regulations of the FCC.
- (b) Processor reserves the right to make changes in the configuration of the Wireless Services, rules of operation, accessibility periods, Customer identification procedures, type and location of equipment, allocation and quantity of resources used, programming languages, administrative and operations algorithms and designations of the control center serving you at the particular address. In addition, Processor reserves the right to schedule interruptions of service for maintenance activities.

3. Software Licenses

Processor grants Customer a non-exclusive, non-transferable limited sublicense to use any Software solely in connection with Customer's use of the Wireless Services. In this Schedule, Software means all software used in, for, or in connection with the Equipment, the Wireless Services or access to them in any form. This includes source code, object code, and microcode, and any computer programs and documentation relating to or describing the software. The only right Customer obtains to the Software is the right to use the Software under the terms of this Schedule.

4. Wireless Services Fees

Customer will pay the fees for the Wireless Services as set forth in the Pricing Terms Schedule. If you did not select the Wireless Services on your initial Application, your Pricing Terms Schedule maybe amended to add any applicable Wireless Services fees.

5. Third Party Beneficiaries

Third party provider is a third party beneficiary of this Schedule and may enforce its provisions as if a party this Schedule.



Operating Rules

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About the Operating Rules

Payment acceptance solutions are an essential part of your business. To help make accepting payments as convenient as possible for you, we created the Operating Rules. It's a quick reference to some of the processing guidelines you'll encounter on a day-to-day basis. You'll also find best practices to help you prevent fraud, reduce Chargebacks, and properly handle payments, refunds and exchanges.

The Operating Rules are organized into three parts to help you find the information you need. At the end of the guide, you'll also find information specific to processing WEX®, Voyager®, American Express®, and Discover® payments.

If you have questions about processing payments, please contact customer service at the number listed on your merchant services statement. Your customer service team is here to make things easier so let us know what we can do to help.

Card Organization customer service information can be found on each of the Card Organization's web sites:

American Express® americanexpress.com/us/merchant/merchant-regulations.html

Discover® <https://www.discoverglobalnetwork.com/en-us/faq>

Mastercard® mastercard.us/en-us/business/overview/support/rules.html

Visa® usa.visa.com/support/consumer/visa-rules.html

Member bank contact information: Wells Fargo Bank, N.A., PO Box 6079, Concord, CA 94524 or call 1-800-451-5817

Important member bank responsibilities:

- the only Entity approved to extend acceptance of Card Organization products directly to a merchant;
- must be a principal (signer) to the Agreement;
- responsible for educating merchants on pertinent Visa and Mastercard Rules with which merchants must comply, but this information may be provided to you by Processor;
- responsible for and must provide settlement funds to the merchant; and
- responsible for all funds held in reserve that are derived from settlement.

Important merchant responsibilities:

- ensure compliance with cardholder data security and storage requirements;
- maintain fraud and chargebacks below Card Organization thresholds;
- review and understand the terms of the Agreement; and
- comply with Card Organization Rules and applicable law and regulations.

Part 1

The first step of a transaction actually begins before a customer even decides to make a purchase. This part of the Operating Rules outlines steps you'll need to take to help ensure customers are informed of their payment options and understand the terms of sale. You'll also find tips and important reminders for validating Cards in order to help reduce the risk of fraud. Finally, specific procedures for accepting debit and EBT payments are outlined.

1. Use of Card Organizations' Brands

You must:

- prominently display relevant trademarks of the Card Organizations at each of your locations, in catalogs, on websites and on other promotional material; and
- only use the official trademarks of ours and of the Card Organizations in the official format.

You must not:

- indicate that we or any Card Organization endorses your goods or services;
- use the trademarks of any Card Organization after your right to accept the Cards of that Card Organization has ended or that Card Organization has notified you to stop using their trademarks;
- use the trademarks of ours or of the Card Organizations in any way that injures or diminishes the goodwill associated with the trademarks; and
- use our trademarks or the trademarks of the Card Organizations in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

For special rules applying to the treatment of the American Express brand, please refer to Appendix 2.

2. Point of Sale (POS) Reminders

You must clearly and conspicuously:

- disclose all material terms of sale prior to obtaining an Authorization;
- at all points of interaction inform Cardholders which entity is making the sales offer, so that the Cardholders can clearly distinguish you from any other party involved in the interaction; and
- disclose any discount/incentive for customers to pay with cash, check, Credit Card or Debit Card and so on;
 - any such discount/incentive must be offered to all customers with no special treatment for any Card brand or card issuing bank.

If you accept orders via the internet, your website must include the following information in a prominent manner:

- a complete description of the goods or services offered;
- details of your (a) delivery policy; (b) consumer data privacy policy; (c) cancellation policy; and (d) returns policy;
- the transaction currency (US dollars, unless permission is otherwise received from Servicers);

- the customer service contact, including email address and telephone number;
- your address, including country;
- the transaction security used on your website;
- any applicable export or legal restrictions;
- your identity at all points of interaction with the Cardholder; and
- the date on which any free trial period ends.

If you limit refund/exchange terms or impose other specific conditions for Card sales, you must clearly print (in 1/4" letters) the words "No Exchange, No Refund," etc. on the Sales Draft near or above the Cardholder's signature, both on the Cardholder's copy and your copy.

During a liquidation or closure of any of your outlets, locations or businesses, you must post signs clearly visible to customers stating that "All Sales Are Final," and stamp the Sales Draft with a notice that "All Sales Are Final."

3. Validating the Cards

Card Present Transactions

- This section applies to any transaction where the Cardholder is present at the time of the sale. At the point of sale you must check the Card to:
 - verify that the Card is legitimate and valid;
 - verify that the Card is not visibly altered or mutilated;
 - capture Card data using the POS Terminal by swiping the Card (Magnetic Stripe), tapping/waving the Card (Contactless Payment) or inserting the Card (Chip Card);
 - ensure that the Cardholder either enters their PIN using the keypad or provides their signature if needed;
 - verify that the signature is identical to the name and signature on the Card (if a signature is provided);
 - verify the Card's valid from date (if applicable) and the expiration date;
 - verify that the Card number and expiration date on the Card are the same as on the transaction receipt and the number displayed on the POS Terminal;
 - verify that the name on the transaction receipt is the same as the name on the front of the Card (if applicable); and
 - ensure that the Cardholder appears to be the person shown in the photograph (for Cards with a photograph of the Cardholder).

If the signature panel on the Card is blank, you must:

- review positive identification bearing the Cardholder's signature (for example, a current passport or driver's license) to validate the Cardholder's identity; and
- require the Cardholder to sign the signature panel of the Card prior to completing the transaction.

Card Not Present Transactions

This section applies to any transaction where the Cardholder is not present, such as mail, telephone, internet and ecommerce. You may only conduct internet transactions if you have notified us in advance and received approval.

You must:

- obtain the Card account number, name as it appears on the Card, expiration date of the Card, and the Cardholder's statement address;
- use the AVS;
 - if you do not have AVS, contact customer service immediately;
- provide a copy of the Sales Draft to the Cardholder at the time of delivery with the following clearly printed
 - last four digits of the Cardholder's account number;
 - date of transaction;
 - description of the goods and services;
 - amount of the transaction (including shipping, handling, insurance, etc.);
 - Cardholder's name, billing address and shipping address;
 - Authorization code;
 - name and address (city and state required); and
 - for mail orders write "MO" and for telephone orders write "TO" on the Cardholder's signature line;
- obtain proof of delivery of the goods or services to the address designated by the Cardholder or, if the Cardholder collects the goods or services in person, obtain an imprint of the Card and the Cardholder's signature;
- notify the Cardholder of delivery time frames and special handling or cancellation policies;
- ship goods within seven days from the date on which Authorization was obtained;
 - if delays are incurred after the order has been taken, notify the Cardholder and obtain fresh Authorization of the transaction;
- use any separate Merchant Identification Numbers provided to you for internet orders in all your requests for Authorization and submission of Charges; and
- provide at least one month prior written notice to your acquirer of any change in your internet address.

It is strongly suggested that, if feasible, you obtain and keep a copy on file of the Cardholder's signature authorizing you to submit telephone and mail order transactions.

You must not:

- exceed the percentage of your total payment Card volume for Card Not Present sales, as set out in your application;

- submit a transaction for processing until after the goods have been shipped or the service has been provided to the Cardholder - the only exception to this is where the goods have been manufactured to the Cardholder's specifications and the Cardholder has been advised of the billing details;
- accept Card account numbers by electronic mail; and
- require a Cardholder to complete a postcard or other document that displays the Cardholder's account number in clear view when mailed or send any mailing to a Cardholder that displays personal information in clear view.

If a disputed Charge arises for a transaction conducted over the internet or electronically, a Chargeback may be exercised for the full amount.

For Discover transactions, please refer to Appendix 3 for the Discover protocol for internet transactions.

Address Verification Service

AVS and other fraud mitigation tools (such as Verified by Visa®, Mastercard® Secure Code, Card Validation Codes and Card Identification) do not guarantee against Chargebacks; but, if used properly, AVS helps to reduce the risk of fraud by confirming whether certain elements of the billing address provided by your customer match the billing address maintained by the Card issuing bank. AVS also may help you avoid incurring additional interchange expenses. AVS is a separate process from obtaining an Authorization and will provide a separate response. A transaction may be authorized regardless of the AVS response. It is your responsibility to monitor the AVS responses and use the information provided to help avoid accepting high-risk transactions.

Customer Activated Terminals (CAT) and Self Service Terminals

Self-service transactions initiated by the customer at an unattended CAT and Self Service Terminals have specific requirements for processing. You must contact Customer Service for approval and further instructions before conducting CAT or Self Service Terminal transactions.

4. Transaction Guidelines

Only present for payment valid Charges that arise from a transaction with a bona fide Cardholder.

You must not:

- set a minimum transaction amount of more than \$10 for any credit Cards or of any amount for Debit Cards;
- set a maximum transaction amount for any Credit Cards;
- establish any special conditions for accepting a Card;
- accept any direct payments from Cardholders for goods or services which have been included on a Sales Draft;
- require a Cardholder to supply any personal information for a transaction such as phone number, address or driver's license number unless (a) instructed by the Voice Authorization Center; (b) presented an unsigned Card; or (c) processing a Card Not Present Transaction ;
- submit any transaction representing the refinance or transfer of an existing Cardholder obligation which is deemed uncollectible, for example, a transaction that has been previously charged back, or to cover a dishonored check;

- submit Sales Drafts or Credit Drafts transacted on the personal Card of an owner, partner, officer or employee of your business establishment or of a guarantor who signed your application form, unless such transaction arises from a bona fide purchase of goods or services in the ordinary course of your business; and
- carry out Factoring, that is, the submission of Authorization requests or Sales Drafts for Card transactions transacted by another business.

5. Security

You are responsible for maintaining the security of your POS Terminals and for instituting appropriate controls to prevent employees or others from submitting Credits that do not reflect bona fide returns or reimbursements of earlier transactions. Please comply with the data security requirements shown below.

You must:

- install and maintain a secure firewall configuration to protect data;
- protect stored data;
- encrypt transmission of data sent across open/public networks, using methods indicated in the Payment Card Industry Data Security Standard (PCI DSS) which is available at www.pcisecuritystandards.org;
- use and regularly update anti-virus software and keep security patches up-to-date;
- 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;
- regularly test security systems and processes;
- maintain a policy that addresses information security for employees and contractors;
- restrict physical access to Cardholder information;
- destroy or purge all media containing obsolete transaction data with Cardholder information;
- 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; and
- use only those Services and devices that have been certified as PCI-DSS compliant.

You must not:

- use vendor-supplied defaults for system passwords and other security parameters;
- transmit Cardholder account numbers to Cardholders for internet transactions;
- store or retain Card verification Codes (three digit codes printed in the signature panel of most Cards and a four digit code printed on the front of an American Express Card) after final transaction Authorization; and
- store or retain Magnetic Stripe data, PIN data, Chip data or AVS data - only Cardholder account number, Cardholder name and Cardholder expiration date may be retained subsequent to transaction Authorization.

For internet transactions, copies of the transaction records may be delivered to Cardholders in either electronic or paper format.

6. TransArmor Services

If you are receiving TransArmor Services from us, the important information listed below applies to you.

You must:

- comply with the Card Organization Rules, including PCI DSS;
- demonstrate and maintain your current PCI DSS compliance certification;
 - Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable to your business;
 - if applicable to your business, passing quarterly network scans performed by an approved scan vendor, all in accordance with Card Organization Rules and PCI DSS;
- confirm that all third parties and software that you use for payment processing comply with the PCI DSS;
- deploy the data protection solution (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your systems including replacing existing Card numbers on your systems with tokens;
- use the token in lieu of Card numbers for **all** activities subsequent to receipt of the Authorization response, including settlement processing, retrieval processing, Chargeback and adjustment processing, and transaction reviews;
- confirm that any POS Terminal, gateway or VAR is certified by us for use with the data protection solution;
 - if you are uncertain whether your equipment is compliant, contact a customer service representative at 800-275-5305;
- use the service to enable Batch files sent to/from TransArmor to contain only tokens or truncated information;
- use truncated report viewing and data extract creation within reporting tools provided by us;
- follow rules or procedures we may provide to you from time to time regarding your use of the data protection solution; and
- promptly notify us of a breach of any these terms.

You must not:

- retain full Card numbers, whether in electronic form or hard copy;
- use altered version(s) of the data protection solution; and
- use, operate or combine the data protection solution or any related software, materials or documentation, or any derivative works thereof with other products, materials or Services in a manner inconsistent with the uses contemplated in this section.

7. PIN Debit Cards and Online PINless Debit

When accepting Debit Cards, you'll need to follow the specific requirements for each debit network, as well as, the general requirements set out in this section.

You must:

- read the account number electronically from the Magnetic Stripe/Chip for transactions authenticated with a PIN;
- request another form of payment from the Cardholder if the Magnetic Stripe and Chip are unreadable; and
- obtain a signature if PIN authentication is not supported or available.

You must not:

- process a Credit Card transaction in order to provide a refund on a Debit Card transaction;
- complete a Debit Card transaction without:
 - entry of the PIN by the Cardholder (and no one else); or
 - signature by the Cardholder (and no one else), unless the transaction is a “no-signature” signature debit transaction or a PINless Transaction specifically supported by the debit network;
- accept the PIN from the Cardholder verbally or in written form; and
- manually enter the account number for PIN debit transactions. Signature debit transactions may be key entered if you are unable to swipe the Card.

The debit network used to process your debit transaction will depend upon, among other things, our own business considerations, the availability of the debit network at the time of the transaction, and whether a particular Debit Card is enabled for a particular debit network.

The debit network used to route your transaction may or may not be the lowest cost network available. We may in our sole discretion:

- use any debit network available to us for a given transaction (including any of our affiliated PIN debit networks); and
- add or remove debit networks available to you based on a variety of factors including availability, features, functionality and our own business considerations.

You are responsible for securing your devices and for implementing appropriate controls to prevent employees or others from submitting Credits and voids that do not reflect actual returns or reimbursements off prior transactions.

You may offer cash back to your customers when they make a PIN Debit Card purchase. You may set a minimum and maximum amount of cash back that you will allow. If you are not currently offering this service, your POS Terminal may require additional programming to begin offering cash back as long as it is supported by the debit network.

You must reconcile your accounts for each location daily and notify us within 24 hours of any issues.

An adjustment is a transaction that is initiated to correct a Debit Card transaction that has been processed in error. For signature debit transactions (including “no-signature” signature debit transactions), both the Cardholder and the Card issuing bank have the right to question or dispute a transaction. If these questions or disputes are not resolved, a Chargeback may occur. You are responsible for all adjustment and Chargeback fees that may be charged by a debit network.

An adjustment may be initiated for many reasons, including:

- the Cardholder was charged an incorrect amount, whether too little or too much;
- the Cardholder was charged more than once for the same transaction;
- a processing error may have occurred that caused the Cardholder to be charged even though the transaction did not complete normally at the point of sale; or
- a Cardholder is disputing the goods or services provided.

All parties involved in processing adjustments and Chargebacks are regulated by timeframes that are specified in the operating rules of the applicable debit network, the Electronic Funds Transfer Act, Regulation E, and other applicable law.

8. Electronic Benefit Transfer (EBT) Transactions

We offer electronic interfaces to EBT networks for the processing, settlement and switching of EBT transactions initiated through the use of a state-issued EBT Card at your POS Terminal so that EBT recipients may receive EBT benefits.

EBT benefits may comprise of:

- United States Department of Agriculture, Food and Nutrition Service (FNS);
- Supplemental Nutrition Assistance Program (SNAP);
- Women, Infants and Children Benefits (WIC Benefits); or
- government delivered cash.

If you accept EBT transactions or provide EBT benefits you must:

- provide EBT benefits to EBT recipients in accordance with applicable law and the procedures set out in the Quest rules, in the amount authorized through your terminal, upon presentation by an EBT recipient of an EBT Card and such EBT recipient's entry of a valid PIN;
- use POS Terminals, PIN pad and printers or other equipment that meet required standards (including those set out in the Quest rules) during your normal business hours and in a manner consistent with your normal business practices;
- comply with the procedures set out in the Quest rules for Authorization of EBT benefits if your terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction;
- provide a receipt for each EBT transaction to the applicable EBT recipient;
- provide EBT benefits for EBT recipients from all states;
- notify us promptly if you plan to stop accepting EBT Cards and providing EBT benefits or if you are unable to comply with this section or the Quest rules;
- adequately display any applicable state's service Marks or other licensed Marks, including the Quest Marks, and other materials supplied by us in accordance with the standards set by the applicable state;
- use any Marks only to indicate that EBT benefits are issued at your location(s);

- maintain adequate cash on hand to issue EBT service provider authorized Cash Benefits; and
- issue Cash Benefits to EBT recipients in the same manner and to the same extent cash is provided to your other customers.

You must not:

- accept EBT Cards or provide EBT benefits at any time other than in compliance with this section or the Quest rules;
- designate and direct EBT recipients to special checkout lanes restricted to use by EBT recipients unless you also designate and direct other customers to special checkout lanes for Debit Cards, Credit Cards or other payment methods such as checks other than cash;
- resubmit any EBT Card transaction except as specifically permitted by the applicable Quest rules and procedures;
- accept any EBT Card for any purpose other than providing EBT benefits, including without limitation accepting an EBT Card as security for repayment of any EBT recipient obligation to you. If you violate this requirement, you will be obligated to reimburse the state or us for any EBT benefits unlawfully received by either you or an EBT recipient to the extent permitted by law;
- dispense cash for FNS, SNAP and WIC Benefits;
- disclose individually identifiable information relating to an EBT recipient or applicant for EBT benefits without prior written approval of the applicable state;
- use the Marks of any EBT service provider without prior written approval from such EBT service provider;
- indicate that we, any state, or its EBT service provider endorse your goods or services; and
- require, or in your advertising suggest, that any EBT recipient must purchase goods or services from you as a condition to receiving Cash Benefits, unless such condition applies to other customers as well.
- You must take sole responsibility for the provision of any EBT benefits other than in accordance with Authorizations received from the EBT service provider.

If an authorized terminal is not working or the EBT system is not available you must:

- manually accept EBT Cards and manually provide EBT benefits in the amount authorized through the applicable EBT service provider to the EBT recipients at no cost to the EBT recipients upon presentation by an EBT recipient of their EBT Card;
- obtain an Authorization number for the amount of the purchase from the applicable EBT service provider while the respective EBT recipient is present and before you provide the EBT recipient with any FNS, SNAP and WIC benefits, or Cash Benefits, as applicable;
- properly and legibly enter the specified EBT recipient, clerk and sales information, including the telephone Authorization number, on the manual Sales Draft; and
- clear all manual vouchers Authorizations on your point of sale terminal within 14 days after the date of applicable voice Authorization. If a voucher expires before it has been cleared by your terminal for payment, no further action can be taken to obtain payment for the voucher.

You must not:

- attempt to voice authorize a manual EBT transaction if the EBT recipient is not present to sign the voucher
 - the EBT recipient must sign the voucher;
 - you must give a copy of the voucher to the EBT recipient at the time of Authorization and retain one copy for your records;
- re-submit a manual Sales Draft for payment for a transaction if you have not received an Authorization number; and
- mail vouchers requesting payment.

You must take sole responsibility for (and you will not be reimbursed in respect of) a manual transaction if you fail to obtain an authorization number from the applicable EBT service provider in accordance with this section or otherwise fail to process the manual transaction in accordance with the Quest rules, except as specifically provided in the Quest rules.

Part 2

This part of the Operating Rules reviews essential elements of a transaction, including Authorizations, issuing refunds and exchanges, and handling special transactions like recurring payments. You'll also find information about Chargebacks and processes to put in place to avoid Chargebacks. Feel free to contact customer service with any questions that arise as you review this information.

9. Authorizations

General

- You must obtain an Authorization Approval Code from us for all transactions.
- A positive Authorization response remains valid for the timeframe set out in section 19.
- An Authorization Approval Code only indicates the availability of funds on an account at the time the Authorization is requested. It does not indicate that the person presenting the Card is the rightful Cardholder, nor is it a promise or guarantee that you will not be subject to a Chargeback or adjustment.
- You must not attempt to obtain an Authorization Approval Code from anyone other than us, unless we have authorized you to use a third party Authorization system as set out in section 9. An Authorization Approval Code from any other source may not be valid.
- If you use AVS, you must review the AVS response separately from the Authorization response and make your own decision about whether to accept the transaction. A transaction may receive an Authorization Approval Code from the Card issuing bank even if AVS is unavailable or reflects that the address provided to you does not match the billing address on file at the Card issuing bank.
- If you receive a Referral response to an attempted Authorization, you must not:
 - submit the transaction without calling for and receiving a voice Authorization; and
 - attempt another Authorization on the same Card through your POS Terminal.
- You must not attempt to obtain multiple Authorizations for a single transaction. If a sale is declined, do not take alternative measures with the same Card to obtain an approval of the sale from other Authorization sources. Instead, request another form of payment.

- If you fail to obtain an Authorization Approval Code or if you submit a Card transaction after receiving a decline (even if a subsequent Authorization attempt results in an Authorization Approval Code), your transaction may result in a Chargeback and it may be assessed fines or fees by the Card Organizations for which you will be responsible. Fees currently range from \$25 to \$150 per transaction.
- You will be charged for a request for an Authorization Approval Code (where applicable), whether or not the transaction is approved.
- For Card present transactions, it is highly recommended that you use your electronic Authorization device to swipe Magnetic Stripe Cards, tap/wave contactless Cards, or insert Chip Cards.

Card Not Present transactions

It is strongly suggested that you obtain the three digit Card Verification Code on the back of the Card (or the four digit verification code on the front of American Express cards) and that you include this code with each Card Not Present Authorization request unless the transaction is a recurring transaction.

For recurring transactions, submit the Card Verification Code only with the first Authorization request and not with subsequent Authorization requests.

For American Express Card Not Present transactions, please also refer to Appendix 2.

For Discover Card Not Present transactions, please also refer to Appendix 3.

Authorization via telephone (other than terminal/electronic device users)

- You must call your designated Voice Authorization Center toll free number and enter the Authorization information into the VRU using a touch tone phone or hold for an authorization representative.
- If the Voice Authorization Center asks you to obtain identification from the Cardholder before issuing an approval code, you must clearly write the appropriate identification source and numbers in the space provided on the Sales Draft.
- If the Voice Authorization Center asks you to confiscate a Card, do not take any action that will alarm or embarrass the Card presenter, and send the Card to Rewards Department, P.O. Box 5019, Hagerstown, MD 21740. You may be paid a reward for the return of the Card.
- If the sale is declined, please remember that our operators are only relaying a message from the Card issuing bank. The fact that a sale has been declined must not be interpreted as a reflection of the Cardholder's creditworthiness. You must instruct the Cardholder to call the Card issuing bank.

Authorization via electronic devices

- If you use an electronic terminal to obtain Authorization Approval Codes, you must obtain the Authorization Approval Codes for all sales through this equipment.
- If your terminal malfunctions, please refer to your Quick Reference Guide or call the POS Help Desk. Please remember to check your terminal periodically because most terminal problems are temporary in nature and are quickly corrected.
- If a terminal is moved or if wires are disconnected, causing malfunction, call the POS Help Desk immediately and follow their instructions. You may be responsible for any service charges incurred for reactivation of the terminal.

- Until the terminal becomes operable, you must call your designated Voice Authorization Center toll free number and enter Authorization information into the VRU using a touchtone phone. During this time, each transaction must be imprinted using an Imprinter.

Third party Authorization systems

If you have contracted to use one of our Authorization Services, you must not use another third party Authorization system without notifying customer service. Otherwise, we will be unable to successfully research and defend any Authorization related Chargebacks on your behalf. This delay will significantly decrease your time to research and provide proof of Authorization, thus reducing your opportunity to reverse a Chargeback.

If you use another Authorization network:

- you will be responsible for the downgrade of any transactions to a higher cost interchange that result from any mismatch of information to our systems and those of third party Authorization networks;
- liability resulting from discrepancies with that network must be resolved between you and that network;
 - we will not research Chargebacks resulting from Authorization Approval Codes obtained from another Authorization service organization and such Chargebacks will be passed through to you for resolution; and
- if an Authorization provided by a third party Authorization system is challenged in a Chargeback, you must obtain proof (for example, third party Authorization logs) from the Authorization source and submit it to us within the time frame specified on the Chargeback documentation.

Call the following for other Card types, each of which is available 24 hours per day; seven days per week:

American Express Direct	1-800-528-2121	
JCB, International*	1-800-522-9345	<i>*For YEN and CAD currency only</i>
TeleCheck	1-800-366-5010	
Voyager	1-800-987-6589	
WEX	1-800-842-0071	

You must enter manually all approved sales that have been authorized in this manner as “post -Authorization” transactions into the terminal, once the terminal becomes operational. You must enter all Credit Card transactions into the terminal for data capture. If you receive a Referral and subsequently receive an approval, you may be subject to a Chargeback. You must imprint the Card using an Imprinter to reduce the risk of such a Chargeback.

For specific procedures on electronic data capture, refer to the Terminal Operating Instructions/Users Guide. If the terminal malfunctions for more than 24 hours, contact customer service for further instructions on processing your transactions.

Automated dispensing machines

You must produce records for all transactions originating with automated dispensing machines or Limited Amount Terminals. Such records must include the last four digits of the Cardholder account number, merchant's name, terminal location, transaction date, identification of transaction currency, transaction type (purchase), Authorization code, and amount.

For Discover transactions, please refer to Appendix 3 for instructions on how to cancel an Authorization.

Partial Authorization and Authorization reversal

Partial Authorization provides an alternative to a declined transaction by permitting a Card issuing bank to return an Authorization approval for a partial amount. This amount is less than the transaction amount requested because the available Card balance is not sufficient to approve the transaction in full. The Cardholder is able to use the funds remaining on the Card to pay for a portion of the purchase and select another form of payment (in other words, another payment Card, cash, check) for the remaining balance of the transaction.

For Discover transactions, partial Authorization support is optional for Card Not Present transactions. If you support partial Authorizations, a partial Authorization indicator must be included in each Authorization request.

You must submit an Authorization reversal if the Authorization is no longer needed, a partial amount of the total authorized is submitted for the settled transaction, or the Cardholder elects not to complete the purchase. The transaction sent for settlement must be no more than the amount approved in the partial Authorization response. If you wish to support partial Authorization functionality, you must contact customer service for additional rules and requirements.

10. Special Types of Transactions

Payment by installments

If a Cardholder makes a deposit toward the full amount of the sale price and pays the balance on delivery, please follow the procedures set out in this section.

You must:

execute two separate Sales Drafts and obtain an Authorization for each Sales Draft on each transaction date;

- indicate on each Sales Draft whether it is for the deposit or the balance of payment, as well as the Authorization date and approval code;
- submit and seek Authorization of each delayed delivery transaction under the same Merchant Identification Number and treat deposits on the Card no differently than you treat deposits on all other payment products;
- complete Address Verification for each “balance” Authorization; and
- obtain proof of delivery upon delivery of the services/merchandise purchased.

You must not:

- submit sales data to us relating to the “balance” until the goods have been completely delivered or the services fully provided.

If delivery occurs after the timeframes set out in section 19, you must obtain a new Authorization for the unprocessed portion of the transaction prior to delivery. If the transaction is declined, contact the cardholder and request another form of payment. For example: On January 1, a cardholder orders \$2,200 worth of furniture and you receive an Authorization for the full amount; however, only a \$200 deposit is processed leaving a \$2,000 balance remaining on the furniture. An Authorization reversal must be processed for \$2,000. When the goods are available to ship, the \$2,000 transaction balance must be reauthorized.

Advance payment charges

If you permit or require cardholders to make advance payment charges for the following types of goods or services, please follow the procedures set out in this section:

- custom-orders (for example, orders for goods to be manufactured to a customer's specifications);
- ticketing for events or entertainment (for example, sporting events, or concerts);
- tuition, room, board, and other mandatory fees (for example, library or other students services fees at universities);
- tickets for airlines, rail lines, cruise lines, lodging, and other travel-related services (for example, tours or guided expeditions);
- vehicle rentals; or
- in store merchandise not immediately available (for example, merchandise pre-purchased for an upcoming sale event or merchandise on layaway).

For all advance payment transactions:

- state your full cancellation and refund policies;
- clearly disclose your intention to receive advance payment; and
- before you request an Authorization, obtain written consent from the Cardholder to bill the Card for an advance payment charge, including:
 - a detailed description of the goods or services to be provided;
 - his or her agreement to all of the terms of the sale including price, any cancellation or refund policies; and
 - the expected delivery date of the goods or services.

You must:

- obtain an Authorization approval;
- complete a Sales Draft; and
- if you cannot deliver the goods or services (for example, because custom-ordered merchandise cannot be fulfilled) and cannot make other arrangements, do immediately issue a Credit for the full amount of the advance payment charge.

For Card Not Present Transactions involving an advance payment:

- do ensure that the Sales Draft contains the words "Advance Payment"; and

- within 24 hours of the advance charge being authorized, do provide the Cardholder with written confirmation (for example, by email or facsimile) that advance payment charge has been made, the written confirmation must include (a) a detailed description of the goods or services to be provided; (b) the amount of the Charge; (c) the confirmation number (if applicable); (d) the details of any cancellation or refund policies; and (e) the expected delivery date of the goods or services.

Recurring transactions

If you process recurring transactions and charge a Cardholder's account periodically for goods or services (for example, yearly subscriptions, annual membership fees, etc.), please follow the procedures set out in this section.

You must:

- obtain written Cardholder approval for goods or services to be charged on a recurring basis to the Cardholder's account that at least specifies:
 - the Cardholder's name, address, account number and expiration date;
 - the transaction amounts;
 - the timing or frequency of recurring charges;
 - the duration of time for which the Cardholder's approval is granted; and
 - for Discover transactions, the total amount of recurring charges to be billed to the Cardholder's account, (including taxes and tips) and your Merchant Identification Number;
- obtain an Authorization for each transaction;
- At least 7 days before a recurring transaction, notify the cardholder through email or other agreed method of communication if any of the following:
 - A trial period, introductory offer or promotional period is going to end. Include in the communication the transaction amount and transaction date of subsequent recurring transactions and a link or other simple mechanism to enable the cardholder to easily cancel transactions online or through SMS/text message
- include the Recurring Payment Indicator in each Authorization request, and as applicable, each Batch submission entry;
- indicate on the Sales Draft "Recurring Transaction" (or "P.O." for MasterCard transactions) in lieu of the Cardholder's signature; and
- include a toll-free customer service number for Discover recurring transactions that the Cardholder can call to cancel his/her approval for the recurring transaction or to obtain other assistance relating to the recurring transaction.

You must not:

- include partial payments for goods or services purchased in a single transaction;
- impose a finance charge in connection with the recurring transaction or preauthorized order; and
- complete a recurring transaction after receiving a cancellation notice from the Cardholder or Card issuing bank or after a request for Authorization has been denied.

It is highly recommended that you obtain the three digit Card Verification Code on the back of the Card (or the four digit verification code on the front of American Express cards), include the number with the first Authorization request. This is not required for subsequent Authorization requests.

A positive Authorization response for one recurring transaction is not a guarantee that any future recurring transaction Authorization request will be approved or paid.

If the recurring transaction is renewed, you must obtain from the Cardholder a new written request for the continuation of such goods or services to be charged to the Cardholder's account.

If you or we have terminated your right to accept Cards, you must not submit Authorization requests or sales data for recurring transactions that are due after the date of such termination.

For American Express transactions please also see Appendix 2.

Stored payment credentials

If you store information (including, but not limited to, an account number or payment token) to process future purchases on behalf of the Cardholder, follow the procedures set out in this section.

You must ensure that you:

- include the appropriate data values when a payment credential is being stored for the first time;
- include the appropriate data values when a payment credential is being used to initiate a stored credential transaction;
- include the appropriate data values when a payment credential is being used to identify an unscheduled credentials on file transaction;
- submit a valid Authorization if an amount is due at the time the payment credential is being stored; and
- submit an Authorization verification if no payment is due at the time the payment credential is being stored.

You must not:

- store a payment credential if either the first payment transaction or account verification is declined.

Card checks

If you accept card checks, you must treat checks from all the Card Organizations that you accept equally

(for example, if you accept Mastercard and American Express, your check acceptance policy must treat checks for both of these Card Organizations equally). You should handle these card checks like any other personal check drawn upon a bank in the United States.

11. Sales Drafts

You must:

- prepare a Sales Draft for each transaction and provide a copy of the Sales Draft or transaction receipt to the Cardholder at the time the Card transaction is completed;
 - an exception is eligible transactions participating in any of the 'no signature required' programs;
- only collect transaction data provided directly to you by the Cardholder;
- include all of the following information on a single page document constituting the Sales Draft

- the Cardholder's account number;
 - Cardholder's signature, if required by the applicable Card Organization;
 - date of the transaction;
 - the total amount of the transaction, including any taxes to be collected, in the approved currency of the sale;
 - description of the goods or services involved in the transaction --if there are too many items, combine them into one description to ensure that all information is contained on a single page (for example, "clothing" instead of "tie, shirt, blouse");
 - description of your merchandise return and Credit/refund policy;
 - a valid Authorization Approval Code;
 - your Doing Business As (DBA) name and location (city and state required) and Merchant Identification Number;
 - the Merchant Identification Number is optional but if provided for Discover, include only the last four digits; and
- if the Card has a Magnetic Stripe and the POS Terminal fails to read the Magnetic Stripe, or if you are required to obtain a voice Authorization, you must also use a manual imprinting machine to make a clear impression of the Card on the same side of the signed Sales Draft. If you work in the face-to-face sales environment, you may include the Card Verification Code in the Authorization request for US domestic key-entered transactions in lieu of taking a manual Card imprint, except for Discover.

You must not:

include the Card expiration date or any more than the last four digits of the Card number in the copy of the Sales Draft which you provide to the Cardholder; or

- alter the Cardholder account number when imprinting Sales Drafts, circle or underline any information on the Sales Draft or alter a Sales Draft in any way after the transaction has been completed and signed;
 - stray marks and other alterations on a Sales Draft may result in it becoming unreadable or illegible.

If you participate in the Visa's "no signature required" program, Visa Easy Payment Service (VEPS), Quick Payment Service or Small Ticket, you are only required to provide the Cardholder with the completed Sales Draft when requested by the Cardholder.

If you are operating under certain merchant category codes (MCC) approved by a Card Organization, you are not required to:

- provide a transaction receipt, unless requested by the Cardholder; and
- obtain the Cardholder's signature provided that you transmit the full track data in the Authorization request and the sale amount is below the applicable program floor limit:
 - STAR - \$50 or less; and
 - Visa - \$25 or less, with the exception of grocery stores (MCC 5411) and discount stores (MCC 5310) for which the floor limit is \$50.

12. Refunds

You must:

Obtain an authorization on refund transactions. For American Express transactions, please refer to Appendix 2

- provide clear instructions to your customers regarding returns, including the following:
 - customer service telephone number;
 - reference number for the return;
 - expected processing time for the Credit; and
 - return address, preferably on a pre-formatted shipping label (if applicable);
- document your cancellation policy and terms and conditions on the contract the Cardholder signs, or on your website, as applicable;
- create a Credit Draft containing the following information for every refund:
 - account number;
 - Cardholder's name;
 - your name, city, state and Merchant Identification Number. Merchant Identification Number is optional but if provided for Discover, only include the last four digits
 - transaction type;
 - a description of the goods or services;
 - transaction date of the Credit; the total amount of the Credit;
 - for Discover transactions, the approved currency used and the signature of your authorized representative or employee; and
- submit all Credit Drafts to us within the timeframes set out in section 19;
- submit each Credit under the establishment where the Credit originated;
- provide full refunds for the exact dollar amount of the original transaction including tax, handling charges, etc., and in no circumstances provide a refund amount for more than the original Card sale amount;
- write clearly all amounts and other handwritten information - stray marks on the Credit Draft will render it illegible;
- if the Card cannot be swiped for any reason, imprint the Credit Draft with the same Card used by the Cardholder to make the original purchase when applicable; and
- ensure that the Cardholder signs the Credit Draft, give the Cardholder the appropriate copy, and deposit the Credit Draft immediately.

You must not:

- circle or underline any information on the Credit Draft;
- Credit an account that differs from the account used for the original transaction;

- include the Card expiration date or any more than the last four digits of the Card number in the copy of the Credit Draft which you provide to the Cardholder;
- give cash, check Credit refunds or other consideration for Card sales, with the exception of the following types transactions only:
 - If the card used to make the purchase is not available or the refund transaction authorization request is declined
 - VEPS Transaction;
 - the recipient of the gift is not the Cardholder ; or
 - Visa prepaid Card transaction if the Cardholder states that the Visa prepaid Card has been discarded;
 - attempted Authorization of the refund to the original Card was declined;
- intentionally submit a sale and an offsetting Credit at a later date solely for the purpose of debiting and crediting your own or a customer's account; and
- process a Credit transaction after a Chargeback has been received.

Your website must communicate your refund policy to your customers and require your customers to select a “click-to-accept” or other affirmative button to acknowledge the policy. The terms and conditions of the purchase must be displayed on the same screen view as the checkout screen that presents the total purchase amount, or within the sequence of website pages the Cardholder accesses during the checkout process.

For American Express transactions, please also refer to Appendix 2.

13. Exchanges

For an even exchange, no additional paperwork is necessary and you may simply follow your standard company policy.

For an uneven exchange, you must complete a Credit Draft, and follow the procedures outlined in section 11 for the total amount of the goods returned. The Cardholder's account will be credited for that amount. Then, complete a new Sales Draft for the total amount of any new goods purchased.

14. Chargebacks, Retrievals and Other Debits Chargebacks

Both the Cardholder and the Card issuing bank have the right to question or dispute a transaction. If such questions or disputes are not resolved, a Chargeback may occur. You are responsible for all Chargebacks, our Chargeback fees and related costs arising from your transactions. As a result, we will debit your Settlement Account or settlement funds for the amount of each Chargeback.

Due to the short time frames and the supporting documentation necessary to successfully and permanently reverse a Chargeback in your favor, we strongly recommend that:

- you adhere to the guidelines and procedures outlined in this guide;
- if you do receive a Chargeback, investigate, and if you dispute the Chargeback, submit the appropriate documentation within the required time frame;
- whenever possible, contact the Cardholder directly to resolve the dispute (except with respect to a Discover Cardholder with whom direct contact regarding the dispute is prohibited by Discover Card Organization Rules); and

- if you have any questions, call customer service.

You must not process a Credit transaction once a Chargeback is received, even with Cardholder Authorization, as the Credits may not be recoverable and you may be financially responsible for the Credit as well as the Chargeback. Instead, the Card issuing bank will Credit the Cardholder's account.

Chargeback process

If the Card issuing bank submits a Chargeback, we will send you a Chargeback notification, which may also include a Transaction Documentation Request. Due to the short time requirements imposed by the Card Organizations, it is important that you respond to a Chargeback notification and Transaction Documentation Request within the time frame set out in the notification.

Upon receipt of a Transaction Documentation Request, you must immediately retrieve the requested Sales Draft(s) using the following guidelines:

- make a legible copy, centered on 8-1/2 x 11-inch paper (only one Sales Draft per page);
- write the case number from the Transaction Documentation Request on each copy/page;
- if applicable, make copies of a hotel folio, car rental agreement, mail/phone/internet order form, or other form of receipt;
- if a Credit transaction has been processed, make a copy of the Credit Draft;
- letters are not acceptable substitutes for Sales Drafts;
- submit legible copies of the Sales Drafts and Credit Drafts to Processor's electronic chargeback or dispute management system; you may also fax or mail legible copies to Processor, but you may incur additional fees for each response submitted; and
- if you fax your response, please (a) set your fax machine to print your fax number and name on the documents that you send, and (b) set the scan resolution on your fax machine to the highest setting. We can use this information to help determine where the documentation received originated from if additional research is required, and the higher resolution setting improves the clarity of characters and graphics on the documentation transmitted and helps reduce the number of illegible fulfillments and Chargebacks.

We strongly recommend that you also include a detailed rebuttal letter along with all pertinent documents when responding to a transaction request or Chargeback notification (for example, rental agreement, imprinted portion of the invoice or Sales Draft; the portion signed by the Cardholder; and the area where the Authorization Approval Codes, with amounts and dates, are located).

If the information you provide is both timely and, in our sole discretion, sufficient to warrant a re-presentation of the transaction or reversal of the Chargeback, we will do so on your behalf. However, a re-presentation or reversal is ultimately contingent upon the Card issuing bank and/or Cardholder accepting the transaction under applicable Card Organization Rules. Re-presentation or reversal is not a guarantee that the Chargeback has been resolved in your favor.

If we do not receive a clear, legible and complete copy of the transaction documentation within the timeframe specified on the request, you may be subject to a Chargeback for "non-receipt" for which there is no recourse.

If you do not dispute the Chargeback within the applicable time limits as set by the Card Organization Rules, you will forfeit your reversal rights. Our only alternative, which is available for Visa and MasterCard only, is to attempt a good faith collection from the Card issuing bank on your behalf for non-fraud Chargeback reason codes. This process can take up to six months and must meet the Card issuing bank's criteria (for example, at or above a set dollar amount). Good faith collection attempts are not a guarantee that any funds will be collected on your behalf. Card issuing banks normally charge good faith collection fees, which are deducted from the transaction amount if accepted in addition to any processing fees that are charged by us.

The Card issuing bank may charge a handling fee which will be debited from your Settlement Account or settlement funds if a Transaction Documentation Request results from a discrepancy between the Sales Draft and the transmitted record regarding any of the following:

- the name of your business;
- the city, state, or country listed for your business; and
- the transaction date.

Visa: If we reverse the Chargeback and re-present the transaction to the Card issuing bank, the Card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before Visa. Visa currently charges a \$250 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges and any other applicable fees and charges imposed by Visa. Such fees and charges will be debited from your Settlement Account or settlement funds, in addition to the Chargeback.

STAR: If we reverse the Chargeback and re-present the transaction to the Card issuing bank, the Card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before STAR. Whether or not a decision is made in your favor, you will be responsible for all fees and charges relating to that arbitration and any other applicable fees and charges imposed by STAR. Such fees and charges will be debited from your Settlement Account or settlement funds, in addition to the Chargeback.

Mastercard: If we reverse the Chargeback and re-present the transaction to the Card issuing bank, the Card issuing bank, at its sole discretion, may elect to resubmit the Chargeback. In such event, at our discretion, we will debit your Settlement Account or settlement funds for the Chargeback. However, if you feel strongly that it is an invalid Chargeback, we may, on your behalf and at your request, submit the matter for arbitration before Mastercard. Mastercard currently charges a \$150 filing fee and a \$250 review fee. Whether or not a decision is made in your favor, you will be responsible for all such fees and charges, and any other charges imposed by Mastercard. Such fees and charges will be debited from your Settlement Account or settlement funds, in addition to the Chargeback.

Discover: If Discover rejects our re-presentment request and you feel strongly that the Chargeback is invalid, we may, at our discretion and on your behalf and at your request, submit the matter for dispute arbitration before Discover. Fees for re-presentment requests and matters submitted to Discover for arbitration are charged to acquirers by Discover. We, in turn, may charge you fees for these items.

American Express: You may request a Chargeback reversal if the Chargeback was applied in error, provided that (a) you have responded to the original inquiry within the specified timeframe set out in your dispute notification, and (b) you have provided all supporting documentation to substantiate the error.

Chargeback reasons

The following section outlines the most common types of Chargebacks. This list is not exhaustive. Within each group, we have included recommendations on how to reduce the risk of Chargebacks. These are recommendations only, and do not guarantee that you will eliminate Chargebacks.

Chargebacks due to Authorization description

Proper authorization procedures were not followed and valid Authorization was not obtained. Likely scenarios include:

- Authorization not obtained;
- Authorization was declined;
- transaction processed with an expired Card and Authorization was not obtained;
- transaction processed with an invalid account number and Authorization was not obtained; and
- Card Recovery Bulletin (CRB) or exception file was not checked (transactions below floor limit).

Recommendations to reduce Chargeback risk due to invalid Authorization:

- you obtain valid Authorization on the day of the transaction;
 - if you receive the following responses:
 - “decline” you should request another form of payment from the Cardholder;
 - “Referral” you should follow the VRU procedures to obtain a valid Authorization and obtain an imprint of the Card; and
 - “pick-up” means that the Card issuing bank is asking for the Card to be returned, you must not accept the Card for payment and, in addition, you may retain the Card and send it to us so that we can arrange for its return to the Card issuing bank;
- you must not exceed any predetermined thresholds for specific POS Terminal types as specified by each Card Organization; and
- you must ship goods within the timeframe set out in section 19, after you have obtained Authorization.

Chargebacks due to cancellation and returns description

Credit was not processed properly or the Cardholder has canceled or returned items.

Likely scenarios of Chargebacks due to cancellations and returns include:

- Cardholder received damaged or defective merchandise;
- Cardholder continued to be billed for canceled recurring transaction; and
- Credit transaction was not processed.

Recommendations to reduce Chargeback risk due to cancellation and returns include:

- you issue Credit to the Cardholder on the same account as the purchase in a timely manner;

- you do not issue Credit to the Cardholder in the form of cash, check or in-store/merchandise Credit as we may not be able to recoup your funds if the transaction is charged back;
- for recurring transactions ensure customers are fully aware of the conditions:
 - cancel recurring transactions as soon as notification is received from the Cardholder or as a Chargeback, and issue the appropriate Credit as needed to the Cardholder in a timely manner; and
 - notify the Cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, to allow the Cardholder time to cancel the transaction;
- provide proper disclosure of your refund policy for returned/canceled merchandise, or services to the Cardholder at the time of transaction.
- Card present, Cardholder signed the Sales Draft containing disclosure;
 - if applicable, the words “NO EXCHANGE, NO REFUND,” etc. must be clearly printed in 1/4-inch lettering on the Sales Draft near or above the Cardholder signature:
- ecommerce, provide disclosure on your website on the same page as check out;
 - Require the Cardholder to click to accept prior to completion; and
- Card Not Present, provide the cancellation policy at the time of the transaction;
- for any Travel & Entertainment (T&E) transaction, provide cancellation numbers to Cardholders when the services are canceled;
- ensure delivery of the merchandise or services ordered to the Cardholder; and
- participate in recommended fraud mitigation tools.

Chargebacks due to fraud description

Transactions that the Cardholder Claims are unauthorized; the account number is no longer in use or is fictitious, or the merchant was identified as “high risk.”

For Visa transactions, to ensure that you preserve your Chargeback rights, you must:

- complete a Retrieval Request and provide a sales slip that contains all required data elements; and
- respond to all Retrieval Requests with a clear legible copy of the transaction document that contains all required data elements within the specified timeframe.

Likely scenarios of Chargebacks due to fraud include:

- multiple transactions were completed with a single Card without the Cardholder's permission;
- a counterfeit Card was used and proper acceptance procedures were not followed;
- Authorization was obtained; however, full track data was not transmitted; and
- the Cardholder states that they did not authorize or participate in the transaction.

Recommendations to reduce Chargeback risk due to fraud include:

- obtain an Authorization for all transactions;

- for recurring transactions ensure customers are fully aware of the conditions:
 - cancel recurring transactions as soon as notification is received from the Cardholder or as a Chargeback, and issue the appropriate Credit as needed to the Cardholder in a timely manner;
 - notify the Cardholder within 10 days (domestic) and 15 days (international) in advance of each billing, allowing the Cardholder time to cancel the transaction;
 - American Express customers have the option to receive written notification of the recurring transaction at least 10 days prior to submitting, or any time the Charge amount exceeds a maximum amount that has been set by the Cardholder; and
- if you are utilizing an electronic device to capture Card data, swipe, dip or wave all Card transactions through your electronic Authorization device to capture Cardholder information;
 - when applicable, ensure the displayed Cardholder number matches the number on the Card.

You should avoid keying the Card data into your electronic Authorization device unless you are unable to capture the Card data through one of the above method. Otherwise, you should, imprint the card using a valid imprinting device that will capture the embossed Card and merchant information. You must write on the manually imprinted draft all pertinent information relating to the transaction (transaction date, dollar amount, Authorization code and merchandise description) and obtain the Cardholder signature.

Do not alter the imprint on the draft in any way. You are not protected from this type of Chargeback by manually entering the information into the POS Terminal.

Do not imprint on the back of a signed Sales Draft. The imprint must be on the transaction document that contains all transaction elements to prove the Card was present at the time of the transaction.

- Obtain the Cardholder signature for all transactions; ensure the signature on the Sales Draft matches the signature on the back of the Card.
- Process all transactions one time and do not Batch out transactions multiple times.
- Educate staff on procedures to eliminate POS fraud.

Recommendations to reduce Chargeback risk for Card Not Present Transactions include:

- ensure delivery of the merchandise or services ordered to the Cardholder;
- ensure you ship to the AVS confirmed address (bill to and ship to must match);
- obtain Authorization for all transactions;
- ensure merchant descriptor matches the name of the business and is displayed correctly on the Cardholder statement;
- ensure descriptor includes correct business address and a valid customer service number;
- refer to Appendix 2 for American Express fraud mitigation tools; and
- participate in recommended fraud mitigation tools:
 - Verified by Visa
 - Mastercard Secure Code

- American Express Safekey
- AVS; and
- use of Card Verification Code.

While transactions utilizing these tools may still be disputed, the service may assist you with your decision to accept certain Cards for payment.

Chargebacks due to Cardholder disputes Description

Goods or services not received by the Cardholder, Merchandise defective or not as described.

Likely scenarios of Chargebacks due to Cardholder disputes include:

- services were not provided or merchandise was not received by the Cardholder;
- Cardholder was charged prior to merchandise being shipped or merchandise was not received by agreed upon delivery date or location;
- Cardholder received merchandise that was defective, damaged, or unsuited for the purpose sold, or did not match the description on the transaction documentation/verbal description presented at the time of purchase;
- Cardholder paid with an alternate means and their Card was also billed for the same transaction;
- Cardholder canceled service or merchandise and their Card was billed;
- Cardholder billed for a transaction that was not part of the original transaction document;
- Cardholder Claims to have been sold counterfeit goods; and
- Cardholder Claims the merchant misrepresented the terms of sale.

Recommendations to reduce Chargeback risk for Cardholder disputes include:

- provide services or merchandise as agreed upon and described to the Cardholder; clearly indicate the expected delivery date on the sales receipt or invoice;
- contact the Cardholder in writing if the merchandise or service cannot be provided or is delayed, and offer the Cardholder the option to cancel if your internal policies allow;
- if the Cardholder received defective merchandise or the merchandise received was not as described; resolve the issue with the Cardholder at first contact;
- if the merchandise is being picked up by the Cardholder, have them sign for the merchandise after inspecting that it was received in good condition;
- do not charge the Cardholder until the merchandise has been shipped, according to the agreed upon terms, and a signed proof of delivery from the Cardholder is obtained;
- if unable to provide services or merchandise, issue a Credit to the Cardholder in a timely manner;
- accept only one form of payment per transaction;
- ensure the Cardholder is only billed once per transaction;

- do not bill Cardholder for loss, theft or damages unless authorized by the Cardholder; and
- ensure that a description of the service or merchandise provided is clearly defined.

Chargebacks due to processing errors description

Error was made when transaction was processed or it was billed incorrectly.

Likely scenarios of Chargebacks due to processing errors include:

- the transaction was not deposited within the Card Organization specified timeframe;
- the Cardholder was issued a Credit Draft. However, the transaction was processed as a sale;
- the transaction was to be processed in a currency other than the currency used to settle the transaction;
- the account number or transaction amount used in the transaction was incorrectly entered;
- a single transaction was processed more than once to the Cardholder's account;
- the Cardholder initially presented the Card as payment for the transaction, however, decided to use an alternate form of payment; and
- a limited amount or self-service terminal transaction was processed for an amount over the pre-determined limit.

Recommendations to reduce Chargeback risk for processing errors include:

- process all transactions within the Card Organization specified timeframes;
- ensure all transactions are processed accurately and only one time;
- if a transaction was processed more than once, immediately issue voids, transaction reversals or Credits;
- ensure that Credit transaction receipts are processed as Credits and sale transaction receipts are processed as sales;
- ensure all transactions received a valid Authorization Approval Code prior to processing the transaction;
- also obtain a legible magnetic swipe or imprinted Sales Draft that is signed;
- do not alter transaction documentation or make any adjustments unless the Cardholder has been contacted and agrees to modifications of the transaction amount; and
- ensure limited amount, self-service and automated fuel dispenser terminals are set properly to conform to the predetermined limits.

Chargebacks due to non-receipt of information description

Failure to respond to a Retrieval Request or the cardholder does not recognize the transaction.

Likely scenarios of Chargebacks due to non-receipt of information include:

- the transaction documentation was not provided to fulfill the Retrieval Request;
- the Retrieval Request was fulfilled with an illegible Sales Draft or was an invalid fulfillment (incorrect Sales Draft or the Sales Draft did not contain required information that may include signature); and

- the Cardholder does not recognize or is unfamiliar with the transaction due to the merchant name or location not matching the name or location where the transaction took place.

Recommendations to reduce Chargeback risk for non-receipt of information include:

- provide a clear and legible copy of the Sales Draft that contains all required data elements within the required timeframe that is specified on the Retrieval Request;
- ensure that the most recognizable merchant name, location and customer service phone number is provided on all transactions;
- retain copies of all transaction documentation for the required timeframe that is specified by each Card Organization; and
- develop efficient methods to retrieve transaction documentation to maximize ability to fulfill requests.

15. Suspect/Fraudulent Transactions

If the Card being presented or the behavior of the person presenting the Card appears to be suspicious or you otherwise suspect fraud, you must immediately call the Voice Authorization Center and ask to speak to a Code 10 operator. Answer all their questions and follow their instructions.

While not proof that a transaction is fraudulent, there are considerations you should make to help prevent fraudulent transactions that could result in a Chargeback.

Does the Cardholder:

- appear nervous/agitated/hurried;
- appear to be making indiscriminate purchases (for example, does not care how much an item costs, the size, etc.);
- make purchases substantially greater than your usual customer (for example, your average transaction is \$60, but this transaction is for \$360);
- insist on taking the merchandise immediately (for example, no matter how difficult it is to handle, is not interested in free delivery, alterations, etc.);
- appear to be purchasing an unusual amount of expensive items or the same items;
- take an unusual amount of time to sign the Sales Draft, or look at the back of the Card as he signs;
- talk fast or carry on a conversation to distract you from checking the signature;
- take the Card from a pocket instead of a wallet;
- repeatedly come back, in a short amount of time or right before closing time, to make additional purchases;
- cause an unusual, sudden increase in the number and average sales transactions over a one-to three-day period;
- tell you he has been having some problems with his Card issuing bank and request that you call a number (that he provides) for a “special” handling or Authorization;
- have a previous history of disputed Charges;

- place orders to be shipped to an address other than the billing address, or use anonymous/ free email domains; or
- place orders sent to zip codes or countries where you show a history of fraudulent claims.

A legitimate card should:

- have characters the same size, height, style and all within alignment;
- have “valid from” (effective) and “valid thru” (expiration) dates consistent with the sale date; and
- have a chip on the front and/or a Magnetic Stripe on the back on the Card.

A counterfeit card may:

- appear to be re-embossed (the original numbers or letters may be detected on the back of the Card);
- have a damaged hologram;
- have a damaged chip; or
- have an altered signature panel (for example, appear discolored, glued or painted, or show erasure marks on the surface).

We also recommend that you are vigilant for any Cardholder who behaves as follows, specifically in relation to prepaid Cards:

- frequently makes purchases and then returns the goods for cash;
- uses prepaid Cards to purchase other prepaid Cards; or
- uses large numbers of prepaid Cards to make purchases.

Gift Cards, jewelry, video, stereo, computer and camera equipment, shoes and men's clothing are typically fraud-prone because they can easily be resold. Also be suspicious of high dollar amounts and transactions with more than one fraud prone item, (for example, two laptops, three gold chains, etc.).

Part 3

In this part of the guide you'll find helpful information about what to do if a Card is left at your business, how long you must retain copies of records, how to return equipment and important transaction timeframes. This is also where you'll find additional guidelines for specific industries including:

- Lodging
- Vending machines
- Travel & Entertainment
- Telecommunications
- Restaurants
- Petroleum

If you'd like additional information about anything you've read in the Operating Rules, please contact customer service.

16. Lost/Recovered Cards

If a Card is left behind and remains unclaimed, you should call the appropriate Card Organization's customer service team via the number below and they will instruct you on how to handle it:

Visa	1-800-336-8472
Mastercard	1-800-826-2181
Discover	1-800-DISCOVER (1-800-347-2683)
American Express	1-800-992-3404

17. Retention of Records

You must securely retain legible copies of all Sales Drafts and Credit Drafts or any other transaction records for the following periods:

- **Mastercard, Visa, and STAR:** 13 months from the transaction date. Five years for healthcare Sales Drafts and Credit Drafts.
- **Discover:** The longer of (a) 365 days or (b) the resolution of any pending or threatened disputes, Claims, disagreements or litigation involving the Card transaction. You must also keep images or other copies of Sales Drafts for no less than three years from the date of the Discover transaction.
- **American Express:** 24 months from the date on which you submitted the Sales Draft or Credit Draft to us. You must provide all Sales Drafts and Credit Drafts or other transaction records requested by us within the shortest time limits established by Card Organization Rules.

18. Return of Equipment

To return POS Terminal that you do not own, you must call customer service for the address of the location to send the device. You must include the following information in the shipping box:

- your name, address and phone number;
- the name of the person to contact if there are any questions;
- your Merchant Identification Number;
- the lease number (if applicable); and
- the serial number of the POS Terminal (found on the underside of the POS Terminal).

You must return the POS Terminal in a manner that can be tracked. Reference the lease number (if applicable) on the return packaging.

19. Timeframes Authorizations

A positive (approved) Authorization response remains valid for:

- seven days for Mastercard electronic processed transactions;
- 10 days for Visa, Discover, and STAR electronic processed transactions

- with exception of 30 days for Visa and Discover, or 20 days for STAR for car rental, airline and passenger railway, lodging, and other Travel & Entertainment (T&E) categories;
- seven days for American Express electronic processed transaction
 - with exception of 30 days for the Travel & Entertainment (T&E) industries.

Delayed deliveries

If delivery is more than:

- seven days (Mastercard, Visa, American Express, and STAR transactions);
- 10 days (Discover); or
- after the original transaction date and the initial Authorization request, you must reauthorize the unprocessed portion of the transaction prior to delivery.

Refunds

You must submit all Credit Drafts to us within five days of determining that a Credit is due.

20. Additional Provisions for Specific Industries Merchants in the lodging industry

There are additional rules and requirements that apply to merchants in the lodging industry for practices including, but not limited to, guaranteed reservations and charges for no shows, advance deposits, overbookings, and priority checkout. If you are a lodging merchant and wish to participate in the Card Organization lodging services programs, please contact your sales representative or relationship manager for details and the appropriate Card Organization requirements. You must provide the Cardholder with written confirmation of a guaranteed reservation.

The confirmation must contain:

- Cardholder's name as it appears on the Card, if present;
- Card number, truncated where required by applicable law to you or us and Card expiration date if present, unless prohibited by applicable law to you or us;
- reservation confirmation number;
- anticipated arrival date and length of stay;
- the cancellation policy in its entirety, inclusive of the date and time the cancellation privileges expire; and
- any other pertinent details related to the reserved accommodations.

If a Cardholder requests a cancellation in accordance with your cancellation policy and specified time frames, you must provide the Cardholder with a cancellation number and instructions to retain a record of it.

If a Cardholder requests a written confirmation of the cancellation, you must provide this confirmation to the Cardholder within three Business Days of such request.

The cancellation confirmation must contain:

- the Cardholder's reference that Charges were placed on the Card, if applicable, or a guarantee that a "no-show" Charge will not be placed on the card;
- the Cardholder's name as it appears on the card, if present;
- the Card number, truncated as required by applicable law to you or us;
- the Card expiration date, if present, unless prohibited by applicable law to you or us;
- the reservation cancellation number;
- the date of cancellation;
- the name of your employee that processed the cancellation; and
- any other pertinent information related to the reserved accommodations.

Pre-Authorization for Travel & Entertainment (T&E) and restaurant merchants

If you are a business engaged in providing travel and entertainment services (for example, car rentals, hotels, motels, etc.) or a restaurant business, and engage in the practice of pre-Authorization, you must comply with the following general procedures:

- a hotel, motel, or car rental merchant may obtain an estimated Authorization at the time of check-in;
- restaurants must not add an estimated tip amount to the Authorization request beyond the value of the goods provided, or services rendered, plus any applicable tax;
- you must notify the Cardholder of the dollar amount you intend to pre-authorize;
- if the customer decides to use another form of payment (for example, cash, check, etc.) you must promptly submit an Authorization or promptly call the Voice authorization Response Unit to delete the Authorization hold;
 - provide the Cardholder's account number, original dollar amount and date of the transaction, and the Authorization code;
 - if a new transaction takes place, a new imprinted and signed Sales Draft for the exact amount and a new Authorization code for that amount must be obtained;
- **vehicle rental providers may not include potential vehicle damage or insurance deductibles in pre-authorizations;**
- if you receive a decline on a transaction, you must wait 24 hours before attempting to reauthorize;
 - if you reauthorize prior to this time frame and receive an approval, you may be subject to a Chargeback and a fine imposed by the Card Organizations;
- hotels, motels, and car rental merchants are allowed up to a 15% variance above the amount authorized;
 - if the final amount Charged to the Cardholder exceeds the original estimate by more than 15% above the pre-Authorization, you must authorize any additional amounts, and all incremental Authorization codes must be written in the Authorization area along with the date of Authorization and the amount authorized;

- pre-Authorization for certain establishments services, are allowed up to a 20% (instead of 15%) variance above the amount authorized;
 - if the final amount exceeds the amount pre-authorized by more than 20%, you must authorize the additional amount;
 - estimating the Authorization amount to include a tip is prohibited;
 - the Authorization request must include only the amount associated with the bill presented to your customer; and
- you must obtain an Authorization for the initial estimated Charges and then monitor the Charges to ensure that the actual Charges made do not exceed the estimated Charges;
 - if the actual Charges exceed the amount of the initial estimated Authorization (and any subsequent estimated Authorizations), then you must secure a positive Authorization for the additional amount;
 - subsequent Authorizations must only be for the additional amount of total Charges, and must not include any amounts already authorized;
- the estimated amount of any pre-Authorization for lodging accommodations must be based on (a) the intended length of stay; (b) the room rate; (c) applicable taxes and service Charges; and (d) other miscellaneous Charges as dictated by experience;
- if an Authorization request is declined, no Charges occurring after that date will be accepted for that Cardholder; and
- you do not need to obtain a final Authorization if the total sum of Charges (the final amount) does not exceed 20% of the previously authorized Charges. You must record the dates, authorized amounts, and their respective Authorization Approval Codes on the Sales Draft(s).

Merchants operating vending machines

For Mastercard, if you are operating vending machines under MCC 5499 (Miscellaneous Food Stores-Convenience Stores, Markets, Specialty Stores), you need not provide a receipt at the time a transaction is conducted. However, if a vending machine cannot provide a printed receipt, you must disclose and post instructions advising Cardholders how a receipt may be obtained.

Telecommunication service providers

You must contact customer service for approval and further instructions, rules and requirements before conducting telecommunication transactions.

Telecommunication Card Sales occur when a telephone service provider is paid directly using a Card for individual local or long-distance telephone calls, with the exception that prepaid telephone service Cards are not and do not give rise to telecommunication Card Sales.

The petroleum industry

For Visa, Mastercard, STAR, American Express, and Discover transactions, merchants operating in the petroleum industry that conduct Card sales at Automated Fuel Dispensers (AFDs), may submit an Authorization request for \$1 to verify the validity of the Card presented. Under such circumstances, you must submit an Authorization advice message for the actual amount of the Card sale within 60 minutes of completion of fuel delivery regardless of whether you previously received a partial Authorization response or a positive Authorization response for any other amount. If you do not complete the Card sale following receipt of an approved Authorization response for any amount, a request to cancel the Authorization request must be submitted within 60 minutes of the completion of fuel delivery.

Appendix 1 - Additional provisions for WEX and Voyager

WEX Cards

If you participate in the WEX Full Service Program, the following terms and conditions will apply:

You must ensure that you:

- provide, at your own expense, all equipment necessary to permit the electronic acceptance of the WEX Cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services;
- include in any request for Authorization the following information:
 - WEX Cardholder account number;
 - vehicle number;
 - Card expiration date;
 - driver identification number;
 - the amount of the transaction;
 - the date and time of the transaction;
 - the quantity of goods sold, unit price, and product code (the “Authorization Request Data”); and
 - an Authorization number or other approval code from WEX for all manual WEX Card sales (in other words, sales facilitated by a Card Imprinter);
- ensure that the product detail of each transaction is accurate including:
 - the type of goods sold;
 - quantity of goods sold;
 - unit price/price per gallon (if applicable);
 - taxes; and
 - any coupons presented;
- ensure that the product detail outlined equals the total amount of the sale when calculated (in other words, product quantity x unit price must equal the product amount. The sum of all product amounts including taxes minus any coupons must equal the total transaction amount);
- complete a WEX Card sale only upon the receipt of an Authorization approval message;
- provide a copy of the receipt for a WEX Card sale upon the request of the Cardholder, to the extent permitted by applicable law
 - the receipt must not include the full account number or driver identification number;
- require the Cardholder to sign a receipt when a WEX Card sale is not completed by an island Card reader;
- take all commercially reasonable efforts to protect manual WEX Card sales data from fraud or misuse;

- securely maintain a record of all WEX Card sales (including the Authorization request data) for a period of one year;
 - you must produce such records upon the reasonable request of WEX;
- notify us of any errors contained in a settlement report within 45 days of receipt of such report;
 - we will not accept reprocessing requests for WEX transactions older than 90 days;
- allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Service; and
- retransmit WEX Card sales data when reasonably requested to do so.

You must not:

- submit a WEX Card sale for processing unless a WEX Card is presented at the time of the sale;
- accept a WEX Card if an expired Card / decline message is received;
- submit a WEX Card sale for processing until the goods have been delivered or services performed;
- accept a WEX Card if it appears to be invalid or expired or there is reasonable belief that the WEX Card is counterfeit or stolen;
- divide the price of goods and services purchased in a single WEX Card sale among two or more sales receipts;
- permit a WEX Card sale when only partial payment is made by use of the WEX Card and the balance is paid with another bank Card; and
- remove fuel tax at the point of sale is not permitted. For all payment system product codes that are taxable, the transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

You acknowledge and agree that your sole remedies with respect to the WEX Full Acquiring services will be against us and not WEX, except to the extent that WEX knows of any fraud related to the WEX Cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services.

Voyager Cards

- You must check Fleet Cards for any printed restrictions at the point of sale.
- You must establish a fair policy for the exchange and return of merchandise.
- You must promptly submit Credits to us for any returns that are to be credited to a Voyager Cardholder's account.
- You must not give any cash refunds to any Voyager Cardholder in connection with a sale, unless required by law.

In addition to the information set out in section 11 (Sales Drafts), you must include the information below on a single page document constituting the Sales Draft for Voyager transactions.

- All Authorization request data for Voyager Card sales must include the following:
 - Voyager Cardholder account number,

- Card expiration date,
 - driver identification number;
 - the amount of the transaction, date and time of the transaction; and
 - quantity of goods sold, unit price, and product code (the “Authorization Request Data”).
- All manual Voyager Card sales (in other words, sales facilitated by a Card Imprinter) must include:
 - the Authorization Request Data;
 - an Authorization number or other approval code from Voyager; and
 - the type of goods sold, quantity of goods sold, unit price/price per gallon (if applicable), taxes; and
 - any coupons presented within the product.

The product detail outlined must equal the total amount of the sale when calculated, in other words:

- product quantity x unit price must equal product amount; and
- the sum of all product amounts including taxes minus any coupons must equal the total transaction amount.

You must not remove fuel tax at the point of sale. For all payment system product codes that are taxable, transaction dollar amount and price per gallon (PPG) must contain the sum of the fuel cost and PPG inclusive of all applicable Federal, State, County, Local and other fuel taxes.

If there is an increase of 15% or more compared to the previous month in the number of Voyager transaction Authorization calls that are not due to our or Voyager system outages, we may, at our discretion, deduct telephone charges from the settlement of your Voyager transactions. Fees will not exceed \$0.25 (25 cents) per call.

Settlement of Voyager transactions will generally occur by the fourth banking day after we process the applicable Card transactions. We will reimburse you for the dollar amount of sales you submit for a given day, reduced by the amount of Chargebacks, tax exemptions, discounts, Credits, and the fees set out in the Agreement. You must notify us of any errors contained with the settlement reports within 30 calendar days of receipt of such report. Neither we nor Voyager will be required to reimburse you for sales submitted more than 60 calendar days from the date of purchase.

For daily transmission of sales data, you must securely maintain true and complete records for a period of not less 36 months from the date of the generation of the data. You may store records on electronic Media, if secure. You are responsible for the expense of retaining sales data records and Sales Drafts.

Appendix 2 - Additional provisions for American Express transactions

American Express OptBlue® Program

For merchants participating in the American Express OptBlue® Program, you should review the operating guide made available to you www.americanexpress.com/merchantopguide.

Treatment of the American Express Marks

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the American Express Card and display the American Express Marks (including any Card application forms provided to you) as prominently and in the same manner as any other payment products.

You must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without our prior written consent) indicate that American Express endorses your goods or services.

You must only use the American Express Marks as permitted. You must cease using the American Express Marks upon termination of your acceptance of American Express Cards.

For additional guidelines on the use of the American Express Marks, please contact customer service.

Treatment of American Express Cardholder Information

Any and all Cardholder information is confidential and the sole property of the Card issuing bank, American Express or its affiliates. Except as otherwise specified, you must not disclose Cardholder Information, nor use nor store it, other than to facilitate transactions at your establishments in accordance with the terms on which you are authorized to accept American Express Cards.

Authorization for Card Not Present transactions

If you process a Card Not Present transaction you must obtain the following information:

- the Card number or token;
- the Card number or token expiration date;
- the Cardholder's name as it appears on the Card;
- the Cardholder's billing address; and
- the delivery address if different from the billing address. In addition, for internet transactions you must:
 - use any separate Merchant Identification Numbers (Seller ID) established for your internet orders in all of your requests for Authorization and Submission of Charges;
 - provide us with at least one month's prior written notice of any change in your internet address; and
 - comply with any additional requirements that American Express provides from time to time.

American Express has the right to Chargeback for any Card Not Present Transaction that the Cardholder denies making or authorizing. However, American Express will not Chargeback for any Card Not Present Transaction based solely upon a Claim by a Cardholder that he or she did not receive the disputed goods if you have:

- verified the address to which the goods were shipped was the Cardholder's full billing address; and
- provided proof of delivery signed by the Cardholder or an authorized signer of the Card indicating the delivery of the goods or services to the Cardholder's full billing address.

American Express will not be liable for actual or alleged fraudulent transactions over the internet and will have the right to Chargeback for those Charges.

If a disputed transaction arises involving a Card Not Present transaction that is an internet electronic delivery transaction, American Express may exercise a Chargeback for the full amount of the transaction and place you in any of its Chargeback programs.

Sales Drafts (also known as Charge Record)

For each transaction submitted:

- electronically - you must create an electronically reproducible Sales Draft; and
- on paper (under extraordinary circumstances only)- you must create a Sales Draft containing all of the following required data:
 - full Card number and expiration date, and if available, Cardholder name;
 - the date the transaction was incurred;
 - the amount of the transaction, which must be the total price for the purchase of goods and services (plus applicable taxes and gratuities) purchased on the Card;
 - the Authorization approval;
 - a clear description of the goods and services purchased by the Cardholder;
 - an imprint or other descriptor of your name, address, Merchant Identification Number and, if applicable, store number;
 - the words "No Refunds" if you have a no refund policy, and your return and cancellation policies; and
 - Cardholder's signature (if a Card Present transaction), or the words "telephone order," "mail order," "internet order," or "signature on file," as applicable (if a Card Not Present Transaction).

In the Sales Draft (and a copy of the customer's receipt) you must:

- include your return and cancellation policies; and
- mask truncated Card number digits with replacement characters such as "x," "*" or "#," and not blank spaces or numbers.

If the Cardholder wants to use more than one Card for payment of a purchase, you may create a separate Sales Draft for each Card used. However, if the Cardholder is using a single Card for payment of a purchase, you must not divide the purchase into more than one transaction, and you must not create more than one Sales Draft.

Refunds

To issue a refund you must:

- compare the last four digits on the Sales Draft against the Card presented (when applicable);
- issue the Credit in the currency in which the original transaction was submitted to us; and
- issue the Credit to the Card used to make the original purchase. If the Credit is for the return of a gift by someone other than the Cardholder who made the original purchase, you must apply your usual refund policy.

If the Cardholder indicates that the Card on which the purchase was originally made is no longer active or available:

- for all cards except prepaid Cards - advise the cardholder that you must issue the Credit to that Card; and if the Cardholder has questions, advise him or her to call the customer service number on the back of the Card in question; and
- for prepaid Cards - apply your usual refund policy for returns.

In the Credit Draft delivered to the Cardholder you must mask truncated Card number digits with replacement characters such as “x,” “*” or “#,” and not blank spaces or numbers.

Your refund policy for Card transactions must be at least as favorable as your refund policy for purchases made with other payment products or other payment methods.

If you issue a Credit, American Express will not refund the discount or any other fees or assessments previously applied on the corresponding transaction. The discount on Chargebacks will not be refunded.

Fraud mitigation tools

American Express offers fraud mitigation tools for both Card Present and Card Not Present transactions to help verify that a transaction is valid. These tools help you mitigate the risk of fraud at the point of sale, but are not a guarantee that a transaction is in fact valid or bona fide, or that you will not be subject to a Chargeback.

For optimal use of the tools, please visit American Express' Fraud Prevention Information at www.americanexpress.com/fraudinfo.

Recurring transactions

For recurring transactions you must offer the Cardholder the option to receive written notification for the recurring transaction(s) at least 10 days prior to submitting, or any time the transaction amount exceeds a maximum amount that has been set by the Cardholder. You must clearly and conspicuously disclose all material terms of the option, including, if applicable, the fact that recurring billing will continue until the option is canceled by the Cardholder. If the material terms of the option change after submission of the first recurring transaction, you must promptly notify the Cardholder in writing of such change and obtain the Cardholder's express written consent to the new terms prior to submitting another recurring transaction.

For recurring transactions you must:

- periodically verify with Cardholders that their information (for example, Card number, expiration date, billing address) is still accurate. This will improve the likelihood of obtaining an approval to an Authorization request;
- retain evidence of consent to receive updated Card account information from the Card issuing bank for 24 months from the date you submit the last recurring transaction;
- ensure that your process for cancellation of recurring transactions is simple and expeditious; and
- within 24 hours of incurring the first recurring billing transaction, provide the Cardholder written confirmation (for example, email or facsimile) of such transaction, including all material terms of the option and details of your cancellation/refund policy.

If your recurring transaction amounts vary, you must offer the Cardholder the right to receive written notification of the amount and date of each recurring transaction:

- at least 10 days before submitting each transaction; and
- whenever the amount of the transaction exceeds a maximum recurring transaction amount specified by the Cardholder.

For more information about processing prepaid Cards:

- call the customer service number on the back of the Card in question; and
- see American Express Card Organization Rules regarding “additional Authorization requirements.”

No Signature Program

You may participate in the No Signature Program under which you are not required to request a signature from Cardholders on the transaction record provided that: your business is classified in an industry that accepts in-person Charges, with the exception of the following categories:

- merchants who do not conduct in-person Charges (in other words, internet, mail order or telephone order);
- prohibited merchants or prohibited transactions (or both) as defined in American Express Card Organization Rules regarding “risk evaluation”;
- high-risk Merchants (for example, internet electronic services or nightclubs/lounges) as defined in American Express Card Organization Rules regarding high risk merchants;
- merchants placed in our Fraud Full Recourse Program (see American Express Card Organization Rules regarding “Chargeback programs”).

The transaction:

- amount must meet the threshold established in American Express' country specific policy;
- must include the appropriate indicator to reflect that the Card and the Cardholder were present at the point of sale; and
- must include a valid approval.

Under the American Express No Signature Program, Chargebacks will not be exercised for such Charges based solely on your failure to obtain the Cardholder's signature at the point of sale.

If a disproportionate number of disputed Charges under the No Signature Program occur, you must cooperate to reduce the number of disputed Charges. If such efforts fail, you may be placed in American Express Chargeback programs, or your participation in the No Signature Program may be modified or terminated.

Travelers Cheques

Travelers Cheques are available in various denominations and currencies. The denominations in US dollars range from \$20 to \$1000. You must exercise caution when presented with a Travelers Cheque in a denomination of \$500 or greater. The higher denominated Travelers Cheques are rarely sold, and so more likely to be counterfeit.

To accept a Travelers Cheque, watch your customer countersign in the lower left corner of the Travelers Cheque, and compare the countersignature to the signature in the upper left corner of the Travelers Cheque. If the signature and countersignature are a reasonable match (they look alike, but may not be identical), you may accept the Travelers Cheque and there is no need to obtain any identification.

If you suspect that the countersignature may be false, or you did not watch the customer countersign, ask your customer to turn the Travelers Cheque over and sign again across the left-hand side (in the same manner one typically endorses a check). Once signed, take the Travelers Cheque and fold up the bottom right-hand corner so that you can compare the original signature with the new one. If the signatures are not the same, or you have any questions regarding the validity of the Travelers Cheque, call American Express customer service.

If you suspect that the Travelers Cheque may be fraudulent, verify that it is authentic by performing the smudge test:

- turn the Travelers Cheque over (non-signature side);
- wipe a moistened finger across the denomination;
 - on the right side of the Travelers Cheque, the ink should not smudge; and
 - on the left side of the Travelers Cheque, the ink should smudge.

You can obtain online Authorization at www.americanexpress.com/verifyamextc. You are not required to obtain Authorization before accepting a Travelers Cheque.

High CV Merchants

You acknowledge that you will be converted from the American Express US Enhanced Acquisition Program to a direct Card acceptance relationship with American Express if and when you become a `High CV Merchant' in accordance with the American Express Card Organization Rules. As part of this acknowledgment you agree that upon conversion: (a) you will be bound by American Express' then-current agreement for Card acceptance; and (b) American Express will set pricing and other fees payable by you for Card acceptance.

A High CV Merchant is a Program Merchant with Estimated Annual Charge Volume (ECV) of greater than (a) United States currency (USD) \$1,000,000 in the United States excluding Puerto Rico and the US Virgin Islands or (b) USD \$1,000,000 in Puerto Rico and the US Virgin Islands. Where a Program Merchant prospect has more than one Establishment, then the ECV of (a) all Establishments operated under the same tax identification number (TIN) in a region shall be aggregated or (b) all Establishments operated under different TINs but as a unified business enterprise in a region shall be aggregated. For clarification purposes, a `unified business enterprise' shall include Establishments that are owned, operated, or affiliated to a single business entity.

Marketing opt-outs

You agree that when providing your contact information to us that you may receive messages from American Express, including important information about American Express products, Services, and resources available to your business. These messages may be sent to the phone numbers, email addresses or fax numbers that you provide. If you provide a wireless phone number, you agree that you may be contacted at that number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or pre-recorded calls. If you provide a fax number, you agree that you may be sent fax communications. American Express may otherwise use and share your information for business purposes and as permitted by applicable law. American Express uses reasonable administrative, technical and physical security measures to protect your information consistent with the sensitivity of the information.

You may opt out of newsletters or messages about products, Services and resources for different forms of communications by contacting us, via inbound telephone, email, facsimile, website and any other means identified by us, or by exercising the opt-out options that may be described or offered in emails, SMS messages, faxes or other communications. If you opt out, you may still receive messages from American Express regarding Services and programs designed to enhance the value of the American Express Network.

Protecting American Express Card member information

These merchant data security requirements apply to all of your equipment, systems, and networks on which encryption keys, Cardholder data and/or sensitive authentication data are stored, processed, or transmitted.

Standards for protection of Cardholder data and sensitive authentication data

You must, and you must ensure that all of your employees, agents, representatives, subcontractors, Processors, service providers, providers of POS Terminals or systems or payment processing solutions, and any other party to whom you may provide Card member information access, will:

- store American Express Cardholder data only to facilitate transactions for your acceptance of American Express Cards;
- comply with the current version of the PCI DSS, no later than the Effective Date for implementing that version; and
- use, when deploying new or replacement PIN entry devices or payment applications (or both), only those that are PCI-approved.

You must protect all Sales Drafts and Credit Drafts retained in accordance with these data security provisions. You must use these records only for purposes of your acceptance of American Express Cards and you must safeguard the records accordingly.

Data incidents

If you discover a data incident, you must:

- notify us immediately and in no case later than 24 hours after such discovery;
- conduct a thorough forensic investigation of each data incident; this must be conducted by a PCI forensic investigator (PFI) if the data incident involves 10,000 or more unique Card numbers (or otherwise at our request);
- promptly provide to us all compromised Card numbers and the forensic investigation report of the data incident;
- work with us to rectify any issues arising from the data incident, including consulting with us about your communications to Card members affected by the data incident and providing (and obtaining any waivers necessary to provide) to us all relevant information to verify your ability to prevent future data incidents; and
- at our request, provide validation by a Qualified Security Assessor (QSA) that the deficiencies have been remediated.

Forensic investigation reports must:

- include forensic reviews, reports on compliance, and all other information related to the data incident;
- identify the cause of the data incident;
- confirm whether or not you were in compliance with the PCI DSS at the time of the data incident; and
- verify your ability to prevent future data incidents by providing a plan for remediating all PCI DSS deficiencies.

American Express has the right to disclose information about any data incident to Card members, Issuers, other participants on the American Express network, and the general public as required by applicable law, by judicial, administrative, or regulatory order, decree, subpoena, request, or other process; in order to mitigate the risk of fraud or other harm; or otherwise to the extent appropriate to operate the American Express network.

Periodic validation of your systems

You must take steps to validate under PCI DSS annually and quarterly the status of your equipment, systems and networks (and their components) on which Cardholder data and sensitive authentication data are stored, processed or transmitted.

Step 1 - Enroll in a compliance program

You must submit applicable periodic validation documentation to us. Please contact us for more information regarding data security compliance requirements.

Step 2 - Determine merchant level and validation requirements

Most merchant levels are based on the volume of transactions submitted by establishments. You will fall into one of the merchant levels specified in the following table as designated by American Express:

Merchant level	Definition	Validation documentation	Requirement
1	2.5 million transactions or more per year; or any merchant that American Express otherwise deems a level 1 merchant	Annual on-site security assessment report and quarterly network scan	Mandatory
2	50,000 to 2.5 million transactions per year	Annual self-assessment questionnaire (SAQ) and quarterly network scan	Mandatory
3	Less than 50,000 transactions per year	Annual SAQ and quarterly network scan	Strongly recommended
3*	Less than 50,000 transactions per year and designated a level 3 merchant by American Express	Annual SAQ and quarterly network scan	Mandatory

American Express may require certain level three merchants to enroll in American Express' compliance program. Such merchants must enroll no later than 90 days following receipt of such notice from us. All other level three merchants need not submit validation documentation, but must comply with all other provisions of these data security provisions.

The validation documentation which you must send to us is as follows:

Annual onsite security assessment	Annual self assessment questionnaire	Quarterly network scans
<p>This is a detailed onsite examination of your equipment, systems, and networks (and their components) where Cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted. You must:</p> <ul style="list-style-type: none"> - ensure that the annual onsite security assessment is performed by (a) a QSA, or (b) you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; - submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and - ensure that the AOC certifies compliance with all requirements of the PCI DSS. 	<p>This is a process using the PCI DSS self-assessment questionnaire (SAQ) that allows self-examination of your equipment, systems, and networks (and their components) where Cardholder data or sensitive authentication data (or both) are stored, processed, or transmitted. You must:</p> <ul style="list-style-type: none"> - ensure that the SAQ is performed by you and certified by your chief executive officer, chief financial officer, chief information security officer or principal; - submit the AOC section of the SAQ annually to us, and include copies of the full SAQ upon request; and - ensure that the AOC of the SAQ certifies compliance with all requirements of the PCI DSS. 	<p>The quarterly network scan is a process that remotely tests your internet-connected computer networks and web servers for potential weaknesses and vulnerabilities. You must:</p> <ul style="list-style-type: none"> - ensure that the quarterly network scan is performed by an approved scanning vendor (ASV); - complete and submit the ASV scan report attestation of scan compliance (AOSC) or executive summary of findings of the scan (and copies of the full scan, on request) quarterly to us; - ensure that the AOSC or executive summary certifies - that (a) the results satisfy the PCI DSS scanning procedures, (b) no high risk issues are identified, and (c) the scan is passing or compliant.

Step 3 - Send the validation documentation to participant Compliance and validation are completed at your expense. By submitting validation documentation to us, you represent and warrant to us that you are authorized to disclose the information contained in it and are providing the validation documentation without violating any other party's rights.

Merchants not compliant with PCI DSS

If you are not compliant with the PCI DSS, then you must:

- complete and submit an AOC including “Part 4. Action Plan for Non-Compliant Status” to us;
- designate a remediation date, not to exceed 12 months following the date of the AOC, for achieving compliance; and

- provide us with periodic updates of your progress toward remediation under the “Action Plan for Non-Compliant Status.”

Non-validation fees and termination of right to accept Cards

We have the right to impose non-validation fees on you and terminate your right to accept Cards if you do not fulfill these requirements or fails to provide the mandatory validation documentation to us by the applicable deadline.

We will notify you separately of the applicable deadline for each annual and quarterly reporting period. If we do not receive your mandatory validation documentation, then we have the right to terminate your right to accept Cards and to impose non-validation fees on you.

Periodic validation of level EMV merchants

Your merchant level may be classified as EMV if you submit 50,000 (or more) American Express Card transactions per year, of which at least 75% are made by the Card member with the physical Card present at a point of sale system compliant with EMV specifications and capable of processing contact and Contactless Payment transactions on a Chip-enabled device. If you are classified as merchant level EMV, you may submit the annual EMV attestation (AEA) instead of other validation documentation, in which case you must submit the AEA annually to us. Even if you fall into merchant level one or two, if you are classified as merchant level EMV, you only need to submit the AEA, and not the other merchant level one and two validation documentation.

The AEA involves a process using PCI DSS requirements that allows self-examination of your equipment, systems, and networks (and their components) where Cardholder data or sensitive authentication data (or both) are stored, processed or transmitted.

The AEA must:

- be performed by you;
- be certified by your chief executive officer, chief financial officer, chief information security officer, or principal; and
- certify that you meet the requirements for merchant level EMV.

Appendix 3 - Mastercard Authorization Confirmation

Mastercard Authorization Requirements

A Mastercard pre-authorization must meet all of the following requirements:

- The authorization is requested for an estimated amount (final authorization amount is unknown).
- The authorization amount may be adjusted when the final transaction amount is greater than the original authorized amount.
- The authorization must be cleared or reversed within 30 days.

A Mastercard final authorization must meet all of the following requirements:

- The final authorization amount is known.
- The authorization must be cleared or fully reversed within 7 days.
- The clearing amount must equal the authorized amount when the authorization is approved in full.
- The clearing currency code must equal the authorized currency code.

By acknowledging that you have received these Operating Rules, you expressly agree that you acknowledge that you have read and accept the Mastercard Authorization Confirmation. If you have any questions regarding your Mastercard authorization type, please call Customer Service at **1-800-451-5817**.

Appendix 4 - Special provisions for Discover

Discover protocol for internet Transactions

Each internet Discover Card transaction accepted by you and submitted to us must comply with Discover standards, including Discover standards governing the formatting, transmission and encryption of data, referred to as the “designated protocol”.

You are permitted to accept only those internet Discover Card transactions that are encrypted in accordance with the designated protocol. As of the date of these procedures, the designated protocol for the encryption of data is Secure Socket Layer (SSL).

We may, at our discretion, withhold settlement until security standards can be verified. However, the designated protocol, including any specifications with respect to data encryption, may change at any time upon 30 days advance written notice. You are not permitted to accept any internet Discover Card transaction unless the transaction is sent by means of a browser that supports the designated protocol.

Authorizations: Card Not Present Transactions
For Discover Card Not Present transactions, you must also verify the name and billing address of the Discover Cardholder using AVS.

Discover procedure for request for cancellation of Authorization

If a Discover Card sale is canceled or the amount of the transaction changes following your receipt of Authorization for the sale, you must process an Authorization reversal via your POS Terminal or, for voice-approved Authorizations, call your Authorization Center directly and request a cancellation of the Authorization. An Authorization may be canceled at any time within 10 days of your receipt of the Authorization, but must be canceled before the sales data relating to the transaction is submitted to us, after which the Authorization cannot be changed.

For an Authorization cancellation, you must provide us with the following information, in this order:

- the Discover merchant number used in the Authorization;
- the Card number;
- the original amount of the Authorization being canceled;
- the new amount of the total transaction (if any);
- the original Authorization code for the Authorization being canceled;
- the expiration date of the Card; and
- a brief reason for the Authorization cancellation.

Discover Cash Over Transactions

Cash Over Transactions are only available for Discover.

You may issue cash over in connection with a Discover Card sale, provided that you comply with the terms on which you are authorized to accept Cards, including the following requirements:

- you must deliver to us a single Authorization request for the aggregate total of the goods/ services purchase amount and the cash over amount of the Card sale. You may not submit separate Authorization requests for the purchase amount and the cash over amount;
- the Sales Draft must include both the purchase amount and the cash over amount, and you may not use separate Sales Drafts for the purchase amount and cash over amount;
- cash over may only be offered with a Card Present Card sale that includes a purchase of goods or services by the Cardholder
 - you must not issue cash over as a stand-alone transaction
 - if you offer cash over, you may require the total amount of a Card sale with a credit product, including cash over, to meet a minimum transaction amount of up to \$10;
 - you must not assess or charge fees of any type or amount, including any surcharges, on Cash Over Transactions; and
 - you must not include in Cash Over Transactions any of the fees or charges applicable to cash advances;
- cash over may not be dispensed in connection with Credits, cash advances, or any Card sale for which you are unable to electronically capture Track Data using the POS device; and
- the maximum amount of cash that you may issue as cash over is \$100.

Cash over may not be available in certain markets. Contact us for further information.

Wells Fargo Merchant Services, L.L.C. - ("WFMS") - Pricing Terms
Broward College / HQ # 174102500991
Proposal Date: 03/28/2024
Relationship Manager: Steve Desatnick

Assumptions	
Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit and American Express® EDC)	\$37,471,014
Average Transaction Size	\$367
Number of Locations	27
Anticipated Interchange ¹¹ Levels	MOTO w/ AVS (CNP): 003 011/034/314 Retail: 001 009/023/310 Internet: 020 089/077/317
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	N/A
Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

Credit Card Processing Fees ¹

Interchange Plus the Following Fees:

0.115% On Gross Visa®, MasterCard®, Discover® Network Card and American Express Sales

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

\$0.15 Per PIN Debit Transaction (applies to completed and declined transactions)
 EBT NOT ENTITLED

Applicable PIN Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable PIN Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

Applicable Fee Schedules:

Payment Networks Qualification Matrix <https://www.wellsfargo.com/interchangeplus>
Payment Networks Pass-Through Fees <https://www.wellsfargo.com/merchantpassthroughfees>
PIN Debit Networks Fee Schedule (if applicable) <https://www.wellsfargo.com/merchantdebitfees>
Merchant Statement Fee Description Glossary <https://www.wellsfargo.com/processingfeeglossary>
 Dues, assessments and pass-through fees are disclosed in the schedules above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, as well as a glossary of fee descriptions that may appear on your merchant statement, please refer to the URLs above for more information. If you have questions or cannot access the schedules, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees in April and October, but this timing is subject to change. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

Other Processing Fees

Set-Up Fee	\$	-	per location
Monthly Minimum Processing Fee ⁹	\$	-	per month
Incoming Chargeback Fee ²	\$	15.00	per incoming chargeback
Incoming/Outgoing Exception Chargeback Fee ²	\$	15.00	per exception chargeback
Chargeback Fax / Mail Fee ¹²	\$	10.00	per Fax / Mail response
Monthly Service Fee (per location) (applies to any location utilizing an Internet Gateway purchased through WFMS)	\$	31.00	per month
Monthly Service Fee (per location)	\$	-	per month
Statement Billing Fee (Paper Statement) ⁷	\$	-	per month
Voice Authorization Fee	\$	0.75	per attempt
Annual Fee	\$	-	per location
Authorization/EDC Fee - Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) ³	\$	N/A	per attempt
Authorization/EDC Fee - American Express (Credit and Prepaid) ³	\$	N/A	per attempt
Electronic Address Verification Service Fee	\$	0.05	per attempt
Voice (Manual) Address Verification Fee	\$	2.00	per attempt
Annual Compliance Support Fee ⁵	\$	-	per location
PCI Compliance Service Program Fee ⁸	\$	-	per month, per location
Non-validation PCI Compliance Fee ⁸	\$	25.00	per month, per location
Foreign Handling Fee (on non-US issued Visa/MasterCard transactions/sales)	\$	0.00%	per transaction amount

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms
Broward College / HQ # 174102500991
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MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	N/A
Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

Other Processing Fees Continued

American Express EDC and Discover EDC Authorization ⁶	\$ 0.07 per attempt
American Express EDC and Discover EDC Capture	\$ 0.03 per attempt
GeP Services Fee Visa/Mastercard (refunds, credits, returns and chargebacks are independent transactions)	1.00% per transaction
GeP Services Fee American Express (refunds, credits, returns and chargebacks are independent transactions)	0.00% per transaction
Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only	\$ - per unit
Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only	\$ - per unit
Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only	\$ - per unit

1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.

2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit. A chargeback fee applies to all chargebacks processed by WFMS.

3) Authorization/EDC Fee applies to Visa and Discover Network Card credit authorizations, all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.

5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.

6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.

7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement through Business Track or the Clover Dashboard instead of receiving a paper copy by mail. Once enrolled online, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If online access is terminated by Client or as a result of at least 180 days of online inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. For information about online enrollment, please see Additional Services or contact Customer Service.

8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 3 and Level 4 Clients who utilize a card not present solution, a gateway or value added reseller (VAR). The program includes access to SecureTrust, a PCI compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://managepci.com>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

9) If the total discount fee billed to the Client for Visa, MasterCard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.

11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.

12) If Client elects to respond to a Chargeback via fax or mail, a dispute fee will be assessed for each response submitted. Business Track Dispute Manager and Clover Disputes are available as an online option at no additional cost. If not already enrolled, Client can self-enroll by logging into BusinessTrack.com and accessing Dispute Manager or logging into their Clover Dashboard and choosing Clover Disputes.

Principal Name 1 _____ **Principal Name 2** _____ **Principal Name 3** _____ **Principal Name 4** _____

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms
Broward College / HQ # 174102500991
Proposal Date: 03/28/2024
Relationship Manager: Steve Desatnick

Assumptions	
Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit and American Express® EDC)	\$37,471,014
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American Express® Industry Type	N/A
Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

If Client has selected to accept TeleCheck Services, if applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

American Express may Chargeback without first sending an Inquiry any time a Cardmember disputes a charge for any reason other than actual or alleged fraud. If in any three (3) consecutive months, the monthly ratio of Chargebacks (less Chargeback Reversals) to gross Charges (less Credits) exceeds one percent (1%), then an Excessive Chargeback fee for in the amount of \$25 per Chargeback will be applied after the "excessive chargeback" threshold has been met.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 120 days from the proposal date stated above.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling, and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

By acknowledging these Pricing Terms, Client is expressly agreeing that WFMS may share all of Client's personally identifiable information (for example, postal and email addresses, tax identification numbers, names and social security numbers of the authorized signer on the Client's Agreement with WFMS, account information, etc.), as well as Client's American Express transaction information (for example, all information required by American Express evidencing charges or credits, including information obtained at the point of sale, information obtained or generated during authorization and settlement, and any chargeback or other fee information related to an American Express payment card transaction), with American Express. American Express may use and share this information to perform its responsibilities in connection with the American Express payment card acceptance services that Client receives under the Client's Agreement with WFMS. American Express may also use and share this information to promote the American Express Network, to perform analytics and create reports, and for any other lawful business purpose including to call Client or send Client communications or materials via direct mail, email, SMS, text or facsimile regarding American Express products, services and resources available to Client. Client consents and agrees to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) Client has provided. If Client has provided a fax number, Client consents and agrees to receiving fax communications from American Express. In connection with the foregoing, Client understands that the calls made or communications sent to Client by American Express may be subject to charges or fees by Client's telecommunications or other applicable service provider that are Client's responsibility to pay. If Client does not wish to receive marketing or other communications from American Express, or if Client wishes to discontinue accepting American Express payment cards, Client must contact WFMS at 1-800-451-5817 to disable Client's American Express acceptance services, and Client will no longer be permitted to accept American Express payment cards.

Initial Below

Principal Name 1 _____ **Principal Name 2** _____ **Principal Name 3** _____ **Principal Name 4** _____

Wells Fargo Merchant Services, L.L.C. - ("WFMS") - Pricing Terms
Broward College / HQ # 174102500991
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American Express® Industry Type	N/A
Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

The Operating Rules include summaries of some of the key rules and regulations from the Card Payment Networks that merchants must adhere to in connection with their card acceptance practices. For example, they describe the process for submitting card transactions for payment, obtaining authorizations, responding to chargebacks and media retrieval requests, and other aspects of our services. Client is required to comply with these Operating Rules in addition to all other applicable payment network rules. **The Operating Rules also include additional terms and conditions applicable to Client's American Express Card Acceptance. By accepting American Express cards after the effective date of these Pricing Terms, Client is expressly agreeing that the terms and conditions of Client's agreement with WFMS, including the terms and conditions of the Operating Rules, also apply to Client's American Express acceptance.** To obtain the latest copy of the Operating Rules that includes updates from American Express, please download them from this website: www.wellsfargo.com/operatingrules. Client may also contact WFMS at 1-800-451-5817 to request a paper copy of the Operating Rules.

Additional Notes:

<u>MCC Code</u>	<u>MCC Description</u>
8043	OPTICIANS
8220	COLLEGES, UNIVERSITIES, PROFESSIONAL SCHOOLS, AND JUNIOR COLLEGES
8351	CHILD DAY CARE SERVICES

I ACKNOWLEDGE THAT I SIMULTANEOUSLY HEREWITH HAVE RECEIVED AND REVIEWED WELLS FARGO MERCHANT SERVICES TERMS AND CONDITIONS WFB1023c, OPERATING RULES AND CONFIRMATION PAGE AND AGREE TO THE TERMS THEREIN.

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Processing Solutions

Type	Financing Method	Total w/o TAX
FD150	Purchase	\$ 198.00
RP10	Purchase	\$ 144.00
Clover® Flex 3rd Gen	Purchase	\$ 493.00
Clover® Mini 3rd Gen	Purchase	\$ 573.00
Clover® Go 3rd Gen Reader	Purchase	\$ 112.00

*Prices and equipment availability are subject to change without notice.

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Signature Page Follows

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Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS
Pricing Option	Interchange + Rate

IRS Legal Filing Name _____

Principal Name: _____	Principal Name: _____
Title: _____	Title: _____
Signature _____	Signature _____
Date: _____	Date: _____

Principal Name: _____	Principal Name: _____
Title: _____	Title: _____
Signature _____	Signature _____
Date: _____	Date: _____



Broward College

Response to Request for Proposal for Banking Services

RFP number: 2023-058-OA

December 18, 2023

Submitted by:

Stephen Lenehan
Relationship Manager
954-541-0921
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Stephen Lenehan
Relationship Manager

Wells Fargo Bank, N.A.
450 S. Australian Ave.
Seventh Floor
West Palm Beach, FL 33401

Orlando Aponte
Broward College
6400 N.W. 6th Way
Fort Lauderdale, FL 33309

Dear Orlando,

Wells Fargo is pleased to present our response to Broward College's (the College) Request for Proposal (RFP) for Banking Services. As your current banking provider, we value our business relationship and are well-positioned to serve your current and future treasury and depository needs.

In our response, we demonstrate how our combination of local relationship management, industry experience, and national product and technology leadership addresses your current needs while providing recommended service enhancements and strategic solutions for the future.

We appreciate the opportunity to present our qualifications and look forward to further discussions with the College.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Lenehan".

Stephen Lenehan
Relationship Manager
Phone: 561-650-2364
stephen.lenehan@wellsfargo.com

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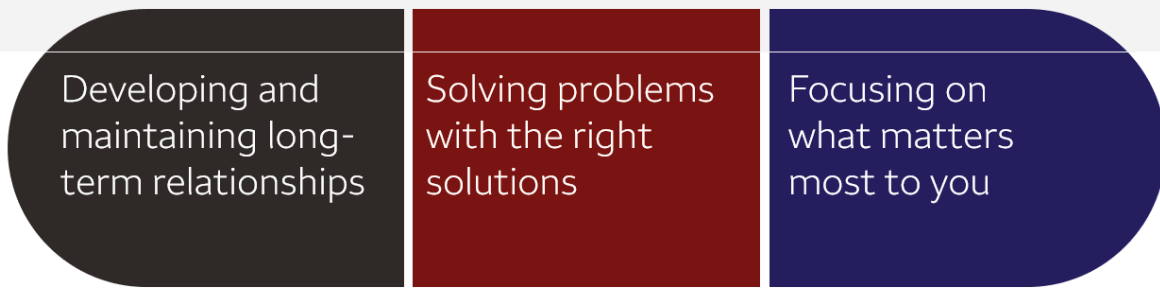
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Executive summary

As a prominent institution in the State of Florida higher education system, the College understands that to differentiate yourself from your competition, you must continuously look for efficiencies and innovations that have the potential to improve your operations.

By issuing your RFP, you've made it clear that you want a financial services provider that can help you make those improvements and support your financial goals, values, and strategic direction. Wells Fargo Bank has been this partner for 20 years, supporting the College's growth and transformation.

Wells Fargo wants to be that provider, as demonstrated by our commitment to:



Maintaining long-term relationships

We've been the College's longtime strategic financial provider since 2003. Based on the knowledge we've acquired and our understanding of your go-forward vision, we're well positioned to provide the services detailed in your RFP. We also plan to build on our foundational relationship by not just telling you, but showing you, why and how Wells Fargo is the financial services provider you want by your side for years to come. Additionally, throughout our response, we articulate how we meet each of the six objectives referenced in the RFP.

Solving problems with the right solutions

We're fully committed to supporting the College through innovative and automated services. Based on our understanding of the College's current needs, future goals, and what the College values most in a banking provider, we've focused our response on the following solutions.

Goals	Solutions for the College
Cost savings	We provide a full suite of electronic services that have the potential to replace manual processes, helping to provide cost savings in the form of added efficiencies.
Visibility and control	You can track and manage your cash flow more effectively with our customizable information reporting.

Goals	Solutions for the College
Enhanced banking structure	The College can choose from several account structures that meet your needs, including subaccounting, sweep accounts, controlled disbursement, and other liquidity solutions designed to help improve your cash flow and balance sheet.
Strong banking relationship	The College's relationship team consists of tenured experts who can use their higher education knowledge and experience to help you stay up to date on common challenges.
Dedicated service organization	Your dedicated client service officer, Kenney Brown, is part of the treasury management organization and can assist with a wide range of inquiries.
Fraud prevention tools	We offer many solutions, such as positive pay, ACH fraud filter, and Payment Authorization, that put controls in place to help prevent fraud.
Increased automation	Services like consolidated payables and receivables streams, faster payment methods, and embedded banking services such as application programming interface (API)s have the potential to reduce strain on information technology (IT) resources and accelerate automation.

Our proposal expands on each of these areas and provides further details on how we can meet your RFP requirements.

Focusing on what matters most to you

We recognize that there are many financial institutions competing for your business. However, we strongly believe that we're well qualified to be your treasury and merchant services provider because we prioritize the things that matter most to you.

Here are some of the areas where we strive to differentiate ourselves from our competitors.

Pricing and incentives

Because of our valued relationship, we're offering the College the following incentives:

- A competitive pricing proposal with a significant discount from current fees, due in part to the waiving of recoupment and a competitive earnings credit rate.
- A retention bonus in the form of waiving banking analysis fees during the first year of the new contract or up to \$50,000 in fees.
- A fee waiver for all initial programming and one-time setup costs for any new service additions implemented within the first year of the contract.

No transition required

As your longstanding treasury services provider, we can focus uniquely on fine-tuning your existing structure because we have implemented most of the services and solutions you require. Our special advantages are understanding your business, fully appreciating your needs and goals, and having a solid working relationship with your treasury team. This means we can get to work right away without the time-consuming process of account opening compliance and due diligence or the frustration and cost of implementation.

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Experienced, dedicated relationship team

It's a major decision to select your financial provider. While technology is extremely important, people play a critical role in any successful banking relationship. You will work with a dedicated relationship team that includes the following:

- **Relationship Manager, Stephen Lenehan:** Stephen will meet with the College on a regular basis, coordinate internal experts to provide solutions, resolve any of your concerns, and take responsibility for your satisfaction.
- **Treasury Management Sales Consultant, Jacqueline Kobialko:** Jacqueline leads your treasury management team and provides customized solutions that make your financial processes easier and more efficient.
- **Merchant Services Relationship Manager, Steve DeSatnick:** Steve manages your merchant relationship and provides day-to-day support for your merchant services.
- **Treasury Management Relationship Associate Karmen Stewart:** You can call Karmen whenever Stephen is out of the office. She can help you with account maintenance and signature changes.
- **Treasury Management Sales Analyst, Nicole Nieves:** Nicole provides day-to-day sales support for your treasury services. She can provide support when Jacqueline is unavailable.
- **Dedicated Client Service Officer, Kenney Brown:** Kenney provides day-to-day support for all of your treasury management services. He acts as a liaison between you and our operations groups to resolve issues in a timely manner.
- **eReceivables Consultant, Lexi Custis:** Lexi's primary responsibility is to consult with clients on electronic ways to accelerate receivables from invoicing method to collection.

Specialized teams with deep industry knowledge

Higher education banking

Wells Fargo has dedicated banking teams that work with many large and reputable colleges and universities — both public and private — throughout the U.S. Our higher education and government specialists focus on presenting innovative ideas that can help public sector entities manage their daily operations successfully.

Our specialized team members attend several university campus banking-related conferences each year such as the National Association of College and University Business Officers (NACUBO) and others to stay ahead of the latest trends in technology and in the higher education sector overall.

Continuing the conversation

Wells Fargo appreciates the opportunity to continue our work with the College on this important initiative. Our relationship is based not only on simply providing services, but also on delivering insight and working with you as true strategic advisor. As you continue through this RFP process, we look forward to further discussions about how our proposed solutions can take the College from where you are today to where you want to be in both the short and long-term.

Mandatory requirements/minimum qualifications

1 Authority to offer banking services. Institution must hold a charter from either the United States Government or the State of Florida.

- Yes
- No

Yes. Wells Fargo Bank, N.A., originally chartered on November 30, 1870, is a national banking association organized under the National Bank Act and is not incorporated under the laws of any state. Rather, it operates pursuant to a certificate of authority issued by the United States Comptroller of the Currency.

2 Access to the Federal Reserve System. Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services. Provide supporting documentation.

- Yes
- No

Yes. Wells Fargo Bank, N.A. is a member of the Federal Reserve System and has access to the Federal Reserve System services.

3 Qualified Public Depository as defined in the Florida State Statute 280.17 at time of contract award. The proposer selected by the College as its depository must comply with Florida Statutory Law as it relates to public depositories – specifically Chapters 280, 136, 18, 230, and State Board of Education Rules 6A-14.0751, 6A-14.0752, and 6A-14.0765. Provide support documentation.

- Yes
- No

Yes. At this time Wells Fargo Bank is the largest holder of Public Funds in the State of Florida.

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4 Access to local banking office. Institution must have an established bank branch office located in Broward County, Florida and within ten (10) miles of each of its locations OR the institution must provide, at the College’s option, daily weekday deposit pick up and/or delivery service from any College location outside of the ten (10) miles requirement.

- Yes
- No

Yes. The following table includes the distance of our branches from each of the College’s locations, as well as the deposit deadlines for bank credits on the same day of deposit for the branches, night depository locations, and deposit-enabled ATMs that are closest to you.

Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
A Hugh Adams Central Campus 3501 S.W. Davie Rd. Davie, FL 33314	DOWNTOWN DAVIE 4150 SW 64TH AVE. Davie, FL 33314	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.8 miles
Judson A. Samuels South Campus 7200 Pines Blvd. Pembroke Pines, FL 33024	PEMBROKE PINES NORTH 702 N. UNIVERSITY DR. Pembroke Pines, FL 33024	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.46 miles
Pines Center Academic Village 16957 Sheridan Street Pembroke Pines, FL 33331	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.18 miles
Miramar Town Center 2050 Civic Center Place Miramar, FL 33025	MIRAMAR SQUARE 12184 MIRAMAR PKWY. Miramar, FL 33025	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.52 miles
Tigertail Lake Center 580 Gulfstream Way Dania Beach, FL 33304	SHERIDAN 1600 SHERIDAN ST. Hollywood, FL 33020	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.54 miles
Broward College at the YMCA	BROWARD BOULEVARD/I-95	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.61 miles

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Your location	Branch	Branch deposit deadline (local time) *	Night deposit deadline (local time) *	ATM deposit deadline (local time) *	Distance
1409 NW 6th St. Fort Lauderdale, FL 33311	2510 W BROWARD BLVD STE 103 Fort Lauderdale, FL 33312				
North Campus 1000 Coconut Creek Blvd. Coconut Creek, FL 33066	MARGATE 400 N STATE ROAD 7 Margate, FL 33063	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.9 miles
Willis Holcombe Center 111 East Las Olas Blvd. Fort Lauderdale, FL 33301	LAS OLAS 350 E LAS OLAS BLVD. STE 100 Fort Lauderdale, FL 33301	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.37 miles
Weston Center 4205 Bonaventure Blvd. Weston, FL 33331	WESTON COMMONS 4511 WESTON RD. Weston, FL 33331	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.68 miles
Miramar West Center 1930 SW 145 Ave. Miramar, FL 33027	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.92 miles
Cypress Creek Administrative Center 6400 NW 6th Way Fort Lauderdale, FL 33309	EXECUTIVE AIRPORT 1700 W. COMMERCIAL BLVD. Fort Lauderdale, FL 33309	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.2 miles

* Please confirm your deposit deadlines with your treasury consultant, Jacqueline Kobialko. Our ATM and banking locations search tool at wellsfargo.com/locator provides street addresses, lobby hours, and ATM deposit cutoff times.

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5 The College expects to negotiate and contract with only one proposer for ALL REQUIRED banking services identified in this solicitation. Joint ventures and subcontracting for REQUIRED banking services are acceptable, only if, proposed in accordance with SECTION 3.4.

Yes

No

Acknowledged. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which will serve as the starting point for contract negotiations or be incorporated into any final agreement. Similar to the last contract we negotiated and executed.

Required banking services (Section 2.4.1)

Does your institution provide each of the following required banking services? If yes, provide overview for each service and/or refer to appropriate tab.

6 Operating Account.

Yes. The College can continue using the operating account that is currently in place.

7 Disbursement Account (ZBA).

All Wells Fargo accounts can be utilized as disbursement accounts and can also include the ZBA service, as described below.

Zero balance account

A zero balance account (ZBA) is a business checking account that maintains a target balance of zero through daily, automatic funds transfers to and from a parent account.



Control, manage, and maintain account balances

You can use a ZBA account structure to eliminate excess balances in separate accounts by consolidating them into one concentrated, parent account; this helps you maintain greater control over payroll, petty cash, or other disbursements.



How it works

You have one parent account with multiple child accounts linked to it. At the end of each business day, we automatically transfer funds to or from your parent account to bring all child account balances to zero, or to some other target amount you select.

Because funds are concentrated in the parent account, you only need to look at one account balance when making cash management decisions or determining if you have adequate balances to fund disbursements.

In addition, because the funds transfer automatically, you don't need to initiate manual transfers to fund disbursements or concentrate deposits.



Customizable account structure

The College can structure your ZBA arrangement to meet your specific needs.

Decide how to use child accounts

You may want to limit your accounts to certain types of activity, such as:

- Disbursements only
- Collections only
- Multipurpose (collections and disbursements)

Include multiple account tiers

You can have up to nine tiers of accounts with an unlimited number of accounts at each tier.

8 Depository Account.

All Wells Fargo accounts can be utilized as depository accounts and can also include the ZBA service, as described above.

9 Positive Pay.

Positive pay services

Positive pay is an important tool for assisting with reducing losses due to check fraud or check processing errors. With our same-day* and next-day positive pay services, we identify checks that may be fraudulent or unauthorized by matching checks presented against your account for payment to the check issue information that you provide us. We report positive pay exceptions to you through our fraud manager tool on our online banking platform. You view exceptions — including images — then make decisions to pay or return.

* Requires use of our controlled disbursement service.

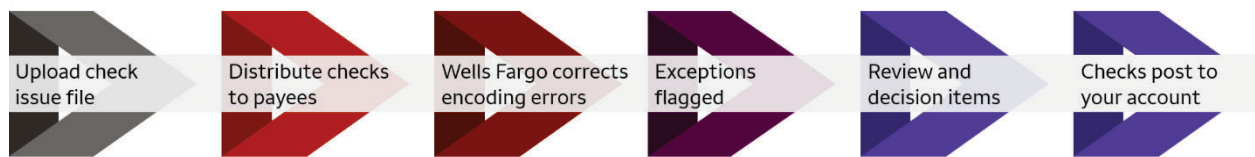
With positive pay and our optional payee validation service, we review checks presented at the teller line to discover unauthorized items early in the presentment process.



Same-day positive pay

Perfect Presentment,[®] our same-day positive pay service,* identifies all stop payment items and positive pay exceptions. We correct exceptions that are due to encoding errors before they post to your account. Subsequently, the daily funding totals that we report to you always match your posting totals.

* Requires use of our controlled disbursement service.



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You can send your check issue information to Wells Fargo by transmission or through our online banking platform. When you use our online service, you can upload an Excel file or manually enter the check information.* We accept check issue information 24 hours a day, seven days a week. If we receive your check issue information prior to 11:00 p.m. Eastern Time, then we update your check issue information in our system that day. We can update your check issue information more than 50 times each day.

You can view exception images quickly and easily and then make pay or return decisions using our online banking platform or mobile service.†

* For current system requirements, see wellsfargo.com/ceosystemrequirements.

† Download the latest version of the CEO Mobile® app available for your device from the Apple App Store® or Google Play™ store.

Exception reporting and decision deadlines

Same-day positive pay exception reporting

You receive exceptions and images on day one by 4:00 p.m. ET.

You make your pay or return decisions on day two (the following day) by 3:00 p.m. ET.

10 Online Banking/Cash Management?

Online banking platform

Consistent with how you operate and manage today, our online banking platform provides secure online access to your banking services, allowing you to manage cash flow and liquidity, monitor accounts for fraud, analyze and report on balances and transactions, receive critical alerts, and manage accounts and users.



Our online banking platform can help you:

Streamline how you bank

With a single sign on, you can access your homepage, allowing you to customize how you view your critical balance and transaction information at a glance. You can access your Wells Fargo banking information and centralize your payment and disbursement capabilities.

Transact anytime, anywhere

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

Make data-driven decisions

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

Services available through our online banking platform

Treasury Management

ACH Payments	Payment Manager®
Administration	Payment Manager® File Validation Tool
Alerts	Receivables Manager
Basic Banking	Returned Item services
Bill Manager	Reverse Positive Pay
Cash Concentration	SAFE Transmission
Cash Vault	Statements & Notices
Centralized Disbursements	Sweep Statements and Confirmations
Desktop Deposit®	Transaction Search
E-Box® Decisioning	<ul style="list-style-type: none">• Search transaction history
Electronic Document Delivery	<ul style="list-style-type: none">• Images
Fraud Manager	<ul style="list-style-type: none">• ACH Deletes and Reversals• Stop Payments
<ul style="list-style-type: none">• Positive Pay• Check Issues*• ACH Fraud Filter	Treasury Information Reporting
Healthcare Claims Payments	<ul style="list-style-type: none">• Pooling and Intercompany Loans
Healthcare Supplier Payments	WellsOne Expense Manager
Integrated Receivables	WellsOne Virtual Card Payments
Lockbox	WellsTAX SM payments
Payments	Wire Transfer

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

Credit, Loan, and Finance

Capital Finance	Credit Management
Commercial Mortgage Servicing View	Customer Online Management System

Trust and Investment*

Allspring Funds	Mutual Fund Trading
Commission Management System	Prime Services
Derivatives Access	Security Valuations
Fed Funds	Trust Information Delivery
Institutional Investing: Reporting	Trust Portfolio Reporting
Institutional Investing: Trading	Wells Capital Management
Mutual Fund Reporting	Wells Cap Portfolio Reporting

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



Features and capabilities

With our online banking platform, you can:

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



Hardware and software requirements

You can access our online banking platform through most web browsers that use 256-bit Secure Hash Algorithm (SHA) encryption without any proprietary software.

11 Bank Wire/Funds Transfer (BWT).

Wire services

With our wire services, you can send and receive domestic and international wires and transfer funds between your accounts quickly, easily, and securely.



Potential benefits of our wire services are:

Flexible

You can choose from several origination channels to initiate free-form or repetitive wires. You can keep track of wire reporting through our online banking platform and CEO Mobile® service, or you can receive reporting information by transmission or API integration.

Scalable

As you grow and your needs evolve, we can configure our systems to handle any increased volume.

Geographically dispersed

We have multiple, strategically dispersed wire processing sites across the nation to help ensure efficient data backup and recovery should a disruption occur.

Secure

You can use dual custody or our Secure Validation* service with validation codes that can help ensure security when initiating free-form wires or creating and maintaining wire templates.

* Single custody with Secure Validation provides a lower level of protection than dual custody.



How it works

We accept incoming wires and process outgoing wires. We describe both processes in the following sections.

Incoming wires

We accept wires and wire messaging from Wells Fargo accounts and the following networks:

- Federal Reserve
- Clearing House Interbank Payments System (CHIPS)
- Society for Worldwide Interbank Financial Telecommunication (SWIFT)

If we receive a wire with your valid account number before the processing cutoff time, we credit the funds to your account the same day.

Outgoing wires

We process outgoing wire transfers on a straight through basis according to your instructions. We manually review, correct, and verify a wire that does not pass our initial screening and that our system cannot correct automatically. If we cannot repair a wire, we return it.

Our wire system confirms your available funds automatically and verifies that wires are not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals Blocked Persons list. If a wire meets these requirements, we release it.

Initiation methods

Method	Description
Online and mobile	You can sign on to our online banking platform or mobile service to initiate repetitive or free-form domestic and international wires.
Consolidated payables	<p>You can send one file with multiple payment types (including wires, ACH payments, credit card payments, and U.S. dollar and Canadian dollar paper checks) and remittance information. You can send a file directly from your treasury workstation or your enterprise resource planning (ERP), accounts payable, or other internal system.</p> <p>We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.</p>

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In person¹

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

Online foreign exchange

You can manage your foreign exchange transactions and reporting online.² Our service combines the advantages of our live market foreign exchange rates with the convenience of sending payments online throughout the world.

SWIFT³

If your organization is a member of SWIFT, you can submit your wire payment instructions for processing using SWIFT FIN messages.

Wire Payments API

For domestic and international transactions, you can initiate free-form or template wires (including book transfers) from your ERP, account platform, or payment system.

Foreign Exchange API

You can book, validate, and offset foreign exchange (FX) contracts, process wire settlement instructions, and receive FX rates and static rate sheets — transmitting requests directly to our FX system.

1. Book transfer initiation option is not available in person.
2. While our online system is available 24 hours a day, seven days a week, foreign exchange markets close at 8:00 p.m. Eastern Time on Friday and reopen at 5:30 p.m. Eastern Time on Sunday.
3. SWIFT bills membership and volume fees.



Schedule and deadlines

Incoming wires

We accept incoming Fedwires until 7:00 p.m. Eastern Time and incoming CHIPS wires until 5:00 p.m. Eastern Time for same-day credit. We process incoming SWIFT transactions for same-day credit until 7:00 p.m. Eastern Time.

Wires formatted incorrectly or containing inaccurate information may post to your account the next day.

Outgoing wires for U.S. accounts

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

Wire type	Opening time (ET)	Cutoff time (ET)
Fedwire	8:00 a.m.	6:15 p.m.
CHIPS	8:00 a.m.	5:00 p.m.
Drawdown request	8:00 a.m.	5:30 p.m.
SWIFT	8:00 a.m.	5:30 p.m.

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Wire type	Opening time (ET)	Cutoff time (ET)
Request for Funds Transfer (RFT)	8:00 a.m.	5:30 p.m.
U.S. Federal tax payments	8:00 a.m.	5:00 p.m.
Within Wells Fargo*	8:00 a.m.	8:00 p.m.

* Transactions within Wells Fargo are moving funds from one Wells Fargo account to another. You can originate these from all origination channels to all our available accounts.

12 Automatic Clearing House (ACH) Transfers.

ACH services

Wells Fargo is the largest provider of ACH services in the U.S. by volume and has held that status for the last decade.

We receive approximately 10% of the ACH transactions in the country — an average of eight million transactions per day.*

* Nacha, March 8, 2023. "Nacha Releases Top 50 Financial Institution ACH Originators and Receivers for 2022." nacha.org/news. (Does not include on-us transactions.)

With our ACH services, you can receive and initiate any of the standard entry class codes available through the National Automated Clearing House Association (Nacha).



Multiple options help provide flexibility

With our ACH services, you can transmit files 24 hours a day, seven days a week, and you can warehouse files for up to 45 business days before the effective date.

You can use our ACH services to:

- Deposit employees' wages directly into their checking accounts
- Pay vendors
- Convert paper checks to ACH debits for electronic processing
- Make state and federal tax payments
- Make international payments
- Handle cash concentration and disbursement transactions
- Make other direct deposits and direct payments

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Same-day ACH

With our Same Day ACH service, you can help ensure that your receivers in the U.S. have access to their funds on the same day you initiate payments. You can speed up your settlement by sending same-day debits.

Direct debits and direct payments

You can initiate preauthorized debits to your customers' bank accounts for recurring and other customer-approved payments.

Payroll direct deposit

You can deposit your employees' payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts using the ACH network. One-day and two-day settlements put payments in your employees' accounts on payday morning, while same-day settlement puts payments in their accounts no later than the end of their financial institutions' business day.

Global ACH

You can use our Global ACH service to send repetitive, non-urgent batch payments. This can help you optimize your payables process and reduce your payment costs. Our capabilities let you initiate:

- ACH credits from the U.S. to eight countries and dependent territories¹
- Credits and debits in Canadian dollars or U.S. dollars to Canada²
- SEPA payments to 34 countries and initiate Bacs payments in the U.K.³
- Transactions in a local currency from a U.K. branch account to eight countries and dependent territories¹

1. Australia (credits only), Canada (credits and debits can be either U.S. dollar or Canadian dollar), Hong Kong (credits only), India (credits only), Mexico (credits only), New Zealand (credits only), Philippines (credits only), and Singapore (credits only).

2. Use our U.S. ACH services to make debits and credits to the U.S. from Canada.

3. SEPA and Bacs transactions require use of a U.K. branch account. You can send debit transactions.

Transaction cutoff times are specific to each receiving country's clearing system. Beneficiaries receive payments typically within two to five business days.

Dual custody

To reduce your fraud risk, we require dual custody (separate users to initiate and approve) to release online payment transactions and perform administration actions related to transaction-based services.



How it works

Initiation methods

You determine the input method that's best for you.

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- Use your own software to create Nacha-formatted files that you can transmit directly to us
- Use our online banking platform to create web-based templates
- Send us consolidated payables files that include your ACH payments
- Use an application programming interface (API) to integrate ACH initiation directly into your treasury workstation, enterprise resource planning (ERP) platform, or accounting system.

You can send payment files 24 hours a day, seven days a week. File cutoff times vary by settlement target.* We supply an electronic file confirmation within 15 minutes of receipt of a file. We can warehouse files for up to 45 days before the effective date.

Each channel offers these three settlement options for transactions in the U.S.:

- Two-day
- Next-day
- Same-day (on-us and transit)

* If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we process the file on the next business day.

Direct origination

Many payroll and accounts receivable software packages on the market can create output files in the standard Nacha file format. You use the software of your choosing to send us Nacha-formatted files that contain the required ACH transaction information, such as routing and transit number, account number, dollar amount, and effective date. You send and receive ACH files by internet-based file transfer, direct connection to our mainframe, or SWIFT FileAct.

The following table lists the most common available payment types.

Sample ACH payment types for direct origination

Cash concentration and disbursements (CCD)	Corporate trade exchange (CTX)
• Child support payments (CCD+)	International ACH transactions (IAT)*
• Federal and state tax payments (CCD+)	International low-value payments (ILV)*,†
• Vendor payments (CCD)	Re-presented check entries (RCK)
Consumer debits and credits (PPD)	Single Euro Payments Area (SEPA) payments*,†
• Payroll (PPD)	WEB- and TEL-initiated consumer debits

* International transactions (IAT) are not eligible for same-day ACH.

† These codes are not Nacha standard entry class codes. Use them with our Global ACH payments service.

Online banking platform

Using our web-based ACH service, you initiate ACH transactions without needing software. You build templates based on the payment type and submit them to us for processing.

You can import account information for beneficiaries from your payroll or accounting systems. You can also export templates, beneficiaries, and payment batches to update your payables and receivables systems.

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As an added convenience, you can use our mobile service* to approve ACH templates and payments that require immediate attention. Mobile users in the U.S. can view, approve, and delete payment batches and payment templates by securely accessing our online banking platform.

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

Consolidated payables file transmission

With our consolidated payables service, you can save time by grouping ACH debits and ACH credits with other payment types in a single file.

Payment types for consolidated payables

U.S. ACH transactions in U.S. dollars	Foreign currency wires
U.S. dollar and Canadian dollar* checks	Requests for transfer (SWIFT MT101 messages)
Global ACH transactions in foreign currencies	Virtual card transactions
U.S. dollar wires	Disbursements with Zelle®†

* Canadian dollar checks are available only for off-us accounts.

† Zelle and Zelle-related marks are wholly owned by Early Warning Services, LLC, and are used herein under license.

You initiate ACH payments directly from your treasury workstation, ERP platform, or accounts payable system. Our service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to payees as appropriate.



Additional information

ACH reporting

Our Treasury Information Reporting service provides comprehensive intraday and previous day reporting of ACH information. With our Alerts service, you can select the criteria to receive notifications on ACH received and ACH return activities.

You can view reports and alerts online. Or, you can receive them by email, transmission, or API calls made directly from your ERP platform, accounting platform, or payment system.



Deadlines

The following table lists the cutoff times for our ACH initiation methods.

ACH file deadlines (Eastern Time)

Input method	Two-day settlement (day cycle)	Next-day settlement (night cycle)	Same-day book transfer (on us)*	Same-day settlement (transit)†
Direct origination	12:00 a.m.	9:00 p.m.	9:00 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
Consolidated payables file	8:30 p.m.	8:30 p.m.	8:30 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
Online	9:00 p.m.	9:00 p.m.	9:00 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
ACH API	8:00 p.m.	8:00 p.m.	8:30 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.

* Both the originating and receiving accounts must be Wells Fargo accounts. The \$1,000,000 transaction limit for Nacha's Same Day Rule does not apply to on-us transactions.

† Transactions for more than \$1,000,000 and international transactions (IAT) are not eligible for same-day settlement. Funds from incoming credits are available by 5:00 p.m. local time.

13 Information Reporting.

Information reporting

Our Treasury Information Reporting service delivers comprehensive, real-time treasury information to help you make critical financial decisions.

You can choose from a number of standard reports that provide current- and previous-day information, including comprehensive balance, summary, and transaction details, as well as reports on specific transaction types. You can also configure reports, share data, and view, print, and download your information 24 hours a day, seven days a week.

In addition to accessing your reports online, you can also view reports through our CEO Mobile® service.



Our Treasury Information Reporting service offers

Report configuration and sharing options

To save time, users can create and save custom reports and share them among other authorized users. They can share up to 200 reports at the company level, and each user can share up to 50 reports.

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They can also download reports as needed and import them into your accounting system, treasury workstation, enterprise resource planning (ERP) platform, or system of record. View and download options vary by report but include HTML, PDF, Excel, CSV, and BAI V2.

Data exchange

With data exchange, you can combine the information from your accounts at Wells Fargo and other banks for a complete look at your financial position. Our Incoming Data Exchange service provides you with intraday* or previous day account balance and transaction details to Wells Fargo from participating financial institutions worldwide.

* Many banks will only send information on a previous day basis.

Automated downloads

With our optional automated downloading service, you can reduce the amount of time you spend on routine tasks like report retrieval. Our service can generate reports at any time, or you can schedule them to run daily, weekly, or monthly and have them automatically delivered to your printer, email, or system of record.

Optional alerts

Our optional Alerts service complements our information reporting service. If you subscribe to this service, you can receive critical information alerts by email and text about account activities, including:

- Controlled disbursement totals
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity and unauthorized ACH transactions
- Received and returned ACH activity
- Returned checks

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



Reporting options

Our service includes three categories of reporting, which we describe in the following sections.

Intraday (current day) reports

Our intraday reporting includes balance information and transaction details such as:

- ACH receipts and settlement
- Cash letter deposits with availability
- Controlled disbursement detail and totals
- Incoming and outgoing wires

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- Lockbox deposits with availability or detail
- Remote deposits with detail

Our standard data storage provides access to seven calendar days of transaction history. We also offer optional extended storage of 30, 60, or 90 calendar days.

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

Available reports

Intraday reports	With this, report you can
ACH Origination	View ACH-originated transactions and confirm that Wells Fargo received and processed them.
ACH Receive	View timely information for all received ACH transactions that will post to your account at the end of the current business day.
ACH Return/NOC	Receive detailed information for all ACH transactions that were returned for any reason, as well as notification of change (NOC) information for items that processed successfully but may require additional action.
Controlled Disbursement Detail	View check details for each of your controlled disbursement accounts.
Controlled Disbursement Summary	View a summary of today's presentment and adjustment activity, helping you identify excess funds.
Deposit Detail	View your electronic deposits for the day, including the items in each deposit and whether the items were processed as checks or converted to electronic transactions.
E-Box®	Review and post payments that originate through an online bill pay service. View information needed to match payments to your accounts receivables.*
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations from your trading partners in a comprehensive format.
Intraday Composite	Receive a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	View total balances across multiple accounts with summarized debit and credit information, helping you determine your intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	View detailed information about received lockbox payments from your customers. You can also view images from each deposit, including checks and remittance documents.

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Intraday reports

With this, report you can

Wire Transfer Detail

Receive complete details for all outgoing and incoming wire transfers, including book transfers, domestic U.S. wires, and cross-border wires.

* Standard report storage is 60 days. We do not offer extended storage for this report.

Previous day reports

Our previous day reporting includes all transaction types that post to your accounts. Our standard data storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days for balances and transaction details.

We update previous day information by 6:30 a.m. Eastern Time Tuesday through Friday and by 8:30 a.m. Eastern Time on Saturday, though it's often available sooner.

Available reports

Previous day reports

With this report, you can

ACH Customer Activity	Access ACH settlement information and adjustment details by account, as well as a summary of return activity so you can make more informed decisions about managing your accounts.
Express Balance	Receive a quick snapshot of your previous day account balance information as well as your current available balance.
Loan Manager	Receive a consolidated view of your asset-based loan activity, including summaries of operating account, collateral account, and loan activity.
Month-to-Date Balance	View a daily summary of account balances — including averages, aggregate float, and total transactions — posted to your account for month-to-date, prior month, or a specific date range.
Previous Day Posting Status	View this report throughout the day to see when your accounts' previous day information is available. This report can include information for Wells Fargo accounts and accounts at other financial institutions.
Previous Day Composite	Receive a comprehensive view of previous day posted account information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction and view full detail for wire transfers and received ACH transactions.
Previous Day Return Item	View details of paper returns after they are charged to your account. You can also view images of each returned item.
Sweep Account Position*	Monitor your line of credit, view your investment position for the next day, see how sweep activity impacts your line of credit, and track dividend accruals.

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

Reconciliation reports and statements

Our reconciliation reports and statements allow you to reconcile your account with your internal accounting records. These reports may also help you detect and reduce check fraud on your accounts.

Available reports

Reconciliation reports and statements	With this report, you can
ARP Statements and Optional Reports ¹	Access your account reconciliation plan (ARP) statements as well as 14 optional ARP reports or choose only the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.
ARP Off-Cycle Reports ¹	
ARP File Posting Confirmation ²	View a summary of your account reconciliation activity by date, including check issues, cancels, voids, and stop payment requests, releases, and renewals.
ARP Data Query Report ³	Perform queries on your accounts with ARP and download the results in CSV or Excel.
DDA Cycled Statement ⁴	View your electronic statement of checking activity the day after your statement cycle closes.

1. Standard storage is 13 months.

2. Standard storage is 45 calendar days.

3. Standard storage is 90 calendar days.

4. Standard storage is five cycles with a daily cutoff or three cycles with all other cutoffs.

14 Account Reconciliation.

Account reconciliation

With our Account Reconciliation Plan (ARP) and automated reporting services, you can **reconcile your disbursement accounts more quickly and efficiently**. Our Full ARP and our Partial ARP services can also help save you time by identifying checks and electronic transactions as paid or outstanding.



With ARP, you have the potential to:

- Reduce accounting costs and increase productivity
- Improve cash control and receive faster, accurate payables information
- Increase your audit control
- Help detect and reduce your exposure to check fraud



How it works

Full ARP



You provide issued check information



Wells Fargo reconciles your paid checks to your issued checks and **sends a detailed statement**



You request reports such as paid checks, outstanding checks, and stop payments

You first provide us with your issued check information online or by transmission. This includes stops, voids, and cancels. When you use our online option, you can manually enter the check information or upload a file containing up to 1,500 registers in a single batch. You can submit multiple batches daily.

Within 90 minutes of your submission, you can receive an optional file confirmation. We update check issue information more than 50 times each day, seven days a week. Our Full ARP service reconciles your paid checks to your issued checks and provides a comprehensive statement of your activity on a weekly or monthly basis. You can also receive a variety of optional reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. The PDF and paper formats can include sorting and subtotaling by location or high-order prefix.

Partial ARP



Wells Fargo provides an ARP statement



You request reports* such as paid checks, outstanding checks, and stop payments



You reconcile your statements and **identify any exceptions** based on reports provided

Our Partial ARP service provides you with an ARP statement on a daily,* weekly, or monthly basis that includes a complete summary of your account activity. You can also receive a variety of optional reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. You use the statement and any optional reports to reconcile your account and identify any exceptions.

* Daily statement is not available for Partial ARP with Positive Pay.

Reconciliation reports and statements

Our reconciliation reports and statements allow you to reconcile your account with your internal accounting records. These reports may also help you detect and reduce check fraud on your accounts.

Available reports

Reconciliation reports and statements	With this report, you can
ARP Statements and Optional Reports¹ ARP Off-Cycle Reports¹	Access your account reconciliation plan (ARP) statements as well as 14 optional ARP reports or choose only the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.
ARP File Posting Confirmation²	View a summary of your account reconciliation activity by date, including check issues, cancels, voids, and stop payment requests, releases, and renewals.
ARP Data Query Report³	Perform queries on your accounts with ARP and download the results in CSV or Excel.
DDA Cycled Statement⁴	View your electronic statement of checking activity the day after your statement cycle closes.

1. Standard storage is 13 months.
2. Standard storage is 45 calendar days.
3. Standard storage is 90 calendar days.
4. Standard storage is five cycles with a daily cutoff or three cycles with all other cutoffs.



Optional reports

With our Full and Partial ARP services, you can customize your reporting to match your accounting needs and easily access reports online. Choose from 14 optional reports.

ARP optional reports	
<ul style="list-style-type: none"> • Bank Originated Entries • Credits • Deposit Location • Issue Notices Not Received[†] • Issues This Cycle[*] • Matched Paid Items[†] • Outstanding Checks[*] 	<ul style="list-style-type: none"> • Paid Checks • Posted Items • Prior Payments[*] • Reversed Checks[†] • Stop Payments • Unpaid Checks[*] • Voids and Cancels[*]

* Only available with Full ARP.

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

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The following are samples of commonly requested optional reports, shown in PDF. You can also receive online optional reports in Excel and CSV formats or receive a transmission in flat file text format.

Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-01-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS	
ACCOUNT: XXXXXX2222		PAID CHECKS REPORT		PERIOD: 08-01-XX TO 08-31-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
XXXXXX1004		8-31-XX	20.00	INNR	
XXXXXX1005		8-31-XX	200.00	INNR	
XXXXXX1002	8-30-XX	8-31-XX	100.00		
XXXXXX1004	8-30-XX	8-31-XX	20.00		
XXXXXX1005	8-30-XX	8-31-XX	200.00		
XXXXXX1001		8-31-XX	10.00		
XXXXXX1002		8-31-XX	109.00	INNR	
XXXXXX1003		8-31-XX	1,000.00		
8			1,659.00	TOTAL	

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-15-XX PAGE 1					
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS					
ACCOUNT: XXXXXX2222		OUTSTANDING CHECKS REPORT		PERIOD: 04-01-XX TO 5-06-XX					
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-05-XX	100.00	0	
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-05-XX	1,000.00	0	
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-05-XX	20.00	0	
XXXXXX1001	5-03-XX	10.00	0		XXXXXX1005	5-05-XX	200.00	0	
XXXXXX1002	5-03-XX	100.00	0		XXXXXX1001	5-06-XX	10.00	0	PAYEE NAME 1
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-06-XX	100.00	0	PAYEE NAME 2
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-06-XX	1,000.00	0	PAYEE NAME 3
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-06-XX	20.00	0	PAYEE NAME 4
XXXXXX1001	5-03-XX	10.00	0		XXXXXX1005	5-06-XX	200.00	0	PAYEE NAME 5
18		5,210.00	TOTAL						

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-01-XX PAGE 1							
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS							
ACCOUNT: XXXXXX2222		STOP PAYMENTS REPORT		PERIOD: 08-28-XX TO 09-28-XX							
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
XXXXXX0621	9-08-XX	3-07-XX	592.84	STOP/I		XXXXXX1005	9-15-XX	3-14-XX	200.00	STOP/NI	
XXXXXX0378	9-11-XX	3-10-XX	273.37	STOP/I		XXXXXX1008	9-18-XX	3-17-XX	10.00	STOP/NI	
XXXXXX0726	9-13-XX	3-12-XX	668.96	STOP/R		XXXXXX1008	9-21-XX	8-20-XX	10.00	STOP/NI	
XXXXXX1003	9-15-XX	3-14-XX	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Voids and Cancels

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-15-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS	
ACCOUNT: XXXXXX2222		VOIDS AND CANCELS REPORT		PERIOD: 5-06-XX TO 5-06-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
XXXXXX001	5-03-XX	5-06-XX	10.00	CANCEL/I	
XXXXXX002	5-03-XX	5-06-XX	100.00	CANCEL/I	
XXXXXX003		5-06-XX	0.00	VOID	
1			0.00	TOTAL VOIDS	
2			110.00	TOTAL CANCELS/I	
0			0.00	TOTAL CANCELS/NI	

15 Online Stop Payments.

You have three options for issuing stop payments on checks, which we describe below. With the electronic methods, you can make stop payment requests 24 hours a day, seven days a week.

Online transaction search

Stop payments are effective immediately after you successfully initiate the request through our online Transaction Search service.

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. While you can place stop payments on a range of checks, we have a maximum of 50 stops that you can place at one time.

ARP issue file transmission

Stop payments are effective after you successfully initiate the request through our online fraud manager tool and the bank's systems process the file.

You can make a stop payment request as late as 11:00 p.m. Eastern Time and still receive same-day posting.

With a file transmission, you can include up to 1,500 entries per file.

Using the Add Check Issues option of our online fraud manager tool, you can upload as many files per day as needed. An imported file can include stop payments, new issues, cancels, and voids.

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid. If you need to place a stop payment on a range of checks, you should include each individual check number in the file.

Customer service

Global Treasury Management (GTM) Service representatives are available Monday through Friday from 7:00 a.m. to 9:00 p.m. Eastern Time and Saturday from 9:00 a.m. to 3:30 p.m. Eastern Time.

We arrange hours of support for your dedicated client service officer based on the College's specific needs.

Kenney Brown, your dedicated client service officer, can provide assistance by phone to:

- Place a stop payment on a range of checks
- Place a stop payment on more than 50 checks at one time

Effective period

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online Transaction Search service, or you can choose to use our automated renewal option.

The auto stop renewal option of our Stop Payment service extends the retention period for stop payments and provides greater flexibility for you to manage stop payments.

This option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Pre-determine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

16 Online Retrieval of Check and Deposit Images.

The College can request and view paid check images online through our Transaction Search service.

Transaction Search

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

You can view, print, and download images, manage stop payments, delete, or reverse originated ACH items, and access activity reports. We describe these features in the following sections.



Key features:

Flexible search options

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

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

* RTP is a registered service mark of The Clearing House Payments Company L.L.C. Our RTP Services for credit transfer are available subject to applicable product eligibility.

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

View, print, and download images

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

Images are available by 9:00 a.m. Eastern Time the business day after posting. Some images may also be available on an intraday basis. Images are available for seven years.

Additional features within Transaction Search

Request ACH deletes and reversals

Authorized users can submit a request to either delete or reverse an initiated ACH transaction.

Request

Delete	You can request to delete an ACH transaction before we distribute the transaction to the ACH operator. We must receive delete requests before 4:00 p.m. ET on either the day you submit the original file or two business days prior to the item's posting date, whichever is later. For same-day transit items, we must receive your deletion request by 8:00 a.m. ET. If you submit a deletion request after the deadline, we process the item as a reversal. Per Nacha guidelines, you must notify the receiver of the reversal.
Reversal	You can request to reverse an ACH transaction after we distribute the transaction to the ACH operator. We must receive reversal requests before 4:00 p.m. ET by the fourth business day after the settlement date of the original item. Per Nacha guidelines, you must notify receivers of any reversals.

Re-initiate

If you use a check conversion service, you'll have the ability to reverse, re-initiate, or reverse and re-initiate ACH converted check transactions with a new dollar amount.

Access activity reports

Authorized users can access 365 days of Transaction Search user activity related to image retrieval and stop payment activity. Activity reports are available in HTML format.

17 Merchant/Credit-Debit Card services.

Experience in higher education and government

As your current Merchant/Credit-Debit Card services provider, we have a deep understanding of your needs and with our continued investments in technology and industry expertise we can support your future operational goals.

Public Sector entities face distinct challenges when accepting electronic payments. Successfully serving constituents requires managing tight budgets and strict regulatory requirements, while striving to provide the latest in payment technology. Supporting 549 government entities with 5,179 locations throughout the U.S., we uniquely understand the College's constraints and goals.

The College's operations are impacted by your size, geographical regions, responsibilities, mission, and statutory requirements — among other factors. Having worked with hundreds of diverse government organizations, including States, municipalities, and agencies, we have developed strategies designed to help you effectively control cost, manage risk, and offer constituents convenient payment options.

Controlling cash flow and cost

As soon as the next business day funding

Accelerating collections may reduce strain on organizations working with slim budgets. You can receive funds as soon as the next business day to your Wells Fargo commercial deposit account.*

* Merchant Services are provided by Wells Fargo Merchant Services L.L.C. and Wells Fargo Bank, N.A.

Wells Fargo Merchant Services L.L.C. does not offer deposit products, and its services are not guaranteed or insured by the FDIC or any other governmental agency. When you use a Wells Fargo Bank deposit account for settlement or other Merchant Services purposes, you must use a Wells Fargo Bank commercial deposit account. Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Merchant Services are subject to application, credit review of the business and its owners, and approval.

Managing risk

Meeting Payment Card Industry Data Security Standard (PCI DSS) requirements can be complex and costly. Operating under strict budget constraints, government entities may face even more difficulty in this area. Our teams search for opportunities to help you achieve and maintain PCI compliance, such as recommending solutions designed to help reduce PCI scope.

When one of our State customers decided to transition their technology, they strove to meet PCI requirements in a timely manner. To help them control the cost of PCI compliance, we advocated for them with the card networks. Consequently, the State qualified for a special technology program based on their investment in solution upgrades.

Anticipating needs

Appropriate solutions

Departments and agencies can have varying payment acceptance requirements, depending on the services they provide. Implementing the right solution for each entity (for example, tax, utility, police, and parks and recreation) may enable each one to collect funds faster, while making payments more convenient for constituents.

Whether the College requires online or in-person payments, we can support you with payment gateways, electronic bill presentment and payment solutions, point-of-sale (POS) and mobile technologies, and fraud management tools.* To help you transact securely and meet PCI compliance requirements, our solutions support security protocols, such as encryption and tokenization.

* Additional fees may apply for these services.

If you choose to use your own or a third-party solution, we can typically support you with core processing. Our processor's system is compatible with thousands of independent software vendors (ISVs). The majority of third-party gateways and POS systems, including government-specific solutions, are certified to the processing platforms we use.

So that you can reconcile and track transactions, we also offer detailed reporting and convenient dispute management tools at no additional cost.

Emerging technology

For the convenience of constituents, government entities want to offer the fast, easy-to-use payment options available in the private sector. Consumer payment options continue to multiply, and we help our government customers understand these changes and make effective use of technology.

For instance, we enabled in-app payments through an API to simplify collections for a transportation agency, while streamlining ticket purchases for their riders. Constituents using public transportation can pull up the agency's mobile app to pay for tickets as easily as they pay for rides with popular ride-hailing apps.

Designated support

Our dedicated support model for Public Sector entities is one of our strategic advantages. Industry specialists help ensure consistency, familiarity, and a solid understanding of the College's environment and mission.

An Implementation Project Manager specializing in public sector implementations will help guide you through a smooth transition. Your merchant services relationship manager, Steve DeSatnick, will continue to be your day-to-day point-of-contact for Merchant Services. Steve can also help you address PCI DSS compliance concerns, regulatory requirements, constituent payment preferences, and technology changes. Your eReceivables Consultant, Lexi Custis, and Specialized Industry Market Manager Rich Toomey, can provide guidance as your payment acceptance requirements evolve.

Our treasury management and commercial banking teams work in coordination with our Merchant Services team. Your treasury management sales consultant, Jacqueline Kobialko, and relationship manager, Stephen Lenehan, will also offer insights that encompass the full breadth of your receivables strategy.

18 Treasury Banking Service.

Higher Education banking

Wells Fargo has dedicated banking teams that work with many large and reputable colleges and universities — both public and private — throughout the U.S.

Strategic alignment and specialization

Our higher education industry specialists offer expertise in all aspects of treasury management, including electronic payables and receivables, commercial card, and merchant services. We also focus on presenting innovative ideas that can help colleges and universities manage their daily operations successfully.

Wells Fargo attends several university campus banking-related conferences each year such as the National Association of College and University Business Officers (NACUBO), the Texas Association of State Senior College & University Business Officers (TASSCUBO), the National Association of Campus Card Users (NACCU), the National Association of College Auxiliary Services (NACAS), and others to stay ahead of the latest trends in technology and in the higher education sector overall.

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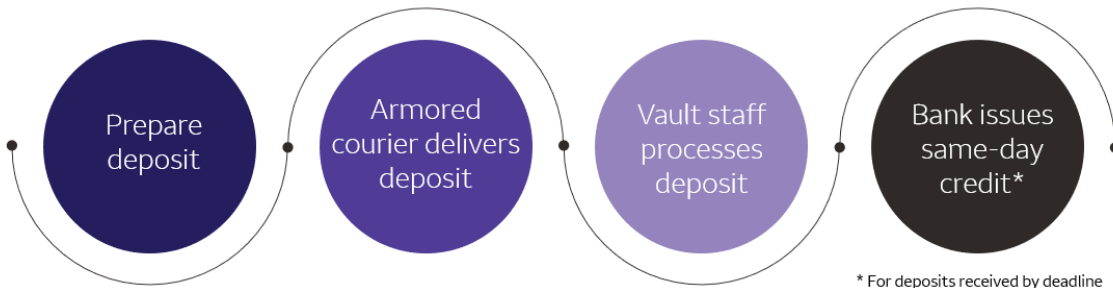
In addition, we host virtual seminars and forums, as well as in-person events at venues across the country.

19 Cash Vault/Money Center.

Wells Fargo will continue to support your cash vault needs, as we do today at our Miami Cash Vault site.



How Cash Vault works



You can place coin and currency orders 24 hours a day, seven days a week using our online banking platform automated touchtone phone system, or direct file transmission service.

You can access details about your deposits, adjustments, and coin and currency orders online. Our comprehensive suite of cash vault reports includes:

- Cash Vault Activity Summary
- Deposit Activity
- Deposit Adjustment Activity
- Order Request
- Order Activity
- SafeVantage® Expedited Credit
- Envelope Activity Detail
- Counterfeit Note

Cash vault by mail service

With Cash Vault by Mail, you can send deposits, up to \$5,000 and 15 pounds, through the mail. Change orders may contain up to \$500 per parcel. This cash vault service uses the DTS Connex® Online Cash Management Tool and United States Postal Service® (USPS®) Priority Mail® for parcels \$500 and less and Registered Mail® for parcels for more than \$500.

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International Financial Services (IFS) provides the DTS Connex tool.¹ This allows the College to create, track, and manage cash deposits and change orders online. It also alerts the USPS for pickups and deliveries.

1. DTS, DTS Connex, and corresponding logos are registered trademarks or service marks of International Financial Services, Inc. IFS is not a subsidiary or affiliate of Wells Fargo. The DTS Connex® Tool and any other products or services provided by IFS to you are separate from the services you receive from us, and we make no representations or warranties and will have no liability to you in connection with products and services provided to you by IFS. DTS Connex® is also available as an option for tracking branch deposits and printing on demand deposit tickets.



How it works

the College contracts with:

- Wells Fargo for deposit and change order processing
- IFS for deposit and change order tracking services
- A third-party provider of USPS® Priority Mail® services for deposit and change order shipping

Deposit cash

You receive same-day credit for deposits once they are received by the cash vault. This service works as follows:

1. You prepare the deposit

- Place your deposit in a sealed tamper-evident bag and then into a generic mailer parcel.²
- Create a deposit and shipping label online using the DTS Connex® Online Cash Management Tool. You can choose to self-insure the parcel.
- Give the USPS Priority Mail parcel to a USPS® carrier to be scanned and mailed or take it to the nearest U.S. Post Office.
- Take Registered Mail parcels to the nearest U.S. Post Office for mailing, if applicable.

2. USPS and armored courier transport the deposit³

- A USPS carrier delivers your parcel to a USPS processing facility.
- USPS delivers the parcel to a designated Wells Fargo-owned P.O. Box.
- An armored courier, under contract with Wells Fargo, picks up the parcel from the USPS facility and delivers it to the Wells Fargo cash vault.

3. Wells Fargo processes the deposit

- Wells Fargo completes standard deposit processing.
- Wells Fargo sends the tracking and reporting data to the DTS Connex tool for your reporting needs.

2. the College must not use USPS-provided packaging, such as flat envelopes or boxes, for any commercial cash transaction, regardless of amount.

3. Parcels that you send Registered Mail may take longer than five business days; you can only send them to the Atlanta and Salt Lake City Cash Vaults.

Request cash and coin deliveries

1. Request change order

- Request your change order online using the DTS Connex® Tool. You can choose to self-insure the parcel.

2. Wells Fargo processes your change order

- Wells Fargo prepares your change order and places it in a sealed tamper-evident bag.
- An armored courier picks up and delivers prepared outgoing parcels to the USPS processing facility.

3. Transport change order

- USPS transports and delivers the parcel(s) to your location(s).

20 Banking Supplies.

As your current provider you will not need to replace your current surplus of banking supplies. As needed, you can purchase deposit tickets and other supplies such as deposit bags, cash straps, and coin wraps through our supply order desk. These fees can be passed through to analysis to be offset by balances or hard charged to the bank account of your choosing. Alternatively, you can purchase these supplies from your own supplier.

21 Check Printing/Payment Manager.

The College can continue using our Payment Manager® service for outsourcing check printing to Wells Fargo.

Benefits of our check outsourcing service

Our check outsourcing service offers the following benefits to the College:

- Saves time by relying on Wells Fargo to expedite your check processing
- Reduces the risk of human error by eliminating manual checking writing
- Reduces fraud risk by using a variety of security features on your checks
- Provides flexibility to send checks and remittance information based on your instructions
- Personalizes check design and printing formats based on your requirements
- Streamlines reconciliation across payment types and payment activities
- Decreases paperwork for your staff
- Reduces mailing costs

How it works

1. You securely transmit a payment file to Wells Fargo for processing.
2. Wells Fargo matches the data in your file with your check template.
3. Wells Fargo prints the checks.
4. Wells Fargo mails the checks according to your delivery instructions.

22 Desktop Deposit Service.

Remote deposit

You can continue saving both time and money, as you do today, by using our remote deposit service to electronically deposit checks into your Wells Fargo account. **Our service eliminates the need for your employees to make trips to the bank to deposit checks and provides an extended deposit deadline** of 10:00 p.m. Eastern Time.

With our remote deposit service, you can capture check images for deposit by using an approved check scanner and computer with internet access or by using a mobile device with a camera. Next, you confirm the check dollar amounts and verify the deposit balances. Then, you submit the deposit to us and receive a prompt confirmation. You can view deposit detail and images online and on our mobile application.

If you enroll in our Alerts service, we send authorized users a deposit confirmation notice by email or text message.



Features

Image access

We store check images on our servers. They are immediately available online through our remote deposit service for 90 days and also online through our Transaction Search service for seven years.

Custom fields

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

Reporting

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

Report name	Description
Deposit Report	Contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.*
Deposit Report with Item Details	Contains general deposit information (including deposit amount, number of checks included, and submission date) and item details (including item amount, item status, and check number) for each deposit completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.
Deposit Report with Check Images	Contains general deposit information and item details for each deposit. It is available in PDF format. Select the number of images (up to four per

Report name	Description
	page) that you would like to see, including the option to include an image of the back of the check.
Deposit detail transmission	Includes discretionary data that you manually entered, in addition to check detail. Allows you to receive an electronic file for posting your receivables.

* HTML, CSV, and Excel formats contain keyed discretionary data.

User access

Your designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user’s access. For example, a user can have scan and balance access for one account and deposit approver access for another account. This flexibility lets you implement dual controls so that one person scans and balances and another person approves a deposit before it’s submitted.

Batch deposits

You can create multiple batches within one deposit, which helps to simplify balancing when you have checks for multiple entities in the same deposit. Our deposit reports show the name and subtotal of each batch, which helps to simplify how you reconcile individual batches.

Updates

If you use our remote deposit service through our online banking platform, you don’t need to install any software other than a scanner driver. Any updates and enhancements we make are promptly available to you when you access the system.

If you use our remote deposit service through your mobile device, you need to download the latest version of our mobile application to access all of the latest features and enhancements.

Quality control

	Before submitting a deposit, you have a chance to review the captured items, and make corrections (such as re-capture images, enter missing data, and verify item amounts) to balance the deposit.
	Our Electronic Deposit Center (eDC) inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.
	While image quality exceptions are rare (accounting for approximately 1% or less of all items we process*), we follow a standard process for handling them.
	If we can’t clear an item, we follow an adjustment process and notify you accordingly.

* Internal metric, June 2023.

Optional banking services (Section 2.4.2)

Does your institution provide each of the following optional services? If yes, provide brief overview for each service and/or refer to appropriate section.

23 Cash Letter.

- Yes
- No

Yes. We can help you save both time and money by using our image cash letter service to deposit checks into your Wells Fargo account electronically, eliminating the need for your employees to physically take deposits to the bank.

Convert check payments to invested funds as quickly as possible.

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

We support two image cash letter file formats:

- Common Federal Reserve Bank
- Proprietary Wells Fargo

Our proprietary format provides greater flexibility in structuring deposits and depositing to multiple accounts within a single file. Our proprietary format also supports a special user record for conveying discretionary data, which can help you research return items or exceptions, as well as provide an audit trail.

Requirements

Type	Items
General	<ul style="list-style-type: none">• Scan eligible checks to accurately capture all MICR line data• Capture and store check images and MICR data according to generally accepted industry standards• Create deposit records for the total of checks transmitted and send a balanced file• Format the file according to the specifications we provide during implementation• Transmit a file securely through one of our transmission options
Operational requirements	<ul style="list-style-type: none">• Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file

Type	Items
	<ul style="list-style-type: none">• Maintain and operate equipment to help ensure ongoing image and MICR data quality so that you can collect checks electronically or convert them into substitute checks
Check retention	<ul style="list-style-type: none">• Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate deposits• Retrieve individual original items during the retention period in the case of an exception item

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

24 Check Image/CD Rom.

- Yes
- No

Yes. You can receive check image detail online or through image transmission.

Online

You can retrieve, view, print, and download disbursed check images through our online banking platform using our Transaction Search service. Images are available by 9:00 a.m. Eastern Time the business day after posting. Some images may also be available on an intraday basis. Images are available for seven years.

Image transmission

Our image transmission service provides a daily, weekly, semi-monthly, or monthly file of paid check images, and related index information. Image files are available as early as 11:00 a.m. Eastern Time the day after posting. Through our secure transmission platform, you can download files into your internal archives. During implementation, you'll choose which format, XML or PDF, you want to use for your files.

25 ACH Fraud Services.

- Yes
- No

ACH Fraud Filter

Our ACH Fraud Filter service helps protect your accounts by identifying potentially fraudulent transactions. You then review the transactions and decide what to return, stop, or allow. You can access our service through our online banking platform and CEO Mobile® service,* so you always have a convenient way to make pay or return decisions.

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



Convenient and customizable

With our service, you have the option to:

- Review and stop debits, credits, or all transactions
- Preauthorize which ACH transactions can post to your account without prior review
- Customize your preauthorizations by setting dollar thresholds, date ranges, and other criteria
- Receive all ACH payment information so you know who is attempting to send transactions to your account

You'll have 24 hours to make a return request. And since we filter the transactions for you based on your established criteria, we present only the ones we've identified as potential threats.



How it works

Review option: You decide what to return

1. **Review:** You preauthorize ACH transactions to post to your account. You can review and make decisions on all, just credit, or just debit transactions. You can further look at transactions that exceed a dollar amount, date range, or number of occurrences.
2. **Decision:** Through our online fraud manager tool, we notify you of any transactions that are not preauthorized. You review those transactions and tell us whether you want them paid or returned.* When you tell us to return a transaction, we create a reversing adjustment and then return it as unauthorized.

* If you do not make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

Stop option: Automatically stop unauthorized transactions

With our stop option, we automatically return transactions that you did not preauthorize.* You can request that we stop and return all:

- ACH transactions
- ACH transactions that exceed a predetermined dollar amount
- ACH credit or debit transactions only
- ACH credit or debit transactions outside a predetermined dollar range
- ACH credit or debit transactions outside a specified date range
- ACH credit or debit transactions that exceed a specified maximum number of occurrences

* Excludes transactions originated by internal Wells Fargo originators, such as Account Analysis fees and settlement entries, that you've authorized to the account.



Best practices and optional features

Monitor your transactions daily

We recommend that you sign on daily to monitor your ACH transactions. You can also receive a notice by email or text* when an unauthorized ACH transaction posts to your account. You can request that we inform you about:

- ACH transactions posted to your account
- ACH transactions that exceed a predetermined dollar amount
- ACH credit or ACH debit transactions only
- ACH credit or debit transactions that exceed a predetermined dollar amount
- ACH credit or debit transactions outside a specified date range
- ACH credit or debit transactions that exceed a specified maximum number of occurrences

* Our alerts service has an additional fee.

Block converted checks

Our eCheck option, for no additional fee, helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes eCheck Post and eCheck Stop options for accounts receivable check (ARC), back office conversion (BOC), and point-of-purchase (POP) transactions.

eCheck Post

If you use the eCheck Post option in conjunction with our next-day positive pay service, you can see unmatched items that will post to your account. You use our online fraud manager tool to indicate your decision to pay or return them.

If you use the eCheck Post option with our same-day positive pay service, we do not match ACH converted checks against your check issue records. Instead, we call you for instructions to pay or return the converted checks.

eCheck Stop

If you choose the eCheck Stop option, we automatically stop all ineligible items inadvertently converted before they post to your account.

26 Online Deposit on Return Items.

- Yes
- No

Returned items

Processing returned items can be a burden on your staff. You can **improve the efficiency of your process** with handling instructions, reporting, and electronic returned items. These timesaving steps can help you reconcile, research, and collect on returned items.



Processing instructions

During implementation, you tell us whether you will follow our standard processing instructions or set up special instructions, as described in the following table.

Standard instructions	Special instructions*
Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system	Automatically redeposit all items (regardless of amount) returned for nonsufficient funds (NSF) or uncollected funds (UCF)
Post all returned items to the depository account in one lump sum per day	Redeposit all Wells Fargo items less than a predetermined dollar amount
Debit the depository account for chargebacks	Post separate debits for each returned item to the depository account*
Automatically redeposit non-Wells Fargo items of less than \$300 that are returned for NSF or UCF†	Mail physical items or additional copies of the debit advice to an alternate address*
	Charge back items to an account other than the depository account*
	Key additional data (such as maker name, phone number, and address) on the advice*

* Additional fees apply for some special instructions.

† We cannot redeposit items returned for any reason other than NSF or UCF.



Reporting options

Online reporting and images

Information reporting

With information reporting, you can reduce the time spent researching, recording, and collecting on checks returned unpaid. Our same day and previous day reports provide detailed information about your returned items; the HTML format of the report includes links to item images.

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

Decisioning

You can begin your collection efforts on the same day we receive returned items. View your returned items beginning at 9:00 a.m. Eastern Time and change the default disposition (chargeback or redeposit) by 7:30 p.m. Eastern Time.

Notification

You receive an email notification when we process returned items or when items are available for decisioning. This email prompts you to sign on to our online banking platform to view the detailed returned item reports or to review and decision the returned items.

Images

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

Transmission reporting

Report type	Details
Data transmission	Receive a transmission file — including keyed data — for both returned checks and those converted to ACH transactions.
Image transmission	Receive a transmission of returned check images, associated index information, and detailed information through our Image File Import service. You can import these files into your internal or a third-party image archive. The files consist of an XML formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.



Optional service

Electronic returned items

With this optional service, we can automatically convert eligible paper returned items into ACH debits. This conversion allows us to make up to two re-presentation attempts (instead of only one with the paper deposit process), which can help increase your collection rates.

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

27 Deposit Reconciliation.

- Yes
- No

Deposit Location Reporting

To help you more easily reconcile your account, our Deposit Location Reporting service consolidates your deposit activity and identifies deposits, returned items, and deposit adjustments from various locations to one account. It's available with our Partial and Full Account Reconciliation Plan (ARP) services.



How it works

Our Deposit Location Reporting service sorts and subtotals deposits by location and includes the location name on your ARP statement and optional ARP reports. You can access the reports by electronic transmission, view them online and save them in PDF, download them in Excel or CSV formats, or receive paper reports.

Report options

Deposit Detail	Lists individual deposits, returned items, and adjustments for the statement period — subtotalling the credit, debit, and total activity for each location
Return Detail	Lists returned items — subtotaled by location — for the report period
Deposit Recap	Summarizes all deposit-related activity (credits and debits) by date and subtotals them by location for the report period
No Activity	Lists locations for which no activity posted during the statement cycle

Identifying your locations

The location identification depends on whether your deposit account uses our subaccounting solution or not.

Subaccounting

With subaccounting, each of your locations has a unique subaccount number linked to a single parent account. You provide your internal location codes and names that we associate with the subaccounts.

You use the subaccount numbers on deposit tickets and for electronic transactions, so we can easily identify and report nearly all transactions (such as deposits, returned items, adjustments, ACH debits and credits, and merchant transactions) for each location.

Encoded deposit tickets

Without subaccounting, you identify the location making the deposit in the deposit ticket's MICR line. You use numbers — up to 10 digits — in either the on-us auxiliary field or the serial number field. To organize deposit tickets by location, a portion of the 10 digits should be available for the serial number. We suggest using two to six digits for your location number with a maximum of 10 digits for the entire location and serial number.

28 e-Check verification or guarantee service for web-based check processing.

- Yes
- No

Yes. We can accept an electronic check file directly from your POS system through TeleCheck®*. You don't need to deliver physical checks to our operations center. However, we do not offer an automatic verification or guarantee service for the checks being presented. We do offer an Account Validation Service, which is discussed in the additional services section.

* Additional fees apply for this service. Your treasury consultant, Jacqueline Kobialko, can provide additional information.

29 P-Card.

- Yes
- No

One card, one workflow

The College and Wells Fargo have already executed a WellsOne Commercial Card agreement, which can be utilized or easily replicated to complement the new banking services contract. Wells Fargo and the College have done preliminary work to position the College for a successful P-card and/or virtual card program. We welcome the opportunity to work with your team to move forward with the implementation of this program. Details of our program are shared below.

Help maximize convenience, efficiency, and control with one card and one platform that handles your employee spending, travel, general procurement, accounts payable disbursements, and more.

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When you consolidate expenses into one program, the College gains access to comprehensive information for smart decision making. You have the potential to realize significant savings in time, transaction-processing costs, and internal resources required to support the program. A single-card platform integrates multiple processes and creates a solid foundation for future growth.

Additionally, you'll gain an ally with more than 28 years of experience in the card industry and knowledge to help make your program successful.



Commercial card features and potential benefits

Accepted almost everywhere

We issue both Visa® and Mastercard®, with both platforms boasting millions of global acceptance locations.*† This coverage means your employees can make purchases almost everywhere cards are accepted. We'll help you determine which issuer best meets your needs.

* Visa. 2021. "[Visa Annual Report 2021](#)," [Visa](#) > Investor Relations > Annual Reports & Meeting.

† Mastercard. November 10, 2021. "[Mastercard Investment Community Meeting](#)," [Mastercard](#) > Investor Relations > Events and Presentations.

Corporate liability: A best practice

Organizations typically choose a corporate liability program because it's designed to:

- Increase visibility of spending across the entire organization
- Decrease costs, losses, and risk
- Eliminate individual liability and unnecessary burdens on employees

Corporate liability also means that your earned revenue share doesn't depend on cardholder reconciliation — giving you the potential to earn more.

Online program management

For low IT burden and flexibility, manage your program through our expense management service, which offers self-administration functionality and customizable components. There is no need to install hardware or software on your system. Our service provides:

- Intuitive coding of common expenses
- Real-time online card management
- Comprehensive standard, custom, and ad hoc reports
- Customizable transaction fields
- Secure multi-level approvals

You can upload expense data from the application to most enterprise resource planning (ERP) and treasury workstation platforms, which eliminates any manual data entry to your general ledger.

WELLS FARGO

Your employees can use our expense management service to:

- Review and approve transactions
- View and upload receipts
- Input cash expenses
- Reclassify line items to multiple cost centers

Handle tasks on the go

Employees can manage their expenses when away from their desks using our end-to-end mobile service.* Cardholders and approvers can complete almost all of their card-related activities using their mobile devices. For example, they can snap receipt images at the time of purchase, manage charges and expenses, approve transactions, and view available credit and declines.

* Functionality for our WellsOne® Expense Manager mobile application requires a WellsOne Commercial Card, use of our WellsOne Expense Manager service, and access to Wells Fargo VantageSM. Download the latest version of the application for your device from the Apple App Store® or Google Play™ store.

Tap to pay

There's no need for employees to swipe their cards to make purchases they simply tap it and go wherever they see the Contactless icon.

Digital business-to-business payments

Don't miss the potential time and cost savings of digital payments. With our Virtual Card Payments service, you can pay suppliers using unique virtual card numbers. Initiate a payment through our online application, by Application Programming Interface (API), or by file transmission. We produce a unique virtual card number and send it, along with transaction details, to your supplier in a secure email. Use an electronic transaction detail file to close transactions within your accounting system. For added control and ease of reconciliation, you can additionally limit payments to an exact dollar amount or make the payment available for a limited time.

Help make it easier for suppliers to accept your payments

With our Straight Through Processing* solution, you can make it easier for your suppliers to do business with you. Suppliers can arrange to receive your card payments in their bank accounts, instead of processing the payments themselves.

* We offer our Straight Through Processing solution as part of a relationship with Mastercard®, and in conjunction with our WellsOne® Virtual Card Payments service. Additional fees and restrictions apply.

One file for all payments

To help simplify your payables process even further, send us an electronic payment file directly from your treasury workstation, ERP, or accounts payable system. **You can consolidate multiple payment types — check, ACH, wire transfer, and virtual card transactions — in a single file.** Upon receipt of the file, we separate payments by type, process them accordingly, and send human-readable remittance information to the payee.

We help onboard your suppliers

Our experienced Supplier Analysis and Onboarding team can help strengthen your supplier trading partner relationships through a single program that covers both commercial card and ACH payments. We use proprietary analysis tools to analyze your supplier base and then create a customized strategy and targeted outreach campaign specific to your needs.



Security features

Alerts

We automatically send at least one cardholder a fraud alert by email when we identify a suspicious card transaction. The College can also enroll in text* alerts for cardholders. Recipients, once enrolled, can confirm whether transactions are fraudulent by simply responding to our texts. This response can help detect and prevent fraud almost instantly.

Liability protection through Visa and Mastercard

Each commercial card program is eligible for a liability waiver offered through Visa and Mastercard up to \$100,000. This waiver can help protect your organization from certain employee misuse or other unauthorized charges.

Additionally, the College can enroll in optional financial alerts. Financial alerts provide cardholders with real-time access to card transaction data and credit availability when a transaction occurs. Cardholders can receive an email, text, or both for the following types of transactions:

- Purchases with a dollar threshold
- Online purchases
- Available credit
- Declines

Up to ten contacts can receive alerts for a single card.

* Some states restrict employees' use of personal mobile devices for work purposes or otherwise impose obligations on employers. Before enrolling employees, please review applicable state laws related to the use of commercial cards and related services with your legal counsel to ensure compliance. Availability may be affected by mobile device coverage. Mobile carriers' message and data rates may apply.

Help protect yourself from fraud

It's important to have the best fraud protection for your cardholders and accounts. We use proprietary fraud mitigation technology, customized transaction monitoring, and convenient reconciliation tools to help keep your cardholders and accounts safe. Enhanced fraud alerts are just one of the capabilities we use to fight fraud.

Additionally, our commercial cards adhere to the rigorous security protections of the Visa and Mastercard networks.



Support

Full implementation support

We approach implementation as a partnership. We commit our full-time resources and experienced members of our commercial card team to guide the design, installation, and rollout of your program.

Dedicated account manager

We assign a dedicated account manager to new card programs to provide ongoing guidance and support. Your account manager meets with you regularly to track program statistics and measure them against your key goals. In addition to this benchmarking, your account manager updates you on industry developments and best practices that promote card use.

Around the clock support

We have two commercial card service centers within the U.S. dedicated exclusively to serving our commercial card customers. Our representatives assist with card maintenance services, such as reporting a card as lost or stolen and answering questions about cardholder transactions. The College can call our service team for support, 24 hours a day, seven days a week.

30 Armored Car Services.

- Yes
- No

Wells Fargo does not provide an armored car service to our customers. Instead, the College would contract directly with the armored courier of your choice, as you do today.

General banking services (Attachment A, Section 1)

31 State the minimum number of accounts appropriate to maintain the College's operations and activity level.

As you mentioned in the RFP, and from our experience with the College, you currently utilize four accounts for the daily operations of the College, however you do still have two subaccounts with minimal activity at two campus locations.

Given the “four-account” structure has served the College well for some time now, we wouldn’t see a need to change that structure. However, if the College was interested in consolidating the account structure further than it is, a three-account structure could work as well. With this type of structure your Master Depository account would also act as your Accounts Payable (AP) account.

Wells Fargo is committed to working with the finance team to continuously review and look to enhance and streamline the account hierarchy to maximize efficacy and minimize costs.

32 Describe recommended account structure and provide a brief discussion of the cost/benefit rationale for its recommendation. Additionally, provide the College's capability to define its own structure and number of accounts.

We would recommend continuing with the same four account structure you currently have today. This works well and allows for easier reconciling by having deposits, payroll, and AP separated in their respective accounts. That said, the College has complete flexibility to define its own structure and utilize the number of accounts deemed necessary.

33 Provide the proposed cut-off time for delivery of bank deposits to the branch bank office for same day credit on deposits.

Our cutoff times for same-day ledger credit vary based on how you make your deposit.

Branch deposit services

- **Deposit-enabled ATM** — ATM deposits made before 9:00 p.m. local time will be posted on the same business day. You receive credit the next business day for deposits you make after the deadline, on weekends, and on federal holidays.
- **Night depository** — Once we process your deposit, you receive same-day credit for cash and check deposits made prior to the cutoff time.
- **Teller line** — You receive same-day ledger credit for both cash and check deposits made by branch closure, local time.

Your local branch cutoff times

The following table includes the deposit deadlines for bank credits on the same day of deposit for the branches, night depository locations, and deposit-enabled ATMs that are closest to you.

Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
A Hugh Adams Central Campus 3501 S.W. Davie Rd. Davie, FL 33314	DOWNTOWN DAVIE 4150 SW 64TH AVE. Davie, FL 33314	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.8 miles
Judson A. Samuels South Campus 7200 Pines Blvd. Pembroke Pines, FL 33024	PEMBROKE PINES NORTH 702 N. UNIVERSITY DR. Pembroke Pines, FL 33024	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.46 miles
Pines Center Academic Village 16957 Sheridan Street Pembroke Pines, FL 33331	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.18 miles
Miramar Town Center 2050 Civic Center Place Miramar, FL 33025	MIRAMAR SQUARE 12184 MIRAMAR PKWY. Miramar, FL 33025	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.52 miles
Tigertail Lake Center 580 Gulfstream Way Dania Beach, FL 33304	SHERIDAN 1600 SHERIDAN ST. Hollywood, FL 33020	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.54 miles
Broward College at the YMCA 1409 NW 6th St. Fort Lauderdale, FL 33311	BROWARD BOULEVARD/I-95 2510 W BROWARD BLVD STE 103 Fort Lauderdale, FL 33312	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.61 miles
North Campus 1000 Coconut Creek Blvd. Coconut Creek, FL 33066	MARGATE 400 N STATE ROAD 7	Mon - Fri : 09:00 AM - 05:00 PM, Sat	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.9 miles

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Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
	Margate, FL 33063	: 09:00 AM - 12:00 PM			
Willis Holcombe Center 111 East Las Olas Blvd. Fort Lauderdale, FL 33301	LAS OLAS 350 E LAS OLAS BLVD. STE 100 Fort Lauderdale, FL 33301	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.37 miles
Weston Center 4205 Bonaventure Blvd. Weston, FL 33331	WESTON COMMONS 4511 WESTON RD. Weston, FL 33331	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.68 miles
Miramar West Center 1930 SW 145 Ave. Miramar, FL 33027	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.92 miles
Cypress Creek Administrative Center 6400 NW 6th Way Fort Lauderdale, FL 33309	EXECUTIVE AIRPORT 1700 W. COMMERCIAL BLVD. Fort Lauderdale, FL 33309	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.2 miles

* Please confirm your deposit deadlines with your treasury consultant, Jacqueline Kobiako. Our ATM and banking locations search tool at wellsfargo.com/locator provides street addresses, lobby hours, and ATM deposit cutoff times.

Cash vault

Different deadlines apply for cash only, check only, and mixed deposits of cash and checks. The following table lists our cutoff times for deposits and change orders, in local time at our Miami Cash Vault location.¹

Cash vault site	Deposit deadline			Order deadline	
	Cash-only	Check-only	Mixed	Touch tone	Online or Transmission
Miami	6:00 p.m.	4:00 p.m.	4:00 p.m.	11:00 a.m.	10:30 a.m.

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34 Describe the bank's cash management operation and the applicable timeliness for processing deposits and crediting said deposits to the College's account.

We include the availability schedule for specific services in the Appendix section of our proposal.

We review our availability schedules annually. We determine availability in accordance with applicable law and Wells Fargo's availability policy. Our policy considers factors such as (but not limited to) the routing transit number on the check, deposit location, and deposit method (for example, branch, deposit-enabled ATM, or remote deposit capture).

We give immediate availability for on-us items, except for our controlled disbursement items. Those items are available on the following business day.

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

Most of our customers use our accelerated availability schedule. We offer alternate schedules on a case-by-case basis. Your treasury consultant, Jacqueline Kobialko, can work with you to help ensure that you have the most appropriate availability schedule for your account.

35 Does the bank's cash management operation allow charges for armored car service be passed to the analysis statement?

- Yes
- No

This is a non-standard process for Wells Fargo, however we would be amenable to exploring this process.

36 Provide a list of potential designated bank branch offices located within 10 miles of each of the College's locations. Alternatively, provide at the College's option, daily weekday deposit pick-up and/or delivery service from any College location outside of the 10 mile requirement.

Proximity study of branch depository services

The following table includes the deposit deadlines for bank credits on the same day of deposit for the branches, night depository locations, and deposit-enabled ATMs that are closest to you.

Your location	Branch	Branch deposit deadline (local time) *	Night deposit deadline (local time) *	ATM deposit deadline (local time) *	Distance
A Hugh Adams Central Campus 3501 S.W. Davie Rd. Davie, FL 33314	DOWNTOWN DAVIE 4150 SW 64TH AVE. Davie, FL 33314	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.8 miles

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Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
Judson A. Samuels South Campus 7200 Pines Blvd. Pembroke Pines, FL 33024	PEMBROKE PINES NORTH 702 N. UNIVERSITY DR. Pembroke Pines, FL 33024	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.46 miles
Pines Center Academic Village 16957 Sheridan Street Pembroke Pines, FL 33331	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.18 miles
Miramar Town Center 2050 Civic Center Place Miramar, FL 33025	MIRAMAR SQUARE 12184 MIRAMAR PKWY. Miramar, FL 33025	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.52 miles
Tigertail Lake Center 580 Gulfstream Way Dania Beach, FL 33304	SHERIDAN 1600 SHERIDAN ST. Hollywood, FL 33020	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.54 miles
Broward College at the YMCA 1409 NW 6th St. Fort Lauderdale, FL 33311	BROWARD BOULEVARD/I-95 2510 W BROWARD BLVD STE 103 Fort Lauderdale, FL 33312	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.61 miles
North Campus 1000 Coconut Creek Blvd. Coconut Creek, FL 33066	MARGATE 400 N STATE ROAD 7 Margate, FL 33063	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.9 miles
Willis Holcombe Center 111 East Las Olas Blvd. Fort Lauderdale, FL 33301	LAS OLAS 350 E LAS OLAS BLVD. STE 100 Fort Lauderdale, FL 33301	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.37 miles
Weston Center 4205 Bonaventure Blvd.	WESTON COMMONS	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.68 miles

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Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
Weston, FL 33331	4511 WESTON RD. Weston, FL 33331				
Miramar West Center 1930 SW 145 Ave. Miramar, FL 33027	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.92 miles
Cypress Creek Administrative Center 6400 NW 6th Way Fort Lauderdale, FL 33309	EXECUTIVE AIRPORT 1700 W. COMMERCIAL BLVD. Fort Lauderdale, FL 33309	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.2 miles

* Please confirm your deposit deadlines with your treasury consultant, Jacqueline Kobialko. Our ATM and banking locations search tool at wellsfargo.com/locator provides street addresses, lobby hours, and ATM deposit cutoff times.

37 Does the bank honor request for stop payment of checks from authorized College Business Office personnel? Explain.

- Yes
- No

Yes. You have three options for issuing stop payments on checks, which we describe below. With the electronic methods, you can make stop payment requests 24 hours a day, seven days a week.

Online transaction search

Stop payments are effective immediately after you successfully initiate the request through our online Transaction Search service.

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. While you can place stop payments on a range of checks, we have a maximum of 50 stops that you can place at one time.

ARP issue file transmission

Stop payments are effective after you successfully initiate the request through our online fraud manager tool and the bank's systems process the file.

You can make a stop payment request as late as 11:00 p.m. Eastern Time and still receive same-day posting.

With a file transmission, you can include up to 1,500 entries per file.

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Using the Add Check Issues option of our online fraud manager tool, you can upload as many files per day as needed. An imported file can include stop payments, new issues, cancels, and voids.

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid. If you need to place a stop payment on a range of checks, you should include each individual check number in the file.

Customer service

Global Treasury Management (GTM) Service representatives are available Monday through Friday from 7:00 a.m. to 9:00 p.m. Eastern Time and Saturday from 9:00 a.m. to 3:30 p.m. Eastern Time.

We arrange hours of support for your dedicated client service officer based on the College's specific needs.

Your dedicated client service officer, Kenny Brown, can provide assistance by phone to:

- Place a stop payment on a range of checks
- Place a stop payment on more than 50 checks at one time

Effective period

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online Transaction Search service, or you can choose to use our automated renewal option.

The auto stop renewal option of our Stop Payment service extends the retention period for stop payments and provides greater flexibility for you to manage stop payments. This option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Pre-determine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

38 Can the bank provide account statements in paper and electronic format? Explain.

- Yes
- No

Yes. With our Statements & Notices service, you can access your account statements, notices, and legal disclosures through our online banking platform. In a single request, you can retrieve, download, or print your statements, helping you save time and get the information you need.

39 Describe account statements with cut-off periods and delivery methods based on the College's needs.



With our Statement & Notices service, you can:

- Access our interactive Client Analysis statement, which compares your current monthly account information to the previous 12 months for analysis; this can help you spot trends and make more informed business decisions
- Set your default preferences to display your information on the various screens for each of the statements and notices supported
- Retrieve multiple or individual statements and notices in one request
- Receive notifications* by email or text through our Alerts service

* Legal disclosure notifications are not available.



Statements, notices, and disclosures available

Document	Availability
Commercial Checking and Savings account statements	Available one to two business days after your statement cycle's cutoff date* for up to 13 months (current month and prior 12 months).
Client Analysis statements (CAS)	Available electronically one calendar day after the previous month's statement data is generated† and for up to 13 months (current month and prior 12 months). With our interactive statement, you can select individual or multiple items to trend up to 13 months of analysis history.
Deposit Adjustment Notices (DAN)	Available for up to 180 days after the adjustment is processed.
Stop Payment notices	Available for 30 days after the stop payment is processed.
Stop Renewal notices	Available for 30 days after the renewal is processed.
Time Deposit advices	The ten most recent advices generated for an account are available.
Legal disclosures	Available until the expiration date (included with your statements).

* Statement availability varies by account type and services used.

† The billing period closes on the last calendar day of the month. Our system consolidates the monthly activity in five business days and generates the client analysis statement on the next calendar day, per our service levels. Statements are available in PDF, CSV, Excel, HTML, and ANSI X12 822 formats.

Cutoff information

Monthly statements are available online for the current month and the previous 12 months.

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The following table lists the mailing dates and online availability of statements and optional reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
Demand deposit account (DDA) statements	3 days	1 day
Full reconciliation statement (with or without positive pay)		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
Partial reconciliation statement (with positive pay)		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
Partial reconciliation statement (without positive pay)		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day

You can access ARP statements and ARP reports in PDF format through our online reporting service.

The College can access commercial checking statements and client analysis statements in PDF through our online statements and notices service.

40 Describe full reconciliation services, if available, based on the College's needs.

- Yes
- No

With our Account Reconciliation Plan (ARP) and automated reporting service, the College can quickly and efficiently reconcile your disbursement accounts with your internal accounting records. In addition, these services help you detect and reduce your exposure to check fraud.

Benefits

- Reduces accounting costs and increases productivity
- Improves cash control and provides faster, more accurate payables information
- Increases your audit control
- Minimizes your internal and external fraud losses

Full ARP

The College provides Wells Fargo with issued check information, and we reconcile your paid checks to your issued checks and send a detailed statement or electronic transmission of our reports.

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

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

Partial ARP

Wells Fargo provides the College with a complete summary of your account activity for the current statement cycle. You can also request a variety of optional reports, including paid checks, stop payments, and several others in various output formats. You can then use the statement or optional reports to reconcile your statement and identify any exceptions.

You can also receive an electronic file of paid checks daily, weekly, or monthly to upload into your reconciliation software.

Optional reporting

Our ARP services provide flexible reporting options for the College to choose. We offer 14 optional reports to help make your accounting process easier, as shown in the following table.

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

* Only available with Full ARP.

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

Sample reports

The following are samples of our most commonly requested optional reports, shown in PDF format.

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Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-01-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS	
ACCOUNT: XXXXXX2222		PAID CHECKS REPORT		PERIOD: 08-01-XX TO 08-31-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
XXXXXX1004		8-31-XX	20.00	INNR	
XXXXXX1005		8-31-XX	200.00	INNR	
XXXXXX1002	8-30-XX	8-31-XX	100.00		
XXXXXX1004	8-30-XX	8-31-XX	20.00		
XXXXXX1005	8-30-XX	8-31-XX	200.00		
XXXXXX1001		8-31-XX	10.00		
XXXXXX1002		8-31-XX	109.00	INNR	
XXXXXX1003		8-31-XX	1,000.00		
8			1,659.00	TOTAL	

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-15-XX PAGE 1					
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS					
ACCOUNT: XXXXXX2222		OUTSTANDING CHECKS REPORT		PERIOD: 0-00-XX TO 5-06-XX					
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-05-XX	100.00	0	
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-05-XX	1,000.00	0	
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-05-XX	20.00	0	
XXXXXX1001	5-03-XX	10.00	0		XXXXXX1005	5-05-XX	200.00	0	
XXXXXX1002	5-03-XX	100.00	0		XXXXXX1001	5-06-XX	10.00	0	PAYEE NAME 1
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-06-XX	100.00	0	PAYEE NAME 2
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-06-XX	1,000.00	0	PAYEE NAME 3
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-06-XX	20.00	0	PAYEE NAME 4
XXXXXX1001	5-05-XX	10.00	0		XXXXXX1005	5-06-XX	200.00	0	PAYEE NAME 5
18		5,210.00		TOTAL					

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 08-01-XX PAGE 1							
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS							
ACCOUNT: XXXXXX2222		STOP PAYMENTS REPORT		PERIOD: 08-28-XX TO 09-28-XX							
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
XXXXXX0521	9-08-XX	3-07-XX	592.84	STOP/I		XXXXXX1005	9-15-XX	3-14-XX	200.00	STOP/NI	
XXXXXX0378	9-11-XX	3-10-XX	273.37	STOP/I		XXXXXX1008	9-18-XX	3-17-XX	10.00	STOP/NI	
XXXXXX0726	9-13-XX	3-12-XX	668.96	STOP/R		XXXXXX1008	9-21-XX	8-20-XX	10.00	STOP/NI	
XXXXXX1003	9-15-XX	3-14-XX	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

VOIDS AND CANCELS

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-15-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		GLOBAL TREASURY MANAGEMENT (GTM) SERVICE 1-800-AT-WELLS	
ACCOUNT: XXXXXX2222		VOIDS AND CANCELS REPORT		PERIOD: 5-06-XX TO 5-06-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
XXXXXX001	5-03-XX	5-06-XX	10.00	CANCEL/I	
XXXXXX002	5-03-XX	5-06-XX	100.00	CANCEL/I	
XXXXXX003		5-06-XX	0.00	VOID	
1			0.00	TOTAL VOIDS	
2			110.00	TOTAL CANCELS/I	
0			0.00	TOTAL CANCELS/NI	

ARP optional reports are available by transmission or online. Through our online Treasury Information Reporting service, you can:

- Access your ARP statements and 14 off-cycle optional reports in PDF format
- Choose the data you want to see before you download your ARP statements and reports in CSV or Excel format

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- Perform a query of your ARP data and download the results in CSV or Excel format
- View a summary and details of your account reconciliation activity by date (including check issues, cancels, and voids), as well as stop payment requests, releases, and renewals in PDF format through our ARP File Posting Confirmation report

41 Can the bank restrict the College's ability to accept or send international checks and wires?

- Yes
- No

No. The College can continue to accept or send international checks and wires.

42 Describe all other routine banking services offered, including but not limited to, endorsement stamps, locking bags, coin wrappers, bulk coin deposit bags, currency straps, and night deposit service available at the main branch and each site. The cost, if any, for deposit services should be listed as an OPTIONAL item/cost.

Traditional depository services

You can choose from multiple channels to help make the process of depositing your cash and checks easier and more convenient. Strategic policies and procedures address safety, and we use security equipment to minimize risks to our customers.

Are branch depository services right for you?

the College is a good candidate for branch depository services, if you:

- Routinely deposit less than \$5,000 in cash per day
- Routinely deposit no more than 25 checks per day
- Are located near a Wells Fargo branch

Our network of more than 4,300 branches gives you extensive access to branches from coast to coast.



Depository options

Teller service

Our tellers count and verify deposits while you wait, providing immediate confirmation.

The College receives same-day ledger credit for both cash and check deposits. Cash deposits receive immediate availability. We make check deposit credits available the next business day nearly 100% of the time.

Coin and currency

In addition to making deposits, you can place coin and currency orders.

Post-verify service

During implementation, you may have the option to set up our Stagecoach Deposit® Post Verify service if you meet certain requirements.* When you present a deposit at a branch counter (in a secure plastic, tamper-evident, dual-pouch bag), the teller provides a receipt for the amount that you declare. **You won't need to wait for the teller to verify your deposit.** We carefully count and validate your deposit at the branch or at one of our cash vaults — after you leave — so that your staff can return to work more quickly. If there are any adjustments, we proactively communicate them by email.

* Please contact your treasury consultant to discuss eligibility requirements.

Night depository

Most of our full-service branches have a convenient night depository for commercial customers. After we set up accounts for the College, your authorized personnel receive access keys.

You make deposits in secure plastic, tamper-evident, dual-pouch bags. We process them at the branch and verify the cash later, either at the branch or at a nearby Wells Fargo cash vault. Audit controls help ensure that we count and verify your deposit accurately and inform you of adjustments in a timely manner.*

Once we process your deposit, you receive same-day credit for cash deposits. Check deposits receive next-day credit nearly 100% of the time.†

* We send notification of adjustments by email (or U.S. mail) within three business days of deposit date.

† You receive credit the next business day for check deposits made (through a night depository) after the business day deadline, on weekends, and on federal holidays.

Stagecoach Deposit® card

We are one of only a few banks that offers ATM access for commercial deposits, and we maintain more than 12,000 deposit-enabled ATMs across the U.S.

With our deposit card, you can make commercial deposits at Wells Fargo deposit-enabled ATMs and at branch teller lines.* ATMs are available 24 hours a day, seven days a week. The ATM calculates your deposit, verifies cash, images checks, and transfers check images for deposit.

At branch teller lines, swiping the card at the counter replaces the need to complete a deposit slip.

To keep the associated account secure and help protect it from fraud, this deposit card only permits deposits to a single account. The person submitting the deposit can't make withdrawals, transfers, or balance inquiries with the Stagecoach Deposit card. Thresholds apply to deposit volume. When you make deposits at a teller line, the teller scans and images the checks then confirms the deposit total.*,†

* Each legacy ATM deposit is limited to 30 items (checks, bills, or a mix of both). We're rolling out new Next Generation ATMs that can deposit 200 bills and five checks per deposit (cash and checks are deposited separately). There is no limit for deposits made inside a branch.

† With our Stagecoach Deposit Post Verify service, we verify cash deposits submitted after you leave the branch, saving you time.

The bank posts deposits made before 9:00 p.m. local time on the same business day. For flexibility to track deposit activity, we can assign cards by location or employee, and you can view deposits from our online banking platform.

Supplies

You can purchase deposit tickets and other supplies such as deposit bags, cash straps, and coin wraps through our supply order desk. Alternatively, you can purchase these supplies from your own supplier.

Cash vault service

To safeguard and simplify your deposits, an armored courier picks up your deposits and transports them to a cash vault location*. This transport means your staff will no longer carry cash to the bank, helping to reduce business and employee risk. the College can **make deposits at any cash vault in our nationwide network**.† You can consolidate numerous banking relationships, relying on our geographic coverage and common service platform to help simplify.

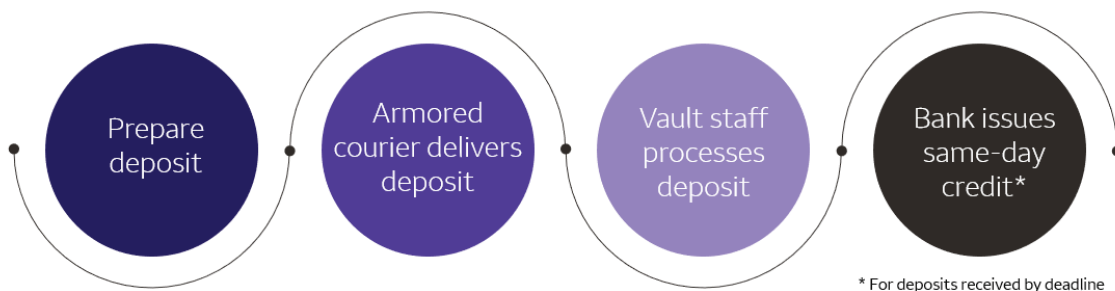
the College contracts with an armored courier of your choice (with bank approval). **You receive same-day credit** for deposits received by the deadline.

* the College is responsible for contracting with an armored courier for delivery of your deposits to the designated cash vault site. The contract is between you and your armored courier.

† Our extensive network includes approximately 95 vaults strategically located across the U.S.



How Cash Vault works



You can place coin and currency orders 24 hours a day, seven days a week using our online banking platform automated touchtone phone system, or direct file transmission service.

You can access details about your deposits, adjustments, and coin and currency orders online. Our comprehensive suite of cash vault reports includes:

- Cash Vault Activity Summary
- Deposit Activity
- Deposit Adjustment Activity
- Order Request
- Order Activity
- SafeVantage® Expedited Credit
- Envelope Activity Detail
- Counterfeit Note

43 Can the bank supply the College with two-part deposit slips to the College's specifications as to design, color, paper stock, and MICR encoding?

- Yes
- No

Yes. You can purchase deposit tickets to meet your specifications through our supply order desk or you can purchase from your own supplier.

44 Will the bank supply the College with checks for general and payroll bank accounts based on the College's specifications?

- Yes
- No

Yes. You can purchase blank or preprinted check stock to meet your specifications through our supply order desk or you can purchase from your own supplier.

45 Will the bank accommodate the need to get change funds upon request by phone and/or alternate methods from designated College personnel? Describe alternate methods.

- Yes
- No

Cash vault services

You can place change orders online, by touch-tone order service, through a standing order, by transmission, or through DTS Connex®. Your contracted armored courier delivers change orders from a Wells Fargo vault to your location. For cash vault services, we will work with you during implementation to review cash vault restrictions and help you to compare our suite of services to identify the best option for you.*

* Some services are available subject to applicable product eligibility.

Branch services

You can call your branch, 24 hours in advance, to place a change order. Depending on the settlement method that you choose, restrictions may apply for pickup. If you use a third-party courier for order pickup, then bank preapproval is required prior to initiating a relationship with the local branch.

Additional restrictions — relative to the size and frequency of change orders — vary depending on the branch's location. We will work with you during implementation to review any restrictions and identify the best option for you.

46 Can the bank accommodate pre-authorized outgoing wires? upon request of authorized College personnel and guarantee arrival in the same day for requests made before designated time? Describe process and propose best time available based on the College's needs.

- Yes
- No

Yes. The following table provides the opening and cutoff times in Eastern Standard Time by transfer type for same-day execution of initiated wires on U.S. accounts. The times apply for all wire initiation methods, including the internet, mobile service, file transmission, and telephone service.

Wire type	Opening time (ET)	Cutoff time (ET)
Fedwire	8:00 a.m.	6:15 p.m.
CHIPS	8:00 a.m.	5:00 p.m.
Drawdown request	8:00 a.m.	5:30 p.m.
SWIFT	8:00 a.m.	5:30 p.m.
Request for Funds Transfer (RFT)	8:00 a.m.	5:30 p.m.
U.S. Federal tax payments	8:00 a.m.	5:00 p.m.
Within Wells Fargo*	8:00 a.m.	8:00 p.m.

* Transactions within Wells Fargo are moving funds from one Wells Fargo account to another. You can originate these from all origination channels to all our available accounts.

47 Does the bank provide daily transfer notice(s) for funds transferred or wired to and from State of Florida agencies (monthly appropriations, State Board of Administration, etc.) and other accounts? Explain.

- Yes
- No

Yes. With our Alerts service, you can subscribe to receive time-critical information by email and text message, including incoming and outgoing wires. We proactively send you notifications to let you know when to take action. Alerts are a convenient way to be informed of important information and can help mitigate the effects of fraud.

Customizable

You select which alerts you receive and how you receive them. You can also choose the timing of your alerts to receive them:

- Immediately
- Once every hour

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- Once every two hours
- Once a day
- Twice a day

Convenient

You can receive alerts through email and text without signing on to our online banking platform.

Flexible

You can subscribe to receive alerts for only the events that meet your individual business needs, so you can manage your accounts more effectively.

Fraud mitigation

You can potentially help mitigate the effects of fraud and reduce future fraud by knowing when unusual activity occurs.

Versatile

You can choose from more than 600 alerts, available with and without subscription.

48 Describe ACH services for both debit and credit transactions based on the College's needs. Include the methods of transmission, proposed cut-off times, lead time required for new locations for direct deposits, including time for pre-notifications, pre-funding requirements with time requirements, and any security features related to processing direct deposits.

Transmission methods

Our methods for you to send and receive ACH files include internet-based file transfer and direct connection to the bank's mainframe.

Internet-based file transfers

You can send transmissions through our online banking platform. Using the bank's administration tool, the College can easily manage user access, renew digital certificates, reset automated user passwords, and request Pretty Good Privacy (PGP) encryption keys.

We support these standard secure transmission protocols, and each uses multifactor authentication and encryption:

- Applicability Statement 2 (AS2)*
- FTP over TLS (FTP/s)*
- Hypertext transfer over TLS (HTTPS)*
- SSH File Transfer (SFTP)*

* Security includes use of digital certificates.

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Options

To provide efficiency when moving data securely across the internet, you have two options:

- Automated user access: Schedule transfer sessions to connect automatically to send and receive files
- Outbound push: Automatically receive outbound files from the bank as they become available

Optional value-added services include, but are not limited to, virus scanning, email alerts warning that the bank cannot deliver a file because it fails a service check, and file encryption.

Direct connection (host-to-host)

If the College transmits a large volume (greater than 1 GB) on a regular basis, then Connect:Direct (NDM) with Secure+Proxy* can deliver secure data exchanges between the enterprises.

* IBM® Sterling Connect:Direct with Secure+ Proxy is proprietary software that is sometimes called by its original acronym, NDM (network data mover).

ACH file deadlines (Eastern Time)

Input method	Two-day settlement (day cycle)	Next-day settlement (night cycle)	Same-day book transfer (on us)*	Same-day settlement (transit)†
Direct origination	12:00 a.m.	9:00 p.m.	9:00 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
Consolidated payables file	8:30 p.m.	8:30 p.m.	8:30 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
Online	9:00 p.m.	9:00 p.m.	9:00 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
ACH API	8:00 p.m.	8:00 p.m.	8:30 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.

* Both the originating and receiving accounts must be Wells Fargo accounts. The \$1,000,000 transaction limit for Nacha's Same Day Rule does not apply to on-us transactions.

† Transactions for more than \$1,000,000 and international transactions (IAT) are not eligible for same-day settlement. Funds from incoming credits are available by 5:00 p.m. local time.

Lead times

The typical lead time to implement ACH direct origination services is approximately 13 business days for our most commonly used protocols and transmission delivery methods. Your implementation team will work with the College to determine the lead time based on your specific requirements.

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Critical factors that can impact implementation include:

- Size and scope of the implementation
- Customer engagement and responsiveness
- Selected transmission protocol and transfer method

While a prenotification* is an optional step for ACH credits, we recommend you submit one. If there are errors in routing, transit, or account numbers, then payments can reject or your payees may not receive their payments on time. By submitting a prenotification, you can be more confident that the receiving bank is able to process your payments correctly.

* Prenotifications are not available outside the U.S.

Security

Our transmission service supports multiple protocols to transfer files: HTTPS, FTPS, SFTP, and AS2. You can choose to use IP filtering to help ensure connections originate from an IP address specified for a user ID.

Encryption

All of our supported internet protocols require session-level encryption. The encryption type varies based on the transmission method you select. Our supported protocols use secure sockets layer (SSL) or secure shell (SSH) encryption to protect data in transit between the College and Wells Fargo. You can also add Pretty Good Privacy (PGP) for additional security. We do not require additional encryption at the file level.

Connect:Direct (NDM) transmissions require a Secure+ add-on, which encrypts the session with SSL. Two NDM options also require use of a Wells Fargo-provided encrypting router.

Authentication

We issue specific credentials to you that authenticate transmissions and grant access to our transmission facilities. When you transmit your files to us, we require certain credentials. If the credentials don't match what we are expecting, we will not allow you to send the file to us.

49 Describe process for handling discrepancies found in the College's deposits and if any counterfeit currency is included in the deposit. State options available to the College, if any, to set minimum thresholds for these notifications.

Discrepancies

We don't identify and adjust all discrepancies.

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

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If your account is a commercial deposit account or an analyzed business deposit account, then you may arrange for us to adjust all discrepancies identified during any verification without regard to our standard adjustment amount. Please contact your relationship manager, Stephen Lenehan, or local banker to make this request.

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

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

Reporting

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

Counterfeit currency

We treat counterfeit bills as deposit adjustments and make separate debit entries to your account when they are discovered. We provide the counterfeit bills to the Secret Service for further verification. If the bills are determined to be authentic, we will credit back your account.

Our procedures for reporting adjustments vary based on where we process the deposit.

Branch and night depository

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

Cash vault

You receive an adjustment notice by U.S. mail or secure email.

If you subscribe to our Counterfeit Note report*, you can view the report online. This report includes details such as denomination, faceplate number, back plate number, and serial number.

* Additional fees apply.

50 Can the bank provide College check-cashing services to non-account holders, regardless of dollar amount?

- Yes
- No

Yes. We will cash all checks drawn on the College's accounts without a charge to the payee, regardless of whether or not the payee is a Wells Fargo customer.

51 Propose fraud prevention tool(s) such as "Positive Pay" or "Controlled Disbursement" based on the College's needs and provide description of each proposed tool.

Positive Pay

We offer positive pay services that systematically compare checks presented for payment to the check issue information you provide to us. The bank makes the comparison to detect mismatched serial numbers and dollar amounts, which can be evidence of fraud. To stop fraudsters from passing legitimate checks with altered payee names, we offer an optional payee validation service. We pay payee matches. Through our fraud manager tool on our online banking platform, we provide images of payee mismatches for you to view and make decisions on unresolved exceptions to pay or return them.

ACH Fraud Filter

Our ACH Fraud Filter service helps protect your accounts by identifying potentially fraudulent transactions. You then review the transactions and decide what to return, stop, or allow. You can access our service and make pay or return decisions through our online banking platform and CEO Mobile® service.*

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



Convenient and customizable

With our service, you have the option to:

- Review and stop debits, credits, or all transactions
- Preauthorize which ACH transactions can post to your account without prior review
- Customize your preauthorizations by setting dollar thresholds, date ranges, and other criteria
- Receive all ACH payment information so you know who is attempting to send transactions to your account
- Set account limits and company ID limits
 - You can set account limits for each of your accounts and set a separate account limit for debits and credits. Any transaction that is less than your account limit will automatically bypass ACH Fraud Filter and post to your account.
 - If you want certain transactions to bypass the ACH Fraud Filter service and post to your account, you can preauthorize them by the Company ID that originated the transaction. Preauthorizations aren't stopped (for accounts with the Stop option) or flagged for review (for accounts with the Review option). When you set up a preauthorization for a specific company, it overrides the account limit.

You'll have 24 hours to make a return request. And since we filter the transactions for you based on your established criteria, we present only the ones we've identified as potential threats.



How it works

Review option: You decide what to return

3. **Review:** You preauthorize ACH transactions to post to your account. You can review and make decisions on all, just credit, or just debit transactions. You can further look at transactions that exceed a dollar amount, date range, or number of occurrences.
4. **Decision:** Through our online fraud manager tool, we notify you of any transactions that aren't preauthorized. You review those transactions and tell us whether you want them paid or returned.* When you tell us to return a transaction, we create a reversing adjustment and then return it as unauthorized. If you make a decision to pay a transaction, you can choose to preauthorize future transactions from that company ID so they post without requiring review.

* If you don't make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

Stop option: Automatically stop unauthorized transactions

With our stop option, we automatically return transactions that you didn't preauthorize.* You can request that we stop and return all:

- ACH transactions
- ACH transactions that exceed a predetermined dollar amount
- ACH credit or debit transactions only
- ACH credit or debit transactions outside a predetermined dollar range
- ACH credit or debit transactions outside a specified date range
- ACH credit or debit transactions that exceed a specified maximum number of occurrences

* Excludes transactions originated by internal Wells Fargo originators, such as Account Analysis fees and settlement entries, that you've authorized to the account.

Payment Authorization

With our payment authorization service, you can help prevent unauthorized transactions by placing limits on check cashing.



How it works

Many attempted fraudsters try to cash checks at the issuing bank. To protect your accounts, you set up any or all of the following fraud control options.

Fraud control options

1. Maximum over-the-counter amount*

You can establish the maximum dollar amount for non-check, over-the-counter activity at our branches (such as a change order request).

2. Maximum check amount†

With this option, you can limit the dollar amount of all checks drawn against your Wells Fargo account. This includes checks deposited to other Wells Fargo accounts, deposited at other financial institutions, and checks cashed at Wells Fargo locations. If you will not issue any checks from the account, you can choose to have this limit set to \$0.00 to prevent all checks from hard posting to the account. We will then return checks as “refer to maker.”

3. Maximum check cashing amount†

You can determine the maximum dollar amount paid in cash at our branches. If a payee presents a check over that dollar amount, our teller will not cash the check. However, the teller can accept the check as a deposit to the payee's Wells Fargo account.

4. Checks to individuals†

You can prevent the encashment of checks made payable to individuals at our branches. If an individual presents a check for encashment, our teller will not cash the check. However, the teller can accept the check as a deposit to the payee's Wells Fargo account.

* Available if the account has positive pay.

† Not available if the account has positive pay.

Account Validation services

Get real-time account ownership and account status screening functionality with our Account Validation services. We partner with Early Warning Services to help you reduce transaction fraud and returns associated with ACH, check, and wire transactions — **enhancing productivity, saving time, and preventing unnecessary losses**. At the same time, you can maintain a high level of customer service.



About our solutions

Our services use analytics, a large network of contributed intelligence, and cross-industry data from thousands of financial services organizations. With our Account Status, Account Ownership, and Account Verify services, the College receives advance notification of both low-risk and potentially high-risk transactions.

Our services work with payments received in the mail, over the telephone, through the internet, or in person, and they provide validation for both business and consumer accounts. To determine whether to accept a payment for processing, the College extracts and transmits information through an inquiry to Early Warning Services.

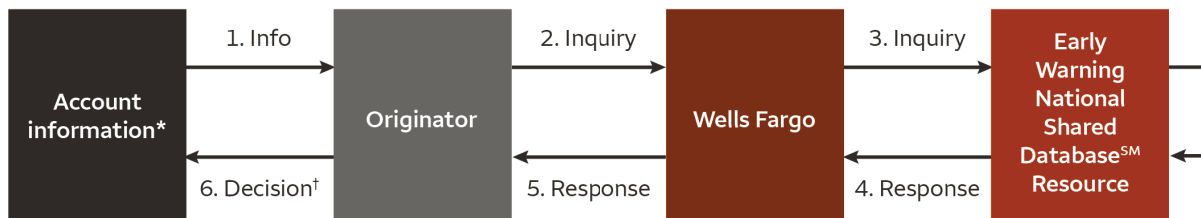
WELLS FARGO

The service then compares the inquiry against the National Shared DatabaseSM and provides a response. You receive results in real time. You can select one or all of these services:

Account Status	This service confirms whether a deposit account (checking or savings) is open and active, and if there is a risk of an ACH or check return. The Account Status service is best suited for your customer-initiated online payments and internal real-time systems such as those supporting call centers or stores.
Account Ownership	This service performs identity-to-account validation, including key owner elements such as name, address, Social Security number, and phone number. It supports enrollment for recurring ACH payments and screening of one-time ACH, wires, and check payments.
Account Verify	This service combines elements of both Account Status and Account Ownership services in a single, more streamlined inquiry. It allows you to send one inquiry instead of two to receive a real-time response. This service confirms whether a deposit account (checking or savings) is open or closed and validates key owner elements. It does not provide likelihood of a financial return.



How it works



Account Status:

Is the account open, in good standing, in nonsufficient funds (NSF) status and/or how likely is a return?

Account Ownership:

Confirm account owner and/or signature match.

Account Verify:

Confirm if the account is open and validate key owner elements without Fair Credit Reporting Act obligations.

* Account information is submitted by the person or party that wants to make or receive a payment. This could be a customer, consumer, vendor, employee, or counterparty.

† Decision will trigger an action such as pay, don't pay, use different payment information, call customer service, or need more information.

Inquiry submission types

Choose the type of submission that works best for your organization.

Inquiry type	Purpose	Submission channel
Real-time validation	This service lets you submit a real-time account inquiry. It returns a response in one second or less.	You submit the inquiry through the Wells Fargo Gateway application programming interface (API) channel.
Batch files	This service provides back-office support of your high-volume batch payments.	You send a file of inquiries directly to Early Warning Services through a Virtual Private Network or Dedicated Circuit (MLPS).
Graphical User Interface (GUI)	This service is a user interface for low-volume payments where the account status or account owner data is entered manually and an immediate response is desired. It is most applicable for walk-up bill payment windows or call center agents.	You send an inquiry to an Early Warning Services URL (web address).



Why Wells Fargo

Wells Fargo Gateway

By using the Well Fargo Gateway API channel, the College can improve operational efficiencies by integrating Account Validation services directly into your processes — at the exact time you need it.

To determine whether to accept a payment for processing — whether the payment occurs by mail, by telephone, over the internet, or in person — the College extracts and transmits information through an inquiry to the Wells Fargo Gateway. The service then compares the inquiry against the National Shared Database and provides a response back to you. You receive positive and negative results in near real time.

To protect your data, we encrypt it in transmission as it passes through.

Early Warning Services provides both positive and high-risk notifications on 95% of payment and deposit inquiries.

Extensive database

The service’s proprietary database contains information on 732 million checking and savings accounts,* including:

561 million accounts from participating banks, which are updated nightly after each posting cycle
97 million accounts that are drawn on non-participating banks and are risk-scored through check and ACH transactions experienced by the participating banks
585 million records on account owners and authorized users

Annually, the database receives information about:

11.1 billion check items for posting
53.2 million stop payments
47.2 billion ACH items

*Data provided by Early Warning Services. Last updated in February 2023.

52 Describe different fraud scenarios applicable to the College's operations and provide descriptive examples of how the bank would handle each scenario. At least one scenario should include when a student's check is cashed by someone else.

Fraud and fraud protections are a critical component of financial management. As your primary bank, Wells Fargo works closely and continuously with the College to protect your assets and protect the broader College community. If there is fraud, your relationship team and Wells Fargo’s fraud teams work diligently on your behalf. Each case is different and reviewed as such, for security reasons we cannot detail our procedures in our response. As we have done, we will meet with the College and review protections and processes to combat fraud and the recovery of losses, when possible, including scenarios where student’s checks are cashed by someone else.

53 Discuss the bank's cash vault processing services for cost effective processing of deposited cash.

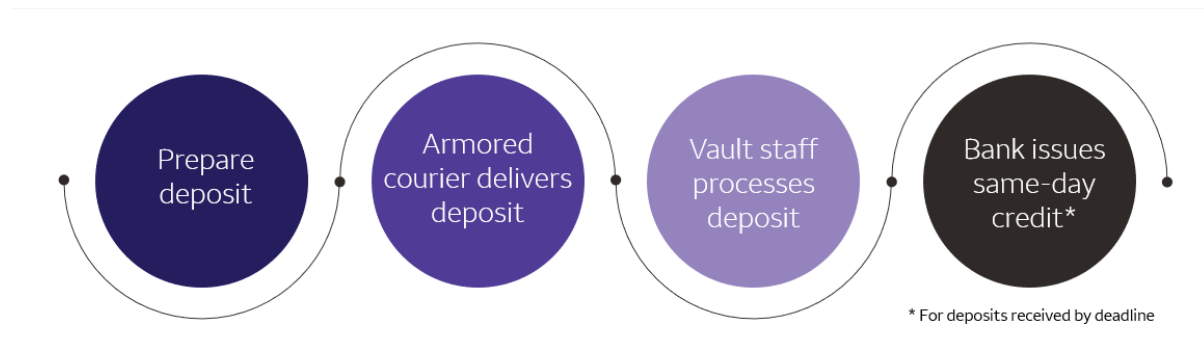
To help safeguard and simplify your deposits, an armored courier picks up your deposits and transports them to a cash vault location.* This transport means your staff will no longer carry cash to the bank, helping to reduce business and employee risk. The College can make deposits at any cash vault in our nationwide network.† You can consolidate numerous banking relationships, relying on our geographic coverage and common service platform to help simplify.

The College contracts with an armored courier of your choice with bank approval. You receive same-day credit for deposits received by the deadline.

* The College is responsible for contracting with an armored courier for delivery of your deposits to the designated cash vault site. The contract is between you and your armored courier.

† Our extensive network includes approximately 95 vaults strategically located across the U.S.

How it works



You can place coin and currency orders 24 hours a day, seven days a week — using our online banking platform, automated touchtone phone system, or direct file transmission service.

You can access details about your deposits, adjustments, and coin and currency orders online. Our comprehensive suite of cash vault reports includes:

- Cash Vault Activity Summary
- Deposit Activity
- Deposit Adjustment Activity
- Order Request
- Order Activity
- SafeVantage® Expedited Credit
- Envelope Activity Detail
- Counterfeit Note

54 Describe deposit reconciliation services based on the College's needs.

Deposit Location Reporting

To help you more easily reconcile your account, our Deposit Location Reporting service consolidates your deposit activity and identifies deposits, returned items, and deposit adjustments from various locations to one account. It's available with our Partial and Full Account Reconciliation Plan (ARP) services.



How it works

Our Deposit Location Reporting service sorts and subtotals deposits by location and includes the location name on your ARP statement and optional ARP reports. You can access the reports by electronic transmission, view them online and save them in PDF, download them in Excel or CSV formats, or receive paper reports.

Report options

Deposit Detail	Lists individual deposits, returned items, and adjustments for the statement period — subtotaling the credit, debit, and total activity for each location
Return Detail	Lists returned items — subtotaled by location — for the report period
Deposit Recap	Summarizes all deposit-related activity (credits and debits) by date and subtotals them by location for the report period
No Activity	Lists locations for which no activity posted during the statement cycle

Identifying your locations

The location identification depends on whether your deposit account uses our subaccounting solution or not.

Subaccounting

With subaccounting, each of your locations has a unique subaccount number linked to a single parent account. You provide your internal location codes and names that we associate with the subaccounts.

You use the subaccount numbers on deposit tickets and for electronic transactions, so we can easily identify and report nearly all transactions (such as deposits, returned items, adjustments, ACH debits and credits, and merchant transactions) for each location.

Encoded deposit tickets

Without subaccounting, you identify the location making the deposit in the deposit ticket's MICR line. You use numbers — up to 10 digits — in either the on-us auxiliary field or the serial number field. To organize deposit tickets by location, a portion of the 10 digits should be available for the serial number. We suggest using two to six digits for your location number with a maximum of 10 digits for the entire location and serial number.

Merchant / credit-debit card services (Attachment A, Section 2)

55 Describe the bank's merchant / credit-debit card services based on the College's needs.

Wells Fargo Payment Gateway

Our payment gateway service provides:

	A single source for multiple payment options
	Tools designed to help you reduce transaction risk and manage fraud*
	Reporting and reconciliation services

* Available as supplemental features. Additional fees apply.

The payment gateway service* is a cloud-based payment capture service that enables authorization and settlement of payments. You can process payments received from your website, over the phone, or through your mobile application.

* Standard gateway fees apply. Additional fees may apply for optional services.

Accept multiple payment types

You may potentially increase sales and customer satisfaction by accepting a variety of payment types. With our payment gateway, you can accept:

Card payments	Additional payment types
<ul style="list-style-type: none">• Major credit cards• Debit cards• Corporate and purchasing cards	<ul style="list-style-type: none">• Electronic check (eCheck) payments• Digital payment types<ul style="list-style-type: none">• Apple Pay®• Google Pay™• Samsung Pay• Visa Checkout®• PayPal Express

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Receive your funds as soon as the next business day

If your card transactions* and digital payments are processed through our gateway and settled by 12:00 a.m. Eastern Time, funds can be available in your Wells Fargo commercial deposit account as soon as the next business day.¹

For eCheck transactions, you can choose a cutoff time of 5:00 p.m. Eastern Time or 8:00 p.m. Eastern Time for next business day funding to your Wells Fargo commercial deposit account.^{2,3}

1. U.S. dollar Visa®, Mastercard®, and Discover card transactions only. American Express® transactions settle in one to three business days depending on your contract with American Express.
2. Merchant Services are provided by Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A.
Wells Fargo Merchant Services L.L.C. does not offer deposit products, and its services are not guaranteed or insured by the FDIC or any other governmental agency. When you use a Wells Fargo Bank deposit account for settlement or other Merchant Services purposes, you must use a Wells Fargo Bank commercial deposit account. Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Merchant Services are subject to application, credit review of the business and its owners, and approval.
3. You choose the cutoff when we implement your service.

Fully integrate ACH payments

With the eCheck feature, you can accept a customer's bank account information online or over the phone, then process the payment as an ACH transaction.*

* Additional fees apply for this service.

Use of our ACH service is subject to thorough credit analysis and requires use of a Wells Fargo commercial deposit account. In addition, you must secure authorization from consumers to debit their accounts.

The service supports:

WEB	Single and recurring consumer debits initiated through the internet
TEL	Single consumer debits initiated over the phone
CCD	Commercial debit and credit entries
PPD	Consumer credits and debits authorized by a signature

If you choose to accept ACH payments, you can use an optional service that automatically checks for proper transit and routing numbers, as well as proper account structure.

Expand sales with global card processing

When you use our payment gateway, you may have the potential to expand sales internationally and manage the risk and complexity of global export regulations and tax requirements.

Convert receivables to U.S. dollars

You can accept Visa, Mastercard, and American Express payments in more than 130 currencies.* Our processor automatically converts your receivables at rates set by Visa and Mastercard, and we fund your Wells Fargo commercial deposit account in U.S. dollars. If you meet our cutoff times, funds will settle to your Wells Fargo commercial deposit account as soon as the next business day.[†]

* Visit www.wellsfargo.com/globalcurrencylist for a list of available currencies.

† Merchant Services are provided by Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A.

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Wells Fargo Merchant Services L.L.C. does not offer deposit products, and its services are not guaranteed or insured by the FDIC or any other governmental agency. When you use a Wells Fargo Bank deposit account for settlement or other Merchant Services purposes, you must use a Wells Fargo Bank commercial deposit account. Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Merchant Services are subject to application, credit review of the business and its owners, and approval.

Authorize, settle, and receive funds in multiple currencies

You can accept Visa and Mastercard transactions with funding to your accounts in local currencies. Funds will settle to your account within four business days.*

* For additional information, please refer to the Merchant Services Terms and Conditions, Operating Rules, and International Processing Addendum or regional agreement for the United Kingdom or European Union (if applicable).

A U.S. card processing relationship with Wells Fargo Merchant Services, L.L.C. is required. Presence in the processing region is necessary to take advantage of the best interchange rates. If you do not have a presence in the processing region, additional fees may apply.

To accept American Express transactions in currencies other than U.S. dollars, customers will contract directly with American Express. Reach out to your merchant services relationship manager, Steve DeSatnick, for more information.

Funding to non-U.S. dollar accounts at other institutions is by wire transfer. Actual funding times depend on the receiving institution making the funds available. You may be subject to the receiving intermediary institutions' wire funding fees.

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

Steve can provide additional information.

The following table lists the currencies available with this service.*

Available currencies for Visa and Mastercard

- Australian dollar
- British pound
- Canadian dollar
- Danish krone
- Euro
- Japanese yen
- Norwegian krone
- Swedish krona
- Swiss franc

* All currencies may not be available in all regions. Selection of currencies is limited in some regions.

Manage global tax calculation

Built-in functionality calculates sales, use, and value-added tax (VAT) in real time. You can calculate VAT in real time in more than 30 countries.

Adhere to export regulations

To help you meet export standards, the gateway service includes features designed to help you validate order data, review transaction history, and verify the purchaser's shipping, billing, and IP addresses.

Provide the transaction details your customers need

To potentially reduce service calls and chargebacks for card transactions, you can customize the descriptors that will appear on your customers' cardholder statements. This feature may make it easy for your customers to identify you as the merchant.

You can also provide the Level II and III data your commercial customers need when they pay with purchasing cards or corporate cards. This option helps your customers manage their purchasing activities, and it may help you optimize your interchange program.

Our payment gateway offers recurring billing to help you:

- Minimize the security risk of storing customer data
- Streamline processing of installment and recurring payments
- Control the timing of payments, reducing costs associated with late payments

You submit your customers' payment information to our payment gateway, and the system provides you with a masked card account number and a token that you'll use to initiate future payments. Our gateway and processing partners store your customers' sensitive information in their PCI-compliant data centers.

The service offers three billing options:

Installment

- Process a fixed number of payments at a fixed amount and frequency

Recurring subscription

- Process ongoing payments, at a fixed amount and frequency, for a service with no specific end-date

On-demand payments

- Process payments when you need to, using the masked card account number

Streamline payment processing with the virtual terminal

You can use the virtual terminal feature to help manage payments for your customers.

- Eliminate need for customer-facing website
- Manually process one-time payments or batch upload
- Process refunds and void transactions
- Set up and process recurring payments
- Process card and eCheck* payments received by phone or mail

* The eCheck feature supports WEB, TEL, PPD, and CCD transactions.

Transactions processed using the virtual terminal feature will be consolidated in the same reports as transactions processed using other features of our gateway.

Future enhancements

We're exploring ways to help enhance our payment gateway by adding comprehensive (stationary and mobile) EMV-compliant chip card transaction capabilities.* Your Wells Fargo relationship team will let you know when this feature becomes available.

* This is future functionality, which is subject to development, change, or cancelation. Wells Fargo makes no representation about when the functionality will go to market.

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So that you only need one solution for both eCommerce and in-person transactions, we're exploring adding EMV-compliant card-present point-of-sale capabilities to our payment gateway.*

* Anticipated rollout at end of 2023. This is future functionality, which is subject to change or cancellation. Wells Fargo cannot guarantee when the functionality will go to market.

Help secure payment data and manage fraud

Our payment gateway provides the College with features and options designed to help secure payment data and manage risk.

PCI compliance

PCI DSS compliance is important to your organization. Our gateway service is PCI compliant. Its payment tokenization technology, which replaces sensitive payment data with a unique identifier, lets you keep your customers' card data off your system. The data is stored at PCI-certified data centers.

Screening and verification

You'll benefit from screening and verification services including Address Verification System (AVS),* Card Verification Number (for example, CVV2 or CVC2), worldwide delivery address verification, and export compliance checks.

* Additional fees apply for this service.

Account takeover protection

Cyber risk can start when fraudsters attempt to take over customers' accounts. By monitoring account creation, device usage, and other nonpayment activity, our account takeover protection* service enables you to flag potentially fraudulent activity before it occurs. At the same time, it helps you streamline the user experience for returning and other genuine customers. You can set up rules for actions, such as account creation, login, or updates, as well as for acceptance, rejection, and requests for additional information.

* Standard gateway fees apply. Additional fees apply for this service.

Payer authentication

Our payment gateway's payer authentication service uses the 3-D Secure protocol, which supports security services, such as Visa Secure (formerly Verified by Visa), Mastercard Identity Check (formerly Mastercard SecureCode), and American Express SafeKey.* It's designed to help increase security by sending more than 130 data points to the card issuer. This allows the issuer to silently authenticate — without requiring cardholder interaction — for the majority of authentication decisions.

* Additional fees apply for this service.

It's designed to help you:

1. Improve card transaction security
2. Reduce chargeback handling costs related to unauthorized transactions
3. Streamline the dispute resolution process

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The payer authentication service's improved checkout experience reflects the trend towards in-app and mobile device payments. Importantly, merchants based in Europe will be able to use the service to help meet the European Union's Strong Customer Authentication (SCA) requirement from the revised Payment Services Directive (PSD2) for card-not-present payments.

Set rules for authentication

Our optional payer authentication feature* helps you minimize the impact of security protocols on consumer experience. With this feature, you set rules to identify transactions that should go through the authentication process. For example, you can require secure authentication only for high-risk transactions and international transactions but not request it for low-risk U.S. domestic transactions.

* Additional fees apply for this optional feature.

Online fraud management

You can use our online fraud management service* to help evaluate the risk of credit and debit card payments in real time. The service, used in conjunction with our payment gateway, allows you to automate decisions to accept or decline payments or to send them for manual review based on business rules you establish.

* Additional fees apply for this service.

An optional feature of the service lets you use up to 12 months of your transaction history to analyze what-if fraud strategies.* You can quantify the expected impact of one or more fraud screening strategies in real time, before implementing them, by understanding the likely changes to the transaction disposition and fraud rates.

* Additional fees apply for this optional feature.

The service calculates transaction risk data from the more than 68 billion transactions Visa processes annually. Using machine learning, the tool remains powerful by updating more than 260 validation tests, as it detects new fraud patterns.

Streamline reporting and reconciliation

You have access to reports that you can use to view or reconcile payments through all phases of the payment cycle, including chargebacks and returns. You can also search for transactions using a variety of criteria, including an order or reference number field that you define.

You can generate standard and custom reports in CSV or XML file formats and download them manually. In addition, you can schedule standard reports to download automatically to your computer through an API connection.

Standard reports include the following information:

	Summary of transactions, including authorizations and captures
	Currency and payment method used for payment transactions
	Amount and number of payment transactions by payment method and currency

Events related to certain types of payment transactions
Detailed information about payment and risk transactions

Integrate with existing systems

Interface with third-party applications

Many third-party applications, such as shopping cart, cashier, interactive voice response, enterprise resource planning (ERP), and other systems have interfaces that are compatible with our gateway service's core technical specifications.

Consolidate receivables for posting

You can receive a consolidated receivables file* that combines payments processed through our payment gateway with other payments received in your Wells Fargo account. You can use the file to post payments automatically to your ERP platform.

* Additional fees apply for this service.

Payment types for online origination	
<ul style="list-style-type: none">• ACH• Electronic bill presentment and payment• Foreign currency wires• Image cash letter• International letters of credit	<ul style="list-style-type: none">• Lockbox• Online bill payments• Real-time payments• Remote deposit• Wells Fargo Payment Gateway®• Wires

FD150 terminal

Accept payments conveniently with our FD150 standalone countertop terminal.*

* Devices available at additional cost.

Features

Intuitive touchscreen display
Integrated PIN-pad
EMV chip card reader
Mobile payment reader
Printer

Offer a variety of payment options

Card brands and types

You can accept the following card brands and types:

- Major credit card brands — Visa®, Mastercard®, American Express®, Discover, JCB, Diners Club, and Union Pay
- Signature and PIN debit cards
- Contactless cards
- Gift cards

The terminal supports purchasing card Level 1 and Level 2 data and allows tax prompting for all Visa and Mastercard commercial cards.

Mobile wallet payments

Your customers can choose to make mobile wallet payments. The terminal lets you accept:

-
- Apple Pay®
 - Google Pay
 - Samsung Pay
-

Electronic check transactions

You can accept check payments through the optional check and warranty service.*

* We do not support electronic check acceptance in a Mail Order Telephone Order (MOTO) environment.

Using a peripheral check reader, you can convert a paper check to an electronic check. When you scan the check, the warranty service verifies the account number against a database that includes people who have previously paid by check. The service then sends an approved or declined message.* Once the sale is complete, you return the paper check to your customer, so there's no need to store checks at your location.

* Declined checks are not converted electronically for deposit and are not covered by the warranty service.

The warranty service applies to checks written for amounts up to a maximum of \$25,000. Checks eligible for warranty are those that the warranty service has approved for acceptance and that meet warranty requirements for electronic acceptance.

Choose from flexible connection options

Transactions are typically approved in as little as four seconds when you use wired or Wi-Fi protocols.

- Broadband internet using a wired Ethernet supported with a DSL or cable modem
- Broadband internet using Wi-Fi 2.4 GHz supported with a wireless router

You can also opt to use an analog phone line for dial back-up.

Conveniently settle transactions

If you use terminal-initiated batch settlement, the terminal stores authorized transactions until a batch settles. It then sends settlement files to the processing system using the same connection method you used for authorization.

You can choose to send an unlimited number of batches per day. Each batch can include up to 450 transactions.

Help safeguard card data and prevent fraud

The PCI Council has certified the FD150 as a PCI PTS-approved device. The terminal provides security features to help protect you and your customers. The features include:

- EMV chip card acceptance
- Account number truncation and expiration date masking on receipts
- Transport Layer Security (TLS) 1.2 encryption

It also supports retail Address Verification Service (AVS),* which lets you enter the customer's zip code for verification. Additionally, if you accept card-not-present transactions, the terminal supports the following fraud prevention services:

- Card Verification Value 2 (CVV2)
- Card Validation Code 2 (CVC2)
- Card Identification Number (CID)

* Additional fees apply for this service.

Tokenization helps provide additional security

You can potentially minimize your PCI DSS compliance burden and help lower your risk of handling card data with our TransArmor®* service, which uses encryption and tokenization technology. This technology helps protect card data in transit and at rest and is designed to keep card data off your system.

TransArmor is an optional service that encrypts card data before it's transmitted for authorization and replaces the primary account number (PAN) with a randomly generated token number. This token is used for all post-authorization actions, including settlement and adjustments.

* Additional fees may apply.

Clover

Clover® is a cloud-based point-of-sale (POS) and business management system that uses integrated devices to help you simplify and centralize payment acceptance, customer engagement, and operations management.*

Its software platform lets you do more. It includes software that enables complex inventory and order management, and tighter integration between the front and back of house.

* Clover solutions made available through Wells Fargo Merchant Services, L.L.C. come with Clover Payments software that allows you to take payments through a web browser, mobile app, or your Clover device. The cost of this software is included in the monthly service fee Wells Fargo charges each month per account. Clover Station products will not work with the Clover Payments software alone, and require a more advanced software plan. Upgraded software plans, including those for Clover Station products, require an additional monthly fee per device, and will be billed directly from Clover. All your devices must use the same software plan. Availability of certain software plans, applications, or functionality may vary based on your selected Clover equipment, software, or industry. All fees are subject to change.

Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. do not provide, and are not responsible for, third-party software or applications, including those offered by Clover. Clover software, applications, and other third-party applications that may be available through Clover or in the App Market are subject to the terms and conditions of the developer and may include additional fees subject to change at any time. Software and App Market application fees are disclosed in the Clover App Market or your Clover dashboard and are in addition to the fees listed within your Agreement with us.

The Clover name and logo are trademarks owned by Clover Network, Inc., an affiliate of First Data Merchant Services LLC, and registered or used in the U.S. and many foreign countries.

Clover devices are subject to availability.

Choose from multiple devices

You can choose from multiple devices that include touch screen functionality, real-time reporting, and access to more than 500 business apps*. Clover's software works seamlessly across all devices and peripherals, so you have flexibility to move, as your business demands, beyond the counter, into the aisles, and on the go. You can use more than one Clover device type and still receive integrated reporting for your transactions.

* Clover devices are subject to availability. Additional fees apply for usage of Clover apps from the Clover App Market. Please refer to the Clover App Market terms and conditions for details.

Countertop devices

Countertop Station Solo

The Clover Station Solo provides a full-service integrated payment processing and business system at the POS. It includes pre-loaded software for ordering, discounts, inventory management, and customer information. You can customize the service with extras, such as a cash drawer, kitchen printer, or handheld scanner.* The device offers a merchant-facing interactive display, printer setup, and a cash drawer.



* The Clover Station Solo is ideal for merchants without customer-facing customers. Additional fees may apply for customizations. Please refer to the Appendix for pricing details.

The station uses a broadband internet connection for authorization. You can connect with a wired Ethernet supported with a DSL or cable modem, or using Wi-Fi supported with a wireless router. You can also use the included 4G LTE wireless connection.

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Countertop Station Duo

The Clover Station Duo is a countertop POS solution that provides a robust payment processing system along with various business management needs. The device offers a customer-facing interactive display with PIN entry capability, printer setup, and a cash drawer.

You can connect with a wired Ethernet supported with a DSL or cable modem, or using Wi-Fi supported with a wireless router. You can also use the included 4G LTE wireless connection.

Compact countertop device

The Clover Mini provides the power of an integrated POS solution in a compact device. You have the functionality to accept payments, print receipts, and manage your business all in one device. It saves space and provides convenience with a built-in chip card reader and printer. For expanded functionality, you can add a cash drawer or handheld scanner.*



* Additional fees may apply for customizations. Please refer to the Appendix for pricing details.

This small countertop device uses a broadband internet or mobile connection for authorization. You can connect with a wired Ethernet supported with a DSL or cable modem, or using Wi-Fi supported with a wireless router. You can also use the included 4G LTE wireless connection.

Completely portable mobile device



Clover Flex is a portable solution used to accept payments in line, at the counter, or on the go.

This device uses wireless internet or mobile capability for authorization. You can use Wi-Fi supported with a wireless router. You can also use the included 4G LTE wireless connection.*

* Clover Flex with 4G LTE connection is subject to availability.

Card reader paired to your mobile device

With Clover Go, you can use your mobile phone or tablet to accept payments wherever you do business. You download an app to your iOS or Android device. Then, with the use of one card reader, cardholders can dip or tap to pay. The card reader, which connects using Bluetooth, is EMV chip card enabled. The service can capture signatures for card transactions. In addition, you can record cash and check transactions for reporting purposes.



You connect using your device's cellular data plan or Wi-Fi supported with a wireless router or hotspot.

Security and fraud protection tools

With all devices, encryption and tokenization help protect card data, while EMV chip card technology helps prevent in-person fraudulent transactions.

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To help potentially reduce your PCI compliance scope, you can configure the Clover Station Solo, Clover Station Duo, Clover Mini, and Clover Flex devices to provide point-to-point encryption (P2PE) and PCI P2PE-certification at no additional cost.*

* Because Clover Go uses a Bluetooth card reader linked to your own mobile device, the solution cannot be PCI P2PE-certified and you cannot accept PIN-debit transactions.

Customize the service with the apps you need

The Clover App Marketplace offers more than 500 apps and is continually growing.* This helps you customize the software to meet your business needs. You can tailor the service to include apps for managing inventory, employee scheduling and timecards, menus, sales tax management, and more.

* Additional fees apply for usage of Clover apps from the Clover App Market. Please refer to the Clover App Market terms and conditions for details.

eCommerce features

Extend online payment options to consumers through the Clover system's virtual terminal. Your customer provides you with payment card information that you key into the virtual terminal's hosted payment page. You can then submit information for a one-time payment or add the customer's email to store the card on file for future one-time and recurring card payments.

To request payments from your customers, you can use the virtual terminal's invoicing option. When you send an electronic invoice, your customer can click a button to access the hosted payment page. After entering card payment information and successfully submitting the payment, your customer receives an emailed receipt. Invoice information is available to you through Clover's reporting tools.

Accept a variety of payment types

You can potentially help increase sales and customer satisfaction by accepting a variety of payment types, including:

- Credit and signature-debit transactions
- PIN-debit transactions^{1,2}
- EBT cash benefit cards²
- Gift cards^{2,3}
- Mobile payments — Apple Pay, Google Pay, and Samsung Pay^{2,4}
- Checks³

1. PIN-debit transactions are available with the Clover Station Duo, Clover Mini, and Clover Flex devices.

2. Not available with Clover Station Solo and Clover Go.

3. Not available with Clover Go.

4. Mobile payment products are trademarked by their respective owners.

Apple, the Apple logo, Apple Pay, Apple Watch, Face ID, iPad, iPad Pro, iPhone, iTunes, Mac, Safari, and Touch ID are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Wallet is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

Android, Chrome, Google Pay, Google Pixel, Google Play, Wear OS by Google, and the Google Logo are trademarks of Google LLC.

Samsung, Samsung Pay, Galaxy S (and other device names) and Samsung Knox are trademarks or registered trademarks of Samsung Electronics Co., Ltd.

Receive fast funds availability

If you deposit into a Wells Fargo commercial deposit account for settlement, you'll typically receive funds as soon as the next business day* for Visa®, Mastercard®, and Discover Network transactions received before the established cutoff time of 2:00 a.m. Eastern.

If you settle transactions for these cards to another financial institution, your funds are typically available in two business days.†

Funds availability for American Express® transactions depends on the College's contractual arrangements with the card issuer.

* Merchant Services are provided by Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A.

Wells Fargo Merchant Services L.L.C. does not offer deposit products, and its services are not guaranteed or insured by the FDIC or any other governmental agency. When you use a Wells Fargo Bank deposit account for settlement or other Merchant Services purposes, you must use a Wells Fargo Bank commercial deposit account. Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Merchant Services are subject to application, credit review of the business and its owners, and approval.

† For ACH deposits, projected funding may vary. The actual time could be longer depending on the financial institution's status with the Federal Reserve.

56 Can the bank's point-of-sale equipment perform on-line authorizations, electronic transmittal of deposits to the College's primary account, receipt printing, check reading/imaging, and deposit detail printing?

- Yes
- No

Yes. As we do today, please see our answer to question 55 for details on our terminal capabilities.

57 If the College already owns point-of-sale equipment, providers and systems should be able to interface with existing hardware. Discuss whether or not the bank can use existing equipment, reprogram existing equipment, or replace existing equipment and associated costs, if any.

Acknowledged. As your current provider, we already interface with all the college owned point-of-sale terminals in place today.

Online banking / cash management system (Attachment A, Section 3)

58 Provide a detailed description, capacity, and flexibility of the cash management information system which will be made available based on the College's needs. Include a complete breakdown of any additional facilities required on the College's part, if applicable.

Wells Fargo Vantage

Transforming your online experience

Wells Fargo Vantage is our integrated, intuitive platform to help modernize your banking experience. We are committed to bring your banking experience forward by driving tools and solutions that are intuitive — and in sync — with where technology and innovation are heading.

As we bring Vantage to you, we are continually listening to your needs and improving your experience so that we can continue to expand functionality and derive data-focused customization across your daily financial touchpoints.



Vantage can help you:

Streamline how you bank

Access a modernized homepage with simple workflows for completing banking tasks easily and quickly.

Easily identify when to take action

Vantage showcases tasks and recent actions front and center, helping you focus on your priorities.

View cash and loan balances at a glance

Easily view cash and loan balances and details on the homepage. You can also advance funds and pay down loans through Lending Management.

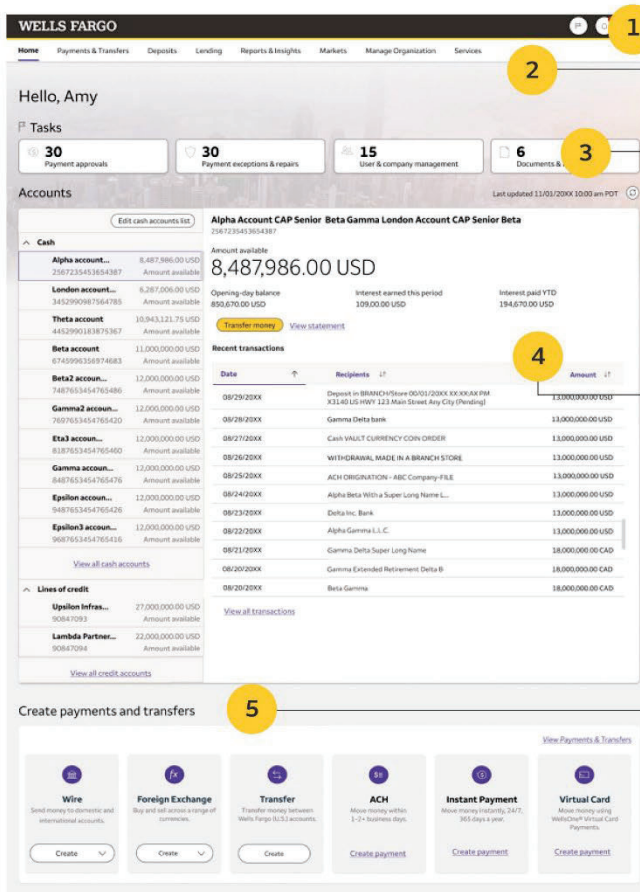
Initiate transactions with fewer steps

Quick action icons let you initiate money movement in a simple and efficient way, standardizing your experience and streamlining workflows.



Features and capabilities

Our reimagined online banking experience includes a new look and feel with graphite branding, widgets and dashboards, and easy access to tutorials. It also provides a consistent user experience with capabilities that include autofill, a progress tracker, and confirmation screens.



1. Header

- Access notifications and tasks and manage profile details anytime

2. Navigation

- Access your services through a horizontal navigation structure, grouped into categories

3. Tasks

- Tasks are upfront and center on the home screen

4. Accounts

- View cash account and loan account balances and details
- Easily transfer money between accounts
- Access statements

5. Create payments and transfers

- Access a consolidated view of your payments right from the home screen
- Initiate payments quickly and easily as soon as you sign on*

* Functionality currently available for free-form U.S. wires, templated foreign exchange transactions, and transfers through Basic Banking.

* This is future functionality and subject to development or change. Wells Fargo makes no representation about when the functionality will go to market.

Single sign-on for multiple services

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

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You can also consolidate your reporting and payment capabilities to obtain a complete view of your global cash position. The following table lists the services you can access.

Online services

Payments & Transfers

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

Deposits

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

Lending

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

Markets

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

Reports & Insights

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

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

Treasury Information Reporting
Trust Information Delivery†
Trust Portfolio Reporting†

Manage Organization

Administration
Documents & Requests

Services

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

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

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

Features and capabilities

With our online banking platform, you can:

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

59 Does the system permit authorized College personnel to have direct on-line computer access to account status information and for certain account activities?

- Yes
- No

Yes. Our Wells Fargo Vantage platform is a web-based system that can be accessed directly from a desktop computer, laptop, tablet or any mobile device. Our platform is available 24 hours a day, seven days a week, providing you single sign-on access to account information and a wide range of financial services.

60 Does the system include the necessary software applications to enable the College to establish a data link with the prospective provider network? Internet based solution strongly preferred.

- Yes
- No

Online technical requirements

Yes. Our online reporting service is internet based and operates within a web browser through our online banking platform. The system requires a web browser that supports 256-bit Secure Hash Algorithm (SHA) encryption. No proprietary software is required.

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

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

Systems requirements	
Supported operating systems	<ul style="list-style-type: none">• Windows 10• Windows 11• macOS 11.7.2 – Big Sur• macOS 12.6.2 – Monterey• macOS 13.1 – Ventura
Supported browsers	<ul style="list-style-type: none">• Google Chrome• Microsoft Edge• Mozilla Firefox (only on Windows)• Safari (only on Mac)
Browser plug-ins and settings	<ul style="list-style-type: none">• Adobe Reader 7 (for viewing reports)• Adobe Flash Player 7 (for viewing tutorials)• JavaScript-enabled• Session cookies-enabled• XHR-enabled
User level	<ul style="list-style-type: none">• Administrative rights to the computer where Autolink will be installed

* System requirements are subject to change and may vary among online applications. For the most current requirements, go to wellsfargo.com/ceosystemrequirements.

61 Is the system capable of sending and receiving data transmissions based on the College's needs?

- Yes
- No

Yes. As you do today, the College sends and receives multiple data transmission files for various reason, such as positive pay and ACH Origination.

62 Can the cash management information system interface with one or more auxiliary software packages (i.e. Microsoft Excel)? If so, describe software and process.

- Yes
- No

Interface options

Yes. the College can choose from multiple interface options.

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Autolink

You can automate the download of your Treasury Information Reporting reports for upload directly to your accounting, ERP, or treasury workstation systems.

Reports are available for download in BAI V2, CSV, Excel, and PDF formats.

Direct BAI file transfer

You can receive automatic file transmissions of your previous day and intraday account information directly to your accounting, ERP, or treasury workstation systems.

BAI V2 is the standard format for this service.

Application programming interface (API)

Our API solution allows you to connect directly to the bank to retrieve your account balances and transaction details, bypassing the need to sign on to banking systems and administer users within your company on our platform.

We build and test API functionality. In a sandbox, your developers use programming code from the Wells Fargo Gateway® API channel to design how your staff interacts with your back office systems, website, mobile apps, and customer portals. The Account Balance API and the Transaction Detail API use JSON rest format to allow you to query your accounts, as frequently as you like, to present information to your users from your internal systems or dashboards.

Consolidated receivables

You can use our consolidated receivables service to receive a simple electronic payment file for easy posting to your system. We format the file based on your preferences so that it can automatically update your accounting, ERP, or treasury workstation systems.

System interfaces

We have existing interfaces with a wide variety of accounting, ERP, and treasury workstation systems, including, but not limited to, PeopleSoft, SAP, Oracle, JD Edwards, Integrity, Selkirk, SunGard, and XRT-Cerg. Integration with our system does not require any type of software installation on your system of record; it is accomplished through data file exchange between the College and us.

Existing interface

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

63 Provide detailed description of the system being proposed, including, but not limited to the software requirements and the system support provided by the proposer.

Online technical requirements

As your current bank provider, Wells Fargo is already integrated with the College's systems and file transmissions.

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While we don't anticipate the need for IT resources for continued operations, our online reporting service is internet based and operates within a web browser through our online banking platform. The system requires a web browser that supports 256-bit Secure Hash Algorithm (SHA) encryption. No proprietary software is required.

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

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

Systems requirements	
Supported operating systems	<ul style="list-style-type: none">• Windows 10• Windows 11• macOS 11.7.2 – Big Sur• macOS 12.6.2 – Monterey• macOS 13.1 – Ventura
Supported browsers	<ul style="list-style-type: none">• Google Chrome• Microsoft Edge• Mozilla Firefox (only on Windows)• Safari (only on Mac)
Browser plug-ins and settings	<ul style="list-style-type: none">• Adobe Reader 7 (for viewing reports)• Adobe Flash Player 7 (for viewing tutorials)• JavaScript-enabled• Session cookies-enabled• XHR-enabled
User level	<ul style="list-style-type: none">• Administrative rights to the computer where Autolink will be installed

* System requirements are subject to change and may vary among online applications. For the most current requirements, go to wellsfargo.com/ceosystemrequirements.

Transmission technical requirements

Our Direct BAI file transfer and consolidated receivables services do not require any bank-supplied software.

64 Provide examples of the standard reports generated by the cash management system based on the College's needs.

Please refer to Tab B of the Appendix for our sample reports.

65 Describe available options regarding the modification of the proposed standard reports.

The College has the option to configure reports for one-time use and save configured reports for reuse. Users can save up to 100 customized reports and edit them at any time. You can share up to 200 reports at the company level, and each user can share up to 50 reports. To save time, you can share reports among similarly authorized users.

66 Discuss the systems ability to make memo posting/activity detail available as it relates to same day wire activity, check screening, etc.

The College can access current day information through our online reporting and mobile services and by transmission.

Online and mobile information reporting

Our current day reporting includes balance information and the following transaction types:

- ACH debits and credits
- Cash letter deposits with availability
- Controlled disbursement summary and detail
- Incoming and outgoing domestic and international wire transfers
- Lockbox deposits with availability and detail
- Remote deposits with detail

We offer several additional intraday reports to the College, including those listed in the following table.

Intraday reports	With this report, you can:
ACH Origination	View ACH-originated transactions and confirm we received and processed them.
ACH Receive	View timely information for all received ACH transactions and other non-urgent payments that will post to your account at the end of the current day.
ACH Return/NOC	Get detailed information for all ACH transactions and other non-urgent payments, returned for any reason, as well as notification of change (NOC) information for items that processed successfully, but may require additional action.
Controlled Disbursement Detail	View check details and high order prefix groups for each of your controlled disbursement accounts.
Controlled Disbursement Summary	Helps you identify excess funds by offering a summary of the current day presentment and adjustment activity.
Deposit Detail	View your electronic deposits for the day, including the items in each deposit, and if they were processed as checks or converted to electronic transactions.
E-Box®	Review and post payments that originate through an online bill pay service. You can also view information needed to match payments to your accounts receivables.
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations from your trading partners in a comprehensive format.
Intraday Composite	Get a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.

Intraday reports	With this report, you can:
Intraday Position	View total balances across multiple accounts with summarized debit and credit information, which helps determine your intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	See detailed information about received lockbox payments from your customers. You can also view images from each deposit, including checks and remittance documents.
Wire Transfer Detail	Get complete details for all outgoing and incoming wire transfers, including: book transfers, domestic U.S. wires, and cross-border wires.

Transmission

You can receive current day BAI, SWIFT, and ISO 20022 XML files at various times throughout the day based on the times you specify during implementation.

We provide full transaction detail on every transaction for easy identification and reconciliation.

67 Discuss any effects these alternatives would have on the system (i.e. timing of file downloads, method of downloading, attended, unattended).

We update current day (intraday) information multiple times throughout the day. The exact times vary depending on the specific transaction types and report. We report transactions and update the current ledger and available balances on a near real-time basis.

If there is a service interruption, we update the system as soon as possible, typically within 15 minutes, post updates to describe the problem, and provide expected system availability.

68 The proposing Financial Institutions’ merchant services must be compatible with the College’s online payment gateway Cybersource. Provide other online payment gateway companies your banking merchant service is compatible with.

As your current Merchant Services provider no additional testing or concern about compatibility is required. Our payment gateway partner, Cybersource, maintains integrations with many ISVs (independent software vendors). A variety of third-party applications — shopping carts, enterprise resource planning (ERP) solutions, and other systems — have interfaces that are compatible with our gateway’s core technical specifications.

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69 The proposing Financial Institutions' payment system and online banking must be compatible with the College's ERP System (Workday) and Student Information System (CID); to provide integrations and process our daily banking transactions.

Confirmed. As your current financial services provider Wells Fargo has already integrated several functions with the College's ERP and SIS systems. No additional testing, implementations or IT resources are required to continue processing your daily banking transactions. Instead, we can focus on supporting the current and future needs of the College.

Other banking services (Attachment A, Section 4)

70 Describe online stop payment process based on the College's needs.

Similar to today's practice, you have three options for issuing stop payments on checks, which we describe below. With the electronic methods, you can make stop payment requests 24 hours a day, seven days a week.

Online transaction search

Stop payments are effective immediately after you successfully initiate the request through our online Transaction Search service.

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. While you can place stop payments on a range of checks, we have a maximum of 50 stops that you can place at one time.

ARP issue file transmission

Stop payments are effective after you successfully initiate the request through our online fraud manager tool and the bank's systems process the file.

You can make a stop payment request as late as 11:00 p.m. Eastern Time and still receive same-day posting.

With a file transmission, you can include up to 1,500 entries per file.

Using the Add Check Issues option of our online fraud manager tool, you can upload as many files per day as needed. An imported file can include stop payments, new issues, cancels, and voids.

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid. If you need to place a stop payment on a range of checks, you should include each individual check number in the file.

Customer service

Global Treasury Management (GTM) Service representatives are available Monday through Friday from 7:00 a.m. to 9:00 p.m. Eastern Time and Saturday from 9:00 a.m. to 3:30 p.m. Eastern Time. Your dedicated client service officer, Kenny Brown, can provide assistance by phone to:

- Place a stop payment on a range of checks
- Place a stop payment on more than 50 checks at one time

Effective period

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online Transaction Search service, or you can choose to use our automated renewal option.

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The auto stop renewal option of our Stop Payment service extends the retention period for stop payments and provides greater flexibility for you to manage stop payments. This option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Pre-determine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

71 Describe online deposit on return items process for non-point of purchase returned checks based on the College's needs.

As you do today, you tell us whether you will follow our standard processing instructions or set up special instructions, as described in the following table.

Standard instructions	Special instructions*
Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system	Automatically redeposit all items (regardless of amount) returned for nonsufficient funds (NSF) or uncollected funds (UCF)
Post all returned items to the depository account in one lump sum per day	Redeposit all Wells Fargo items less than a predetermined dollar amount
Debit the depository account for chargebacks	Post separate debits for each returned item to the depository account*
Automatically redeposit non-Wells Fargo items of less than \$300 that are returned for NSF or UCF†	Mail physical items or additional copies of the debit advice to an alternate address*
	Charge back items to an account other than the depository account*
	Key additional data (such as maker name, phone number, and address) on the advice*

* Additional fees apply for some special instructions.

† We cannot redeposit items returned for any reason other than NSF or UCF.



Reporting options

Online reporting and images

Information reporting

With information reporting, you can reduce the time spent researching, recording, and collecting on checks returned unpaid. Our same day and previous day reports provide detailed information about your returned items; the HTML format of the report includes links to item images.

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

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Decisioning

You can begin your collection efforts on the same day we receive returned items. View your returned items beginning at 9:00 a.m. Eastern Time and change the default disposition (chargeback or redeposit) by 7:30 p.m. Eastern Time.

Notification

You receive an email notification when we process returned items or when items are available for decisioning. This email prompts you to sign on to our online banking platform to view the detailed returned item reports or to review and decision the returned items.

Images

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

Transmission reporting

Report type	Details
Data transmission	Receive a transmission file — including keyed data — for both returned checks and those converted to ACH transactions.
Image transmission	Receive a transmission of returned check images, associated index information, and detailed information through our Image File Import service. You can import these files into your internal or a third-party image archive. The files consist of an XML formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.



Optional service

Electronic returned items

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

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

72 Describe wire transfer process based on the College's needs.

Wire services

With our wire services, you can send and receive domestic and international wires and transfer funds between your accounts quickly, easily, and securely, as you currently do today with Wells Fargo.



Potential benefits of our wire services are:

Flexible

You can choose from several origination channels to initiate free-form or repetitive wires. You can keep track of wire reporting through our online banking platform and CEO Mobile® service, or you can receive reporting information by transmission or API integration.

Scalable

As you grow and your needs evolve, we can configure our systems to handle any increased volume.

Geographically dispersed

We have multiple, strategically dispersed wire processing sites across the nation to help ensure efficient data backup and recovery should a disruption occur.

Secure

You can use dual custody or our Secure Validation* service with validation codes that can help ensure security when initiating free-form wires or creating and maintaining wire templates.

* Single custody with Secure Validation provides a lower level of protection than dual custody.



How it works

We accept incoming wires and process outgoing wires. We describe both processes in the following sections.

Incoming wires

We accept wires and wire messaging from Wells Fargo accounts and the following networks:

- Federal Reserve
- Clearing House Interbank Payments System (CHIPS)
- Society for Worldwide Interbank Financial Telecommunication (SWIFT)

If we receive a wire with your valid account number before the processing cutoff time, we credit the funds to your account the same day.

Outgoing wires

We process outgoing wire transfers on a straight through basis according to your instructions. We manually review, correct, and verify a wire that does not pass our initial screening and that our system cannot correct automatically. If we cannot repair a wire, we return it.

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Our wire system confirms your available funds automatically and verifies that wires are not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals Blocked Persons list. If a wire meets these requirements, we release it.

73 Describe how bank will ensure the collateralization of College Funds in accordance with F.S. Chapter 280.

Wells Fargo Bank is currently the largest holder of public funds in the State of Florida.

Our public funds deposit collateralization program complies with all applicable statutes and regulations governing public funds deposits, including the pledge and perfection of collateral. Identifier codes — used on public funds accounts — trigger collateralization. We determine collateral needs based on the prior day's close of business deposit account balance. However, we can accommodate same-day collateral requests upon sufficient, advanced notification of an incoming deposit.

The Public Fund Database generates daily reports that allow us to monitor daily deposit balances, Federal Deposit Insurance Corporation (FDIC) amounts, and collateral requirements. We collateralize deposits by using securities that maximize the bank's liquidity while meeting all applicable collateralization requirements. Wells Fargo obtains market value from established third-party services. The collateral value is mark-to-market daily.

74 State all banking supplies to be provided to the College based on the College's needs.

As your current bank, the College can utilize the supplies you have, no need to replace. When you need to restock your supplies, you can purchase deposit tickets and other supplies such as deposit bags, cash straps, and coin wraps through our supply order desk. Alternatively, you can purchase these supplies from your own supplier.

75 Provide information regarding the bank's disaster recovery plan including specific plans related to serving the College in the event of a disaster.

Business continuity and resiliency

Recent history shows us that having a solid business continuity plan in place, no matter the cause of the disruption, is critical to business success. To manage disruption risk, Wells Fargo works in accordance with our Business Resiliency and Disaster Recovery Risk Management policy and procedures. To protect our customers and our company, we work to achieve our business goals and comply with laws, rules, regulations, and regulatory guidance.

We have formal teams dedicated to managing disruptions to our services, in addition to your dedicated relationship team. Our Enterprise Business Continuity Resiliency Planning office sets the standards for our organization. Each business, in conjunction with operational risk management partners, helps ensure preparedness and compliance at the organizational levels.

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Standard elements of our business continuity and resiliency programs include:

Annual plan review, testing, and maintenance
Identification of alternate strategies and recovery procedures
Identification of internal and external dependencies including regular review of third-party service providers
Identification of potential risks and controls for mitigation
Prioritization of business functions and technology
Procedures for communication with customers, suppliers, and essential staff
Recovery of technology and data

General program elements for our enterprise

Testing recoverability

We update and test our recovery procedures regularly, with the frequency and timing varying by business function or application. We exercise essential business recovery procedures and systems at least annually.

Critical functions

After a disruption, we prioritize restoring and maintaining normal service levels for our critical functions.

Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff or of third-party providers. We identify the main areas most commonly affected and then provide our general approach to each.

Data and operation centers

We've dispersed our data and operation centers strategically across multiple locations to minimize potential disruption within a specific geographic region.

We engage our technology teams quickly when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. We can shift processing to an alternate data center if we need to because we maintain redundant platforms for our critical services. All alternate sites have sufficient capacity to maintain processing for an extended period. In most situations, we can restore service at a primary data center for critical services within 12 hours.*

If a disruption occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

* This 0 – 12 hour goal does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

Program elements specific to treasury management

In addition to our enterprise program elements, we've incorporated the following elements into our business continuity resiliency plans for our treasury management services.

Communication

Notification methods to inform you of a service disruption include:

- Phone calls or emails from your client service officer, Kenny Brown
- Recorded messages from Global Treasury Management (GTM) Service advising the College about system issues when you contact us through our toll-free number
- System status alerts displayed on the homepage of our online banking platform

The method we use to communicate with you depends on the nature of a disruption.

If a disruption prevents you from accessing your information, Kenny can help. He has access to bank systems and can provide the account information, balances, and other data you need to continue operating.

Backup strategies for online channels

Online banking platform

If the online banking platform experiences a disruption, we use our backup environment. The backup environment is a duplicate of our online banking platform and is in a separate location from the primary site.

Mobile service

We have a backup environment for our mobile platform* in the event of a system outage. Our mobile service and online banking platform channels use different web addresses and user interfaces. This arrangement means that, depending on the nature and root cause of an outage, users may be able to access services through the mobile service if our online banking platform experiences a disruption.

Additionally, our mobile token feature allows users to use their mobile devices in place of physical tokens to access secure services. This access can be helpful in instances when a disaster event separates users from their physical tokens.

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

76 Discuss overdraft protection as related to the College's needs.

Similarly to how Wells Fargo currently supports the College, we take necessary precautions to avoid errors and delays in posting, including, but not limited to:

- Crediting all incoming wire and ACH transfers in near real time
- Updating your balance based on other account transactions
- Make best efforts to communicate as these needs arise

77 Discuss how Positive Pay transactions will be handled.

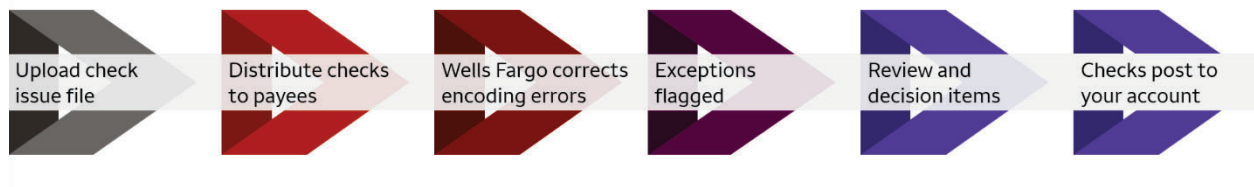
With positive pay and our optional payee validation service, we review checks presented at the teller line to discover unauthorized items early in the presentment process.



Same-day positive pay

Perfect Presentment®, our same-day positive pay service,* identifies all stop payment items and positive pay exceptions. We correct exceptions that are due to encoding errors before they post to your account. Subsequently, the daily funding totals that we report to you always match your posting totals.

* Requires use of our controlled disbursement service.



You can send your check issue information to Wells Fargo by transmission or through our online banking platform. When you use our online service, you can upload an Excel file or manually enter the check information.* We accept check issue information 24 hours a day, seven days a week. If we receive your check issue information prior to 11:00 p.m. Eastern Time, then we update your check issue information in our system that day. We can update your check issue information more than 50 times each day.

You can view exception images quickly and easily and then make pay or return decisions using our online banking platform or mobile service.†

* For current system requirements, see [wellsfargo.com/ceosystemrequirements](https://www.wellsfargo.com/ceosystemrequirements).

† Download the latest version of the CEO Mobile® app available for your device from the Apple App Store® or Google Play™ store.

78 Explain the bank's plan to ensure continuous service throughout the contract period.

Our continuity procedures consist of multiple strategies for each business, function, product, and service. If a disruption occurs, we attempt to restore and maintain normal service levels as soon as possible. Our core recovery procedures are consistent for a wide variety of system failures or disasters. However, components of our plan may vary based on the nature of an event. Below, we identify the areas most commonly affected and describe our general approach to each.

Critical functions

After a disruption, we prioritize restoring and maintaining normal service levels for our critical functions. We have teams on call 24 hours a day, seven days a week, ready to respond to disruptions. Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff.

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For example, we've dispersed our data and operation centers strategically across multiple locations to minimize potential disruption within a specific geographic region.

Data centers

We engage our technology teams quickly when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. If we need to shift processing to an alternate data center, we can because we maintain redundant platforms for our business critical services. All alternate sites have sufficient capacity to maintain processing for an extended period. In most situations, we can restore service at a primary data center for critical services within 12 hours.*

* This 0-12 hour goal does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

Operation centers

If a disruption occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

79 Describe how miscellaneous charges will be applied.

We include all pricing information in Tab A of the Appendix.

80 State whether the bank may provide special low, no fee, or other special term services to College employees, describe in detail.

We offer comprehensive online financial health tools and resources that you and your employees can access anytime. At wellsfargo.com/financial-health find financial guidance and tools to help support your financial well-being such as:

- **Healthy financial habits** — simple steps to get started on your journey to better financial health
- **Financial health toolkit** — tools and guidance to help manage finances, keep track of credit and debit, and explore borrowing options
- **Financial health guidance** — financial health articles to help you build your financial resiliency and prepare for the future

View a collection of videos through our [Wells Fargo YouTube channel](#) that give you access to expertise that can help you succeed financially. For example, you can find videos on the following topics:

- Setting financial goals
- Saving for retirement
- Buying a home

81 The “Red Flag’s Rule” requires many businesses and organizations to implement an Identity Theft Prevention Program, designed to detect the warning signs – or “red flags” of identity theft in their day-to-day operations. By identifying red flags in advance, businesses will be better equipped to spot suspicious patterns that may arise - and take steps to prevent a red flag from escalating into a costly episode of identity theft. Discuss the bank's identity theft program.

We regularly enhance our security measures to help keep your information and accounts secure.

How we protect you

- 24/7 fraud monitoring
- Encrypted banking sessions
- Restrictions on the use of outdated browsers with lower levels of security
- Automatic user sign-off after a period of inactivity on our online banking portal

Learn more about how we protect you at wellsfargo.com > Personal > Privacy, Cookies, Security, and Legal > Security Center > How We Protect You.

How you can protect the College, your employees and students

- Don't share information with a caller unless you initiated the communication.
- If you receive a suspicious email or text, don't select any links or open attachments.
- Create a unique Wells Fargo password for your portal sign-on.
- Keep your browsers and mobile apps up to date.
- Switch to paperless statements.

Learn more about you can protect yourself at wellsfargo.com > Personal > Privacy, Cookies, Security, and Legal > Security Center > How to Protect Yourself > Fraud Prevention and Cybersecurity Tips.

82 Discuss any effects these alternatives would have on the system (i.e. timing of file downloads, method of downloading, attended, unattended).

General program elements for our enterprise

Testing recoverability

We update and test our recovery procedures regularly, with the frequency and timing varying by business function or application. We exercise essential business recovery procedures and systems at least annually.

Critical functions

After a disruption, we prioritize restoring and maintaining normal service levels for our critical functions.

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Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff or of third-party providers. We identify the main areas most commonly affected and then provide our general approach to each.

Data and operation centers

We've dispersed our data and operation centers strategically across multiple locations to minimize potential disruption within a specific geographic region.

We engage our technology teams quickly when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. We can shift processing to an alternate data center if we need to because we maintain redundant platforms for our critical services. All alternate sites have sufficient capacity to maintain processing for an extended period. In most situations, we can restore service at a primary data center for critical services within 12 hours.*

If a disruption occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

* This 0–12 hour goal does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

83 Describe any other Optional and/or Value-Added Services the College may find useful.

As your long-term bank, we have partnered with you over the years to add and enhance your treasury service needs as the College has grown and expanded services to its students. Below are a few additional services that can bring value add around fraud prevention as well as electronic consolidation of your processes.

Wells Fargo looks forward to continuing our partnership, providing strategic technology offerings to optimize the College's ongoing needs.

Account Validation services

Get real-time account ownership and account status screening functionality with our Account Validation services. We partner with Early Warning Services to help you reduce transaction fraud and returns associated with ACH, check, and wire transactions — **enhancing productivity, saving time, and preventing unnecessary losses**. At the same time, you can maintain a high level of customer service.



About our solutions

Our services use analytics, a large network of contributed intelligence, and cross-industry data from thousands of financial services organizations. With our Account Status, Account Ownership, and Account Verify services, the College receives advance notification of both low-risk and potentially high-risk transactions.

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Our services work with payments received in the mail, over the telephone, through the internet, or in person, and they provide validation for both business and consumer accounts. To determine whether to accept a payment for processing, the College extracts and transmits information through an inquiry to Early Warning Services. The service then compares the inquiry against the National Shared DatabaseSM and provides a response. You receive results in real time. You can select one or all of these services:

Account Status	This service confirms whether a deposit account (checking or savings) is open and active, and if there is a risk of an ACH or check return. The Account Status service is best suited for your customer-initiated online payments and internal real-time systems such as those supporting call centers or stores.
Account Ownership	This service performs identity-to-account validation, including key owner elements such as name, address, Social Security number, and phone number. It supports enrollment for recurring ACH payments and screening of one-time ACH, wires, and check payments.
Account Verify	This service combines elements of both Account Status and Account Ownership services in a single, more streamlined inquiry. It allows you to send one inquiry instead of two to receive a real-time response. This service confirms whether a deposit account (checking or savings) is open or closed and validates key owner elements. It does not provide likelihood of a financial return.



How it works



Account Status:

Is the account open, in good standing, in nonsufficient funds (NSF) status and/or how likely is a return?

Account Ownership:

Confirm account owner and/or signature match.

Account Verify:

Confirm if the account is open and validate key owner elements without Fair Credit Reporting Act obligations.

* Account information is submitted by the person or party that wants to make or receive a payment. This could be a customer, consumer, vendor, employee, or counterparty.

† Decision will trigger an action such as pay, don't pay, use different payment information, call customer service, or need more information.

Inquiry submission types

Choose the type of submission that works best for your organization.

Inquiry type	Purpose	Submission channel
Real-time validation	This service lets you submit a real-time account inquiry. It returns a response in one second or less.	You submit the inquiry through the Wells Fargo Gateway application programming interface (API) channel.
Batch files	This service provides back-office support of your high-volume batch payments.	You send a file of inquiries directly to Early Warning Services through a Virtual Private Network or Dedicated Circuit (MLPS).
Graphical User Interface (GUI)	This service is a user interface for low-volume payments where the account status or account owner data is entered manually and an immediate response is desired. It is most applicable for walk-up bill payment windows or call center agents.	You send an inquiry to an Early Warning Services URL (web address).



Why Wells Fargo

Wells Fargo Gateway

By using the Well Fargo Gateway API channel, the College can improve operational efficiencies by integrating Account Validation services directly into your processes — at the exact time you need it.

To determine whether to accept a payment for processing — whether the payment occurs by mail, by telephone, over the internet, or in person — the College extracts and transmits information through an inquiry to the Wells Fargo Gateway. The service then compares the inquiry against the National Shared Database and provides a response back to you. You receive positive and negative results in near real time.

To protect your data, we encrypt it in transmission as it passes through.

Early Warning Services provides both positive and high-risk notifications on 95% of payment and deposit inquiries.

Extensive database

The service’s proprietary database contains information on 732 million checking and savings accounts,* including:

561 million accounts from participating banks, which are updated nightly after each posting cycle
97 million accounts that are drawn on non-participating banks and are risk-scored through check and ACH transactions experienced by the participating banks
585 million records on account owners and authorized users

Annually, the database receives information about:

11.1 billion check items for posting
53.2 million stop payments
47.2 billion ACH items

*Data provided by Early Warning Services. Last updated in February 2023.

One card, one workflow

Help maximize convenience, efficiency, and control with one card and one platform that handles your employee spending, travel, general procurement, accounts payable disbursements, and more. When you consolidate expenses into one program, the College gains access to comprehensive information for smart decision making. You have the potential to realize significant savings in time, transaction-processing costs, and internal resources required to support the program. A single-card platform integrates multiple processes and creates a solid foundation for future growth.

Additionally, you’ll gain an ally with more than 28 years of experience in the card industry and knowledge to help make your program successful.



Commercial card features and potential benefits

Accepted almost everywhere

We issue both Visa® and Mastercard®, with both platforms boasting millions of global acceptance locations.*† This coverage means your employees can make purchases almost everywhere cards are accepted. We’ll help you determine which issuer best meets your needs.

* Visa. 2021. “[Visa Annual Report 2021](#).” Visa > Investor Relations > Annual Reports & Meeting.

† Mastercard. November 10, 2021. “[Mastercard Investment Community Meeting](#).” Mastercard > Investor Relations > Events and Presentations.

Corporate liability: A best practice

Organizations typically choose a corporate liability program because it's designed to:

- Increase visibility of spending across the entire organization
- Decrease costs, losses, and risk
- Eliminate individual liability and unnecessary burdens on employees

Corporate liability also means that your earned revenue share doesn't depend on cardholder reconciliation — giving you the potential to earn more.

Online program management

For low IT burden and flexibility, manage your program through our expense management service, which offers self-administration functionality and customizable components. There is no need to install hardware or software on your system. Our service provides:

- Intuitive coding of common expenses
- Real-time online card management
- Comprehensive standard, custom, and ad hoc reports
- Customizable transaction fields
- Secure multi-level approvals

You can upload expense data from the application to most enterprise resource planning (ERP) and treasury workstation platforms, which eliminates any manual data entry to your general ledger.

Your employees can use our expense management service to:

- Review and approve transactions
- View and upload receipts
- Input cash expenses
- Reclassify line items to multiple cost centers

Handle tasks on the go

Employees can manage their expenses when away from their desks using our end-to-end mobile service.* Cardholders and approvers can complete almost all of their card-related activities using their mobile devices. For example, they can snap receipt images at the time of purchase, manage charges and expenses, approve transactions, and view available credit and declines.

* Functionality for our WellsOne® Expense Manager mobile application requires a WellsOne Commercial Card, use of our WellsOne Expense Manager service, and access to Wells Fargo VantageSM. Download the latest version of the application for your device from the Apple App Store® or Google Play™ store.

Tap to pay

There's no need for employees to swipe their cards to make purchases they simply tap it and go wherever they see the Contactless icon.

Digital business-to-business payments

Don't miss the potential time and cost savings of digital payments. With our Virtual Card Payments service, you can pay suppliers using unique virtual card numbers. Initiate a payment through our online application, by Application Programming Interface (API), or by file transmission. We produce a unique virtual card number and send it, along with transaction details, to your supplier in a secure email.

Use an electronic transaction detail file to close transactions within your accounting system. For added control and ease of reconciliation, you can additionally limit payments to an exact dollar amount or make the payment available for a limited time.

Help make it easier for suppliers to accept your payments

With our Straight Through Processing* solution, you can make it easier for your suppliers to do business with you.

Suppliers can arrange to receive your card payments in their bank accounts, instead of processing the payments themselves.

* We offer our Straight Through Processing solution as part of a relationship with Mastercard®, and in conjunction with our WellsOne® Virtual Card Payments service. Additional fees and restrictions apply.

Liability protection through Visa and Mastercard

Each commercial card program is eligible for a liability waiver offered through Visa and Mastercard up to \$100,000. This waiver can help protect your organization from certain employee misuse or other unauthorized charges.

One file for all payments

To help simplify your payables process even further, send us an electronic payment file directly from your treasury workstation, ERP, or accounts payable system. **You can consolidate multiple payment types — check, ACH, wire transfer, and virtual card transactions — in a single file.** Upon receipt of the file, we separate payments by type, process them accordingly, and send human-readable remittance information to the payee.

We help onboard your suppliers

Our experienced Supplier Analysis and Onboarding team can help strengthen your supplier trading partner relationships through a single program that covers both commercial card and ACH payments. We use proprietary analysis tools to analyze your supplier base and then create a customized strategy and targeted outreach campaign specific to your needs.



Security features

Alerts

We automatically send at least one cardholder a fraud alert by email when we identify a suspicious card transaction. The College can also enroll in text* alerts for cardholders.

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Recipients, once enrolled, can confirm whether transactions are fraudulent by simply responding to our texts. This response can help detect and prevent fraud almost instantly.

Additionally, the College can enroll in optional financial alerts. Financial alerts provide cardholders with real-time access to card transaction data and credit availability when a transaction occurs. Cardholders can receive an email, text, or both for the following types of transactions:

- Purchases with a dollar threshold
- Online purchases
- Available credit
- Declines

Up to ten contacts can receive alerts for a single card.

* Some states restrict employees' use of personal mobile devices for work purposes or otherwise impose obligations on employers. Before enrolling employees, please review applicable state laws related to the use of commercial cards and related services with your legal counsel to ensure compliance. Availability may be affected by mobile device coverage. Mobile carriers' message and data rates may apply.

Help protect yourself from fraud

It's important to have the best fraud protection for your cardholders and accounts. We use proprietary fraud mitigation technology, customized transaction monitoring, and convenient reconciliation tools to help keep your cardholders and accounts safe. Enhanced fraud alerts are just one of the capabilities we use to fight fraud.

Additionally, our commercial cards adhere to the rigorous security protections of the Visa and Mastercard networks.



Support

Full implementation support

We approach implementation as a partnership. We commit our full-time resources and experienced members of our commercial card team to guide the design, installation, and rollout of your program.

Dedicated account manager

We assign a dedicated account manager to new card programs to provide ongoing guidance and support. Your account manager meets with you regularly to track program statistics and measure them against your key goals. In addition to this benchmarking, your account manager updates you on industry developments and best practices that promote card use.

Around the clock support

We have two commercial card service centers within the U.S. dedicated exclusively to serving our commercial card customers.

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Our representatives assist with card maintenance services, such as reporting a card as lost or stolen and answering questions about cardholder transactions. the College can call our service team for support, 24 hours a day, seven days a week.

Appendix

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ATTACHMENT A2A - PRICE PROPOSAL FORM

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	UNIT PRICE
Account Reconciliation	10 0610	DDA12707	DEPOSIT LOCATION REPORTING - ITEM	\$0.0400
	20 0020	DDA12061	ARP MONTHLY BASE - PARTIAL	\$50.0000
	20 0201	DDA34337	CEO CHECK ISSUES-ITEM	\$0.0000
	20 0306	DDA12604	ARP OPTIONAL REPORTS	\$0.0000
	20 0306	DDA34350	CEO ARP STMT & RPTS MONTHLY BASE	\$0.0000
	20 0310	DDA12609	ARP PAPER STATEMENT/REPORT DELIVERY	\$0.0000
	20 0310	DDA12684	ARP PAPER STMT/REPORT MONTHLY BASE	\$0.0000
	20 9999	DDA12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	\$0.0000
ACH Fraud Filter	25 1050	DDA34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$10.0000
	25 1052	DDA34338	ACH CEO FRAUD FILTER STOP - ITEM	\$0.5000
ACH Origination	25 0000	DDA34377	ACH PAYMENTS BASE FEE	\$20.0000
	25 0000	DDAES280	ACH MONTHLY BASE	\$20.0000
	25 0102	DDAACH1D	ACH PAYMENTS FUTURE DATED ITEM	\$0.0300
	25 0102	DDAACHYD	ACH PAYMENTS SAME DAY ITEM	\$0.1500
	25 0102	DDAES211	ACH FUTURE DATED ITEM	\$0.0300
	25 0120	DDAES206	ACH ORIGINATED - ADDENDA REC	\$0.0000
	25 0302	DDA06502	ACH RETURN ITEM-ELECTRONIC	\$2.0000
	25 0302	DDA06505	ACH RETURN ADMIN -ELECTRONIC	\$2.0000
	25 0302	DDA06525	ACH NOC - ELECTRONIC	\$1.5000
	25 0400	DDA34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	\$5.0000
	25 0400	DDA34342	ACH CEO RETURN SUBSCRIPTION - ITEM	\$0.2500
	25 0500	DDAES803	ACH PAYMENTS ONLINE BATCH RELEASE	\$5.0000
	25 0501	DDAES801	ACH TRANSMISSION CHARGE	\$5.0000
	25 0703	DDA34330	ACH CEO SUBSCRIPTION - ACCOUNT	\$5.0000
	25 0703	DDA34332	ACH CEO SUBSCRIPTION - ITEM	\$0.0000
ACH Receive	25 0202	DDAES344	ACH RECEIVED ITEM	\$0.0000
	25 0220	DDAES349	ACH RECEIVED ADDENDA	\$0.0000
Branch Services	15 0500	DDA22810	WF CHK CASHED FOR NONACCT HOLDER	\$0.0000
Cash Vault	10 0100	DDA08173	CASH VAULT DEPOSIT	\$1.5000
	10 0199	DDA08290	CASH VAULT CURRENCY/COIN DEPOSITED	\$0.0004
Desktop Deposit/Electronic Check	01 0101	DDA15007	DESKTOP DEPOSIT-DEPOSIT CREDITED	\$0.5000
	10 0224	DDA706	DESKTOP DEPOSIT-DEPOSITED ITEM	\$0.0400
	40 0003	DDA15017	DESKTOP DEPOSIT MONTHLY BASE	\$30.0000
EDI Reporting	30 0010	DDA34240	CEO EDI PMT DETAIL SUBSC MO BASE	\$0.0000
Gen Acct Services Recoupment	00 0230	DDAIAMIB	RECOUPMENT MONTHLY IB	\$0.0000
General Account Services	01 0000	DDA22051	ACCT MAINTENANCE	\$10.0000
	01 0100	DDACK021	DEBITS POSTED	\$0.0600
	01 0410	DDACK030	CLIENT ANALYSIS STATEMENT-PAPER	\$0.0000
	25 0201	DDACK018	ELECTRONIC CREDITS POSTED	\$0.0700
General Disbursement Services	15 0100	DDA22202	DDA CHECKS PAID	\$0.0500
	15 0240	DDA22225	CHECK CASHING THRESHOLD MO BASE	\$0.0000
	15 0240	DDA22235	OTC DEBIT BLOCK MONTHLY BASE	\$0.0000

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	15 0240	DDA22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000
	15 0240	DDAMD091	PYMT AUTH MAX CHECK MTHLY BASE	\$20.0000
	15 0410	DDA12670	STOP PAYMENT - ONLINE	\$3.0000
Image Delivery	15 1352	DDA12812	CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.0000
	15 1352	DDA12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.0000
	40 0340	DDA27707	CEO SEARCH	\$0.0000
Incoming Wire Transfers	35 0300	DDAES030	WIRE IN TO USA ACCT-USA DOMESTIC	\$5.0000
	35 0310	DDAES076	WIRE IN XBDR USA ACCT-USD OR FX	\$7.0000
	35 0320	DDAES191	WIRE IN XBDR CORRESP BANK-USD/FX	\$7.0000
Information Reporting	40 0002	DDACS502	BAI MONTHLY BASE	\$50.0000
	40 0052	DDA34100	CEO PREV DAY REPORTING SUBSCRIPTION	\$15.0000
	40 0055	DDA34120	CEO INTRADAY REPORTING SUBSCRIPTION	\$15.0000
	40 0221	DDACS504	BAI TRANSACTIONS REPORTED	\$0.0700
	40 022Z	DDA34123	CEO ALERTS SERVICE - EMAIL	\$0.0000
	40 0271	DDA34115	CEO PREV DAY REPORTING ITEMS LOADED	\$0.0200
	40 0274	DDA34121	CEO INTRADAY REPORTING ITEMS RPTD	\$0.0200
	40 9999	DDA27588	INFOFAX RETURN MONTHLY BASE	\$0.0000
Merchant Payment Gateway	07 0223	DDA41910	PMT GATEWAY MONTHLY BASIC	\$15.0000
	07 0223	DDA41912	PMT GATEWAY CREDIT CARD TRANS	\$0.0650
MSC-TM	30 9999	DDAED370	PMGR TOTAL MTH POSTAGE AND HANDLING	Pass thru
Paper Checks Deposited	10 0225	DDA002	DEPOSITED CHECK	\$0.1000
Payment Manager	15 1860	DDA21532	PAYMENT MANAGER PACKAGE PREPARATION	\$4.0000
	30 0000	DDAED290	PAYMENT MANAGER MONTHLY BASE	\$250.0000
	30 0100	DDA28005	PAYMENT MGR INBOUND TRANSMISSION	\$10.0000
	30 0100	DDAED267	PAYMENT MANAGER DOMESTIC ACH TRAN	\$0.1000
	30 0221	DDA28231	PAYMENT MGR EMAIL SERVICE	\$0.0000
	30 9999	DDAED421	PAYMENT MGR NEXT DAY CHECK	\$0.5000
Positive Pay	15 0030	DDA12681	POSITIVE PAY ONLY MONTHLY BASE	\$25.0000
	15 0120	DDA12682	POSITIVE PAY ONLY - ITEM	\$0.0400
	15 0122	DDADS191	PAYEE VALIDATION STANDARD-ITEM	\$0.0350
	15 0222	DDA12505	POSITIVE PAY EXCEPTION CHECKS RETND	\$0.0000
	15 0310	DDA12903	POSITIVE PAY EXCEPTIONS - ITEM	\$0.0000
	15 0310	DDA12908	POS PAY CHECKS WITH NO ISSUE RECORD	\$0.0000
	15 0724	DDA34336	POSITIVE PAY EXCEPTION - CEO IMAGE	\$0.0000
Return Items	10 0400	DDACK061	RETURN ITEM - CHARGEBACK	\$3.0000
	10 0416	DDA34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$5.0000
	10 0416	DDACK062	CEO RETURN ITEM RETRIEVAL-IMAGE	\$1.0000
	10 0416	DDACK064	CEO RETURN ITEM SERVICE MTHLY BASE	\$0.0000
Subaccounting	01 0021	DDADS585	SUBACCOUNT MAINTENANCE	\$0.0000
Wire Origination and Reporting	35 0100	DDAES139	WIRE OUT DOMESTIC CEO/API	\$7.5000
	35 0113	DDAES147	WIRE OUT XBDR USD CEO/API	\$12.0000
	35 9999	DDA18032	WIRE OUT OUR CHG-USA ACCT	\$15.0000
	40 0003	DDA34205	WIRE TRANSFER REPORT BASE-CEO	\$0.0000

RFP-2023-008-OA - BANKING SERVICES
ATTACHMENT A2A - PRICE PROPOSAL FORM

	40 0274	DDA34207	WIRE TRANSFER RPRT PER ITEM-CEO	\$0.0000
Zero Balance Account (ZBA)	01 0021	DDADS001	ZERO BALANCE MONTHLY BASE	\$10.0000

ADDITIONAL LINE ITEMS NOT CAPTURED ABOVE

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	UNIT PRICE
Information Services	400274	34121	INFOFAX BASE PER ACCOUNT PER REPORT	\$100.0000
EDI Payment Services	30999	ED422	PAYMENT MGR ADDL PAGE CHECK	\$0.3000
Wire & Other Funds Transfer	350330	18030	WIRE IN REPAIR	\$4.0000
Depository Services	100501	8160	CASH VAULT DEP-ADJUSTMENT	\$8.0000
Depository Services	100199	8416	CASH VAULT CURRENCY FURNISHED	\$0.0006
General ACH Services	250102	ES216	ACH SAME DAY	\$0.1500
General ACH Services	250312	6507	ACH RETURN UNAUTHORIZED - ELECTRONIC	\$1.5000
Depository Services	100006	CK161	CASH DEPOSITED IN WF BRANCH	\$0.0060
Depository Services	100006	8052	BRANCH DEPOSIT	\$5.0000
Depository Services	100230	790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	\$15.0000

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Wells Fargo Bank, N.A. will pass through the Recoupment Fee line item, which is charged per \$1,000 of average ledger balances. This fee is being waived for the term of the contract.

Please note that we have not included pricing for the proposed new services at this time, in order to provide accurate pricing, it is necessary to have detailed discussions around each of these solutions.

Services utilized but not included in this pricing proposal will be negotiated separately. It is the responsibility of Broward College to review their monthly analysis statements and notify their Wells Fargo Representative of any discrepancies on a timely basis.

This document is a confidential pricing agreement between Wells Fargo Bank and the Client. Neither party has the right to share this information with any entity or entities outside of their organization, without the permission of the other party.

Wells Fargo Merchant Services, L.L.C. - ("WFMS") - Pricing Terms

Broward College / HQ # 174102500991

Proposal Date: 12/13/2023

Relationship Manager: Steve Desatnick

Assumptions

Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit and American Express® EDC)	\$36,576,307
Average Transaction Size	\$377
Number of Locations	27
Anticipated Interchange ¹¹ Levels	MOTO w/ AVS (CNP): 003 011/034/314 Retail: 001 009/023/310 Internet: 020 089/077/317
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	N/A
Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

Credit Card Processing Fees ¹

Interchange Plus the Following Fees:

0.12% On Gross Visa®, MasterCard®, Discover® Network Card and American Express Sales

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

\$0.15 Per PIN Debit Transaction (applies to completed and declined transactions)

EBT NOT ENTITLED

Applicable PIN Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable PIN Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

Applicable Fee Schedules:

Payment Networks Qualification Matrix <https://www.wellsfargo.com/interchangeplus>

Payment Networks Pass-Through Fees <https://www.wellsfargo.com/merchantpassthroughfees>

PIN Debit Networks Fee Schedule (if applicable) <https://www.wellsfargo.com/merchantdebitfees>

Merchant Statement Fee Description Glossary <https://www.wellsfargo.com/processingfeeglossary>

Dues, assessments and pass-through fees are disclosed in the schedules above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, as well as a glossary of fee descriptions that may appear on your merchant statement, please refer to the URLs above for more information. If you have questions or cannot access the schedules, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees in April and October, but this timing is subject to change. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

Other Processing Fees

Set-Up Fee	\$	-	per location
Monthly Minimum Processing Fee ⁹	\$	-	per month
Incoming Chargeback Fee ²	\$	15.00	per incoming chargeback
Incoming/Outgoing Exception Chargeback Fee ²	\$	15.00	per exception chargeback
Chargeback Fax / Mail Fee ¹²	\$	10.00	per Fax / Mail response
Monthly Service Fee (per location) (applies to any location utilizing an Internet Gateway purchased through WFMS)	\$	31.00	per month
Monthly Service Fee (per location)	\$	-	per month
Statement Billing Fee (Paper Statement) ⁷	\$	-	per month
Voice Authorization Fee	\$	0.75	per attempt
Annual Fee	\$	-	per location
Authorization/EDC Fee - Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) ³	\$	N/A	per attempt
Authorization/EDC Fee - American Express (Credit and Prepaid) ³	\$	N/A	per attempt
Electronic Address Verification Service Fee	\$	0.05	per attempt
Voice (Manual) Address Verification Fee	\$	2.00	per attempt
Annual Compliance Support Fee ⁵	\$	-	per location
PCI Compliance Service Program Fee ⁸	\$	-	per month, per location
Non-validation PCI Compliance Fee ⁸	\$	25.00	per month, per location
Foreign Handling Fee (on non-US issued Visa/MasterCard transactions/sales)	\$	0.00%	per transaction amount

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

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Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

Other Processing Fees Continued

American Express EDC and Discover EDC Authorization ⁶	\$	0.07 per attempt
American Express EDC and Discover EDC Capture	\$	0.03 per attempt
GeP Services Fee Visa/Mastercard (refunds, credits, returns and chargebacks are independent transactions)		1.00% per transaction
GeP Services Fee American Express (refunds, credits, returns and chargebacks are independent transactions)		0.00% per transaction
Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only	\$	75.00 per unit
Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only	\$	150.00 per unit
Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only	\$	75.00 per unit

- 1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.
- 2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit. A chargeback fee applies to all chargebacks processed by WFMS.
- 3) Authorization/EDC Fee applies to Visa and Discover Network Card credit authorizations, all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.
- 5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.
- 6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.
- 7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement through Business Track or the Clover Dashboard instead of receiving a paper copy by mail. Once enrolled online, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If online access is terminated by Client or as a result of at least 180 days of online inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. For information about online enrollment, please see Additional Services or contact Customer Service.
- 8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 3 and Level 4 Clients who utilize a card not present solution, a gateway or value added reseller (VAR). The program includes access to SecureTrust, a PCI compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://managepci.com>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.
- 9) If the total discount fee billed to the Client for Visa, MasterCard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.
- 11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.
- 12) If Client elects to respond to a Chargeback via fax or mail, a dispute fee will be assessed for each response submitted. Business Track Dispute Manager and Clover Disputes are available as an online option at no additional cost. If not already enrolled, Client can self-enroll by logging into BusinessTrack.com and accessing Dispute Manager or logging into their Clover Dashboard and choosing Clover Disputes.
- 15) The price for the Clover Flex and/or the Clover Mini device(s) includes Clover Payments software. Client may choose a more advanced version of Clover software at an additional monthly fee per device and/or account, which will be billed directly by Clover that is subject to change and will not appear on Client's WFMS statement.

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

Broward College / HQ # 174102500991

Proposal Date: 12/13/2023

Relationship Manager: Steve Desatnick

Assumptions

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MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	N/A
Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

17) The fees for Clover Go are charged by WFMS. Clover Hardware is not required to use Clover Go. If Client adds Clover Hardware and/or chooses to upgrade to a more advanced version of Clover software, Client will be billed an additional monthly fee per device and/or account by Clover directly that is subject to change and will not appear on Client's WFMS statement.

If Client has selected to accept TeleCheck Services, if applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

American Express may Chargeback without first sending an Inquiry any time a Cardmember disputes a charge for any reason other than actual or alleged fraud. If in any three (3) consecutive months, the monthly ratio of Chargebacks (less Chargeback Reversals) to gross Charges (less Credits) exceeds one percent (1%), then an Excessive Chargeback fee for in the amount of \$25 per Chargeback will be applied after the "excessive chargeback" threshold has been met.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 120 days from the proposal date stated above.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling, and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

By acknowledging these Pricing Terms, Client is expressly agreeing that WFMS may share all of Client's personally identifiable information (for example, postal and email addresses, tax identification numbers, names and social security numbers of the authorized signer on the Client's Agreement with WFMS, account information, etc.), as well as Client's American Express transaction information (for example, all information required by American Express evidencing charges or credits, including information obtained at the point of sale, information obtained or generated during authorization and settlement, and any chargeback or other fee information related to an American Express payment card transaction), with American Express. American Express may use and share this information to perform its responsibilities in connection with the American Express payment card acceptance services that Client receives under the Client's Agreement with WFMS. American Express may also use and share this information to promote the American Express Network, to perform analytics and create reports, and for any other lawful business purpose including to call Client or send Client communications or materials via direct mail, email, SMS, text or facsimile regarding American Express products, services and resources available to Client. Client consents and agrees to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) Client has provided. If Client has provided a fax number, Client consents and agrees to receiving fax communications from American Express. In connection with the foregoing, Client understands that the calls made or communications sent to Client by American Express may be subject to charges or fees by Client's telecommunications or other applicable service provider that are Client's responsibility to pay. If Client does not wish to receive marketing or other communications from American Express, or if Client wishes to discontinue accepting American Express payment cards, Client must contact WFMS at 1-800-451-5817 to disable Client's American Express acceptance services, and Client will no longer be permitted to accept American Express payment cards.

Initial Below

Principal Name 1 _____ **Principal Name 2** _____ **Principal Name 3** _____ **Principal Name 4** _____

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

Broward College / HQ # 174102500991

Proposal Date: 12/13/2023

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Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net Authorize.net VPOS WFPG
Pricing Option	Interchange + Rate

The Operating Rules include summaries of some of the key rules and regulations from the Card Payment Networks that merchants must adhere to in connection with their card acceptance practices. For example, they describe the process for submitting card transactions for payment, obtaining authorizations, responding to chargebacks and media retrieval requests, and other aspects of our services. Client is required to comply with these Operating Rules in addition to all other applicable payment network rules. **The Operating Rules also include additional terms and conditions applicable to Client's American Express Card Acceptance. By accepting American Express cards after the effective date of these Pricing Terms, Client is expressly agreeing that the terms and conditions of Client's agreement with WFMS, including the terms and conditions of the Operating Rules, also apply to Client's American Express acceptance.** To obtain the latest copy of the Operating Rules that includes updates from American Express, please download them from this website: www.wellsfargo.com/operatingrules. Client may also contact WFMS at 1-800-451-5817 to request a paper copy of the Operating Rules.

Additional Notes:

<u>MCC Code</u>	<u>MCC Description</u>
8043	OPTICIANS
8220	COLLEGES, UNIVERSITIES, PROFESSIONAL SCHOOLS, AND JUNIOR COLLEGES
8351	CHILD DAY CARE SERVICES

I ACKNOWLEDGE THAT I SIMULTANEOUSLY HERewith HAVE RECEIVED AND REVIEWED WELLS FARGO MERCHANT SERVICES TERMS AND CONDITIONS WFB1023c, OPERATING RULES AND CONFIRMATION PAGE AND AGREE TO THE TERMS THEREIN.

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Type	<u>Processing Solutions</u>	
	Financing Method	Total w/o TAX
FD150	Purchase	\$ 198.00
RP10	Purchase	\$ 144.00
Clover® Flex 3rd Gen ¹⁵	Purchase	\$ 493.00
Clover® Mini 3rd Gen ¹⁵	Purchase	\$ 573.00
Clover® Go 3rd Gen Reader ¹⁷	Purchase	\$ 112.00

*Prices and equipment availability are subject to change without notice.

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Signature Page Follows

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

Broward College / HQ # 174102500991

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Assumptions

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MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	N/A
Discover® Network Card Program	Yes
Communications Method	Frame/Internet & IPN
Gateway	Authorize.net
	Authorize.net VPOS
	WFPG
Pricing Option	Interchange + Rate

IRS Legal Filing Name _____

Principal Name: _____ Principal Name: _____

Title: _____ Title: _____

Signature _____ Signature _____

Date: _____ Date: _____

Principal Name: _____ Principal Name: _____

Title: _____ Title: _____

Signature _____ Signature _____

Date: _____ Date: _____

Wells Fargo Merchant Services, L.L.C., and Wells Fargo Bank, N.A. ("WFMS")

By: _____

Title: _____

Print Name: _____

Date: _____



04/16/20XX 03:13 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.

Express Balance Report
As of 04/15/20XX

Commercial Electronic Office®

Treasury Information Reporting

Note: Intraday information subject to change

Summary Section

Account Number	Account Name	Previous Day Balances		Intraday Balance	
		Closing Ledger Balance	Closing Collected Balance	Opening Available Balance	Current Available Balance
Account Balances for 073000228 WELLS FARGO BANK, N.A.					
12345	WIDGETS INC.	4,402,244.58	343,223.58	2,850,676.58	275,697.13
12344	ABC COMPANY	31,692.00	.00	190,510.68	206,010.68
Account Balances for 075911988 WELLS FARGO BANK, N.A.					
12333	SMITH ENTERPRISES	148,911.00	50,000.00	471,110.60	175,690.00

Account Section

Currency:USD

Bank: 073000228

Account: 12345

WELLS FARGO BANK, N.A.
Widgets Inc.

Closing Ledger Balance	4,402,244.58	Total Credits	4,417,474.21
Closing Collected Balance	343,223.58	Total Debits	5,716,852.49
Opening Available Balance	2,850,676.58	Total Number Credits	6
Current Available Balance	275,697.13	Total Number Debits	8

[Back To Top](#)

Currency:USD

Bank: 073000228

Account: 12344

WELLS FARGO BANK, N.A.
ABC COMPANY

Closing Ledger Balance	31,692.00	Total Credits	16,892.16
Closing Collected Balance	.00	Total Debits	1,392.16
Opening Available Balance	190,510.68	Total Number Credits	2
Current Available Balance	206,010.68	Total Number Debits	6

Sweep Activity

Sweep Ending Balance	175,610.84	Fund Yield	4.75%
Funds Pending Inv/Red	-1,392.16	SEC Yield (7-Day Average)	4.76%
Pending Investment Position	174,218.68	Dividends Paid	0.00
Shares Purchased (Credit)	16,452.00	Accrued Dividends Month-To-Date	360.10
Shares Redeemed (Debit)	.00	Dividends Year-To-Date	261.81
		LAST Month's Dividends	261.81

[Back To Top](#)

Currency:USD

Bank: 075911988

WELLS FARGO BANK, N.A.

Account: 12333

Closing Ledger Balance	148,911.00	Total Credits	325,273.50
Closing Collected Balance	50,000.00	Total Debits	317,981.50
Opening Available Balance	471,110.60	Total Number Credits	3
Current Available Balance	175,690.00	Total Number Debits	2

Sweep Activity

Sweep Ending Balance	617,497.14	Fund Yield	2.72%
Funds Pending Inv/Red	-265,870.54	SEC Yield (7-Day Average)	2.74%
Pending Investment Position	351,626.60	Dividends Paid	0.00
Shares Purchased (Credit)	62,067.38	Accrued Dividends Month-To-Date	124.96
Shares Redeemed (Debit)	.00	Dividends Year-To-Date	150.00
		LAST Month's Dividends	.00

Line of Credit Activity*Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreements.*

Previous Day Outstanding Balance	.00	New Outstanding Balance	.00
Unused Line Availability	2,800,000.00	New Unused Line Availability	2,800,000.00
Payment Today	.00	Obligation Number	000000000687
Advance Today	.00	Obligor	.00

[Back To Top](#)**Grand Total For Currency: USD**

Closing Ledger Balance	4,582,847.58	Total Credits	4,759,912.87
Closing Collected Balance	393,223.58	Total Debits	6,036,226.15
Opening Available Balance	3,512,297.86	Total Number Credits	11
Current Available Balance	657,397.81	Total Number Debits	16

Sweep Activity

Sweep Ending Balance	760,573.19	Fund Yield	N/A
Funds Pending Inv/Red	-267,262.70	SEC Yield (7-Day Average)	N/A
Pending Investment Position	525,845.28	Dividends Paid	0.00
Shares Purchased (Credit)	78,519.38	Accrued Dividends Month-To-Date	485.06
Shares Redeemed (Debit)	.00	Dividends Year-To-Date	411.81
		LAST Month's Dividends	261.81

--- END OF REPORT ---



01/14/20XX 12:34 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.
Month-to-Date Balance Report
From 01/01/20XX Through 01/08/20XX

Commercial Electronic Office®

Treasury Information Reporting

Balances may not reflect historical adjustment activity.

Currency: USD
Bank: 073000228
Account: 12345

WELLS FARGO BANK MINNESOTA, N.A.
WIDGETS INC.

Date	Closing Ledger Balance	Closing Collected Balance	One Day Float	Two+ Day Float	Daily Total Credits	Daily Total Debits
01/01	3,659,495.24	3,574,068.24	85,427.00	N/A	249,574,931.91	265,840,117.15
01/02	3,659,495.24	3,574,068.24	85,427.00	.00	----	----
01/03	3,659,495.24	3,574,068.24	85,427.00	.00	----	----
01/04	3,659,495.24	3,574,068.24	85,427.00	.00	----	----
01/05	8,690,976.16	6,467,765.16	1,792,478.00	430,733.00	326,041,597.51	321,010,116.59
01/06	4,102,419.27	3,649,687.27	431,158.00	21,574.00	366,082,304.63	370,670,861.52
01/07	11,250,656.53	11,105,244.53	145,283.00	129.00	245,563,732.40	238,415,495.14
01/08	10,128,913.89	10,068,055.89	60,858.00	N/A	175,086,572.71	176,208,315.35
Totals	48,810,946.81	45,587,025.81	2,771,485.00	452,436.00	1,362,349,139.16	1,372,144,905.75
Avg.	6,101,368.35	5,698,378.23	346,435.63	56,554.50	272,469,827.83	274,428,981.15

Currency: USD
Bank: 073000228
Account: 12344

WELLS FARGO BANK MINNESOTA, N.A.
ABC COMPANY

Date	Closing Ledger Balance	Closing Collected Balance	One Day Float	Two+ Day Float	Daily Total Credits	Daily Total Debits
01/01	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	16,763,264.27	13,897,379.91
01/02	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	----	----
01/03	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	----	----
01/04	11,960,912.20	3,345,566.20	8,597,275.00	18,071.00	----	----
01/05	4,801,956.65	738,598.65	1,952,571.00	2,110,787.00	11,835,037.98	18,993,993.53
01/06	5,448,448.73	837,200.73	3,098,154.00	1,513,094.00	7,332,955.78	6,686,463.70
01/07	6,151,443.69	893,787.69	2,409,447.00	2,848,209.00	4,869,743.22	4,166,748.26
01/08	5,525,189.31	169,922.31	5,343,932.00	11,335.00	15,057,549.50	15,683,803.88
Totals	69,770,687.18	16,021,774.18	47,193,204.00	6,555,709.00	55,858,550.75	59,428,389.28
Avg.	8,721,335.90	2,002,721.77	5,899,150.50	819,463.63	11,171,170.15	11,885,677.86

Grand Total for Currency: USD

01/01	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	266,338,196.18	279,737,497.06
01/02	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	----	----
01/03	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	----	----
01/04	15,620,407.44	6,919,634.44	8,682,702.00	18,071.00	----	----
01/05	13,492,932.81	7,206,363.81	3,745,049.00	2,541,520.00	337,876,635.49	340,004,110.12
01/06	9,550,868.00	4,486,888.00	3,529,312.00	1,534,668.00	373,415,260.41	377,357,325.22
01/07	17,402,100.22	11,999,032.22	2,554,730.00	2,848,338.00	250,433,475.62	242,582,243.40
01/08	15,654,103.20	10,237,978.20	5,404,790.00	11,335.00	190,144,122.21	191,892,119.23
Totals	118,581,633.99	61,608,799.99	49,964,689.00	7,008,145.00	1,418,207,689.91	1,431,573,295.03
Avg.	14,822,704.25	7,701,100.00	6,245,586.13	876,018.13	283,641,537.98	286,314,659.01

---- END OF REPORT ----



Intraday Composite Report

As of 10/17/20XX
CUSTOMER ID: ABCD1234
OPERATOR ID: DEMO123

WIDGETS, INC.
10/17/20XX 05:20 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD
Bank: 000000000
Account: 200050004(A)

WELLS FARGO BANK, N.A.
Widgets, Inc.

Balances

Opening Ledger Balance	35,546,807.65
Opening Available Balance	35,546,807.65
Current Ledger Balance	71,893,974.95
Current Available Balance	62,189,900.56
One Day Float	9,704,893.97
Two+ Day Float	00
Back Value Adjustment to Opening Ledger	00
Back Value Adjustment to Opening Available	00
Change in Available Balance Since Opening	26,642,792.91
Today's Credits	36,377,153.93
Today's Debits	29,986.63
Total Number Credits	42
Total Number Debits	32

Summaries

Type of Credit	Number of Items	Amount
Total ACH Concentration Credits	14	21,341,830.21
Total ACH Credits	14	389,046.12
Total Deposits	13	14,645,314.97
Total Wire Transfer Credits	1	962.63
Credit Totals	42	36,377,153.93

Type of Debit	Number of Items	Amount
Total Adjustment Debits	28	19,333.51
Total Miscellaneous Debits	1	519.58
Total Pre-Authorized ACH Debits	3	10,133.54
Debit Totals	32	29,986.63

Credit Transactions

10/17/2016	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 0021000000	Credit Amount: Bank Ref: 000000 009900038588 CK	117,141.55
10/17/2016	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 0020000000	Credit Amount: Bank Ref: 000000 009900038590 CK	79,520.48
10/17/2016	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 0022000000	Credit Amount: Bank Ref: 000000 0099000087405 CK	54,142.10
10/17/2016	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 0021000000	Credit Amount: Bank Ref: 000000 0099000087403 CK	36,252.88
10/17/2016	169 / MISCELLANEOUS ACH CREDIT Cust Ref: 0022000000	Credit Amount: Bank Ref: 000000 009900016432 CK	22,813.98
10/17/2016	301 / COMMERCIAL DEPOSIT Cust Ref: 0000000000 Float-Zero Day: 54,733.13 One Day: 274,038.36 Two+ Day: 0.00	Credit Amount: Bank Ref: 010000 002800000007 CK	328,771.49
COMMERCIAL DEPOSIT Total			4,926,365.45
Float-Zero Day: 921,012.62 One Day: 4,005,352.83 Two+ Day: 0.00			
10/17/2016	206 / BOOK TRANSFER CREDIT Cust Ref: COMPLETE Unique ID: RG000017140005 Wells Ref: 000017140005 00000300900000 ARBITA ITR VAR IRR & RT RRR CLIENT 000 PAYMENT CLEARING ACCOUNT 1000AR RAMP RD ES MOINES IA 00029-0001 WELLS FARGO BANK, NA SAN FRANCISCO, CA SW000000233 RFB=SW000000233 OBI =00090005 sending email with account and effective dates /FTR/BNF=D 000000200050004 Xxxx Xxx xx Xxxx Services BBI=00090005 Completed Timestamp 000017150007 (Time Released)	Credit Amount: Bank Ref:	962.63
Credit Total			36,377,153.93
Float-Zero Day: 26,672,259.96 One Day: 9,704,893.97 Two+ Day: 0.00			

Debit Transactions

10/17/2016	695 / DEPOSIT CORRECTION DEBIT Cust Ref: Deposit \$937,702.90 on 10/1300000000000000AJ0004A-0001400008	Debit Amount: Bank Ref: 000000 009910000000 TM	5,417.31
10/17/2016	695 / DEPOSIT CORRECTION DEBIT Cust Ref: Deposit \$937,702.90 on 10/1300000000000000AJ0004A-0001400005	Debit Amount: Bank Ref: 000000 000009520004 TM	150.00
DEPOSIT CORRECTION DEBIT Total			19,333.51
10/17/2016	455 / PREAUTHORIZED ACH DEBIT Cust Ref: 100040005400009 Unique ID: 0000090004200010002 COMPANY NAME: RRRRRFREE ENTRY DESC: REVERSIBLE RECIPIENT ID: 00000999000NEG RECIPIENT NAME BUSINESS CO COMPANY ID: 5555555555 ENTRY CLASS CODE: C0D DISCRETIONARY DATA: C1 TRANSACTION CODE: 27	Debit Amount: Bank Ref:	306.29
PREAUTHORIZED ACH DEBIT Total			10,133.54
Debit Total			29,986.63
Account Net Amount			36,347,167.30

Grand Total For Currency: USD

Balances

Opening Ledger Balance	54,459,199.98
Opening Available Balance	82,049,320.61
Current Ledger Balance	69,724,513.63
Current Available Balance	81,987,386.12
One Day Float	15,577,392.69
Two+ Day Float	10,887.89
Back Value Adjustment to Opening Ledger	00
Back Value Adjustment to Opening Available	00
Change in Available Balance Since Opening	-61,934.49
Today's Credits	253,694,083.29
Today's Debits	238,166,619.63
Total Number Credits	374
Total Number Debits	71

--- END OF REPORT ---



Intraday Position Report

As of 10/17/20XX
CUSTOMER ID: ABCD1234
OPERATOR ID: DEMO123

WIDGETS, INC.
10/17/20XX 05:22 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD

Accounts Selected:
Account: 200050004 - WIDGETS, INC.
Bank: 000000000 - WELLS FARGO BANK, N.A.
Account: 400000000 - WIDGETS INTERNATIONAL
Bank: 000000000 - WELLS FARGO BANK, N.A.
Account: 2000040000003 - Widgets, Inc.
Bank: 000000000 - WELLS FARGO BANK, N.A.

Position Summary Category	Count	Ledger Amount	Available Amount
Balances			
Opening Balance	6	54,459,199.98	82,049,320.61
Credits			
Total ACH Concentration Credits	269	177,526,211.84	177,526,211.84
Total ACH Credits	14	389,046.12	389,046.12
Total ATM Credits	15	225,751.02	2,800.00
Total Deposits	43	18,942,948.20	5,216,423.99
Total Investment Credits	1	287.40	287.40
Total Lockbox Credits	8	1,962,648.89	324,211.63
Total Wire Transfer Credits	25	54,647,189.73	54,647,189.73
Credits Subtotal	374	253,694,083.29	238,166,619.63
Debits			
Total Adjustment Debits	28	19,333.51	19,333.51
Total Controlled Disbursement Debits	3	902,483.37	902,483.37
Total Miscellaneous Debits	1	519.58	519.58
Total Pre-Authorized ACH Debits	34	60,481,528.45	60,481,528.45
Total Wire Transfer Debits	5	176,762,754.72	176,762,754.72
Debits Subtotal	71	238,166,619.63	238,166,619.63
Estimated Net Position			
		69,986,663.64	81,988,871.69
One Day Float	15,577,392.69	Back Value Adj. To Opening Available	.00
Two+ Day Float	10,887.89	Back Value Adj. To Opening Ledger	.00

--- END OF REPORT ---

Treasury Information Reporting

Return Item Detail reports

Save time and money related to collecting payments by putting returned item information at your fingertips

Each time you process a returned check, it costs you money. Don't wait an extra day or two for notification of returned items through the U.S. mail. Treasury Information Reporting Return Item Detail reports offer valuable information about checks that were deposited into your commercial checking account and returned unpaid by the maker's bank. Return Item Detail reports show why each item was returned, the original deposit date, and whether the item is being redeposited or charged back to your account, as well as direct links to images of your returned checks. Speedy identification of returned check customers also means reduced risk of potential losses, less time spent researching, and an earlier collection process.

Treasury Information Reporting for return items includes:

Previous Day Return Item Detail. View details of returns after they are charged to your account and see ACH return codes for items converted to accounts receivable conversion (ARC) through the *Smart Decision*® service.

Intraday Return Item Detail. Provides same-day access to details of returned items before your account is charged for the return.

Customizable Treasury Information Reporting options allow you to:

- View images of your returned checks online, days before you would typically receive notice in the mail.
- Clear bad check writer names from your database. The "settled items" section provides notification that redeposited items have been collected according to your parameters.
- Receive integrated reporting of paper and electronic returned items on a single report.
- View separate reporting sections for paper and various types of electronic returned items.
- Receive an Event Messaging notification that returned checks are available for your review.

- Access the reports you use most from Quick Reports on the *CEO*® Home dropdown menu.
- Tailor reports to include only the types of transactions you wish to see.
- You can choose the data fields you want and the order you want them to appear when you download reports in CSV or Excel formats.
- Save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized reports.
- Share your customized reports with others. Companies can share up to 200 custom reports and each company user up to 50 custom reports.

Treasury Information Reporting technical specifications:

- View reports in HTML or PDF formats.
- Download reports in CSV, Excel, and Fixed Position formats.
- Data retention: Standard storage is seven days; optional extended storage is 30, 60, 90, or 120 days for Previous Day Return Item Detail. Intraday Return Item Detail is available on an intraday basis only.

continued

Together we'll go far



Optional reports

Deposits by location report

This optional report includes four sections:

- Deposit detail: lists all deposit-related transactions for each location.
- Return detail: lists only returned deposited items.
- Deposit recap: summarizes total deposit-related transactions by location by day.
- Deposit summary: summarizes all activity by location and lists any locations without activity for the period.

All deposit-related transactions, including deposit adjustments and returns, are reported on these reports. Location subtotals are reported with the location name and number.

Electronic file output trancodes	
028	Customer deposit reversal
058	Other debit
078	Customer deposit
079	Other credit

Deposit Detail					
WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 10-05-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		DEPOSIT DETAIL REPORT		PERIOD: 9-01-XX TO 9-30-XX	
LOC REF	POSTED	AS OF	TYPE	AMOUNT	TRANSACTION DESCRIPTION
1	9-09-XX		C	400.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123
1	9-09-XX		C	500.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123
1	9-09-XX		D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001
1	9-12-XX		C	400.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12
1	9-12-XX		C	500.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12
1	9-06-XX		D	1.00	MERCHANT ENKCD FEE 050902 XXXXXXXX999 STORE #11113111249 XXXXXXXX999+ ROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX
1	9-06-XX		C	50.00	MERCHANT ENKCD DEPOSIT 050902 XXXXXXXX999 STORE #1 XXXXXXXX XXXXXXXX99
1	9-29-XX		C	5.00	AMERICAN EXPRESS SETTLEMENT 050929 XXXXXXXX99 STORE 001 XXXXXXXX99XXXXXXXX XXXXXXXX 9+ FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX
CREDITS:	6	TOTAL		1,860.00	
DEBITS:	2	TOTAL		56.00	
TOTAL:	8	TOTAL		1,804.00	FOR LOCATION: STORE #1

Return Detail					
WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 10-05-XX PAGE 2	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		RETURN DETAIL REPORT		PERIOD: 9-01-XX TO 9-30-XX	
LOC REF	POSTED	AS OF	TYPE	AMOUNT	TRANSACTION DESCRIPTION
1	9-09-XX		D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001
TOTAL:	1	TOTAL		50.00	FOR LOCATION: STORE #1

Optional reports

Deposits by location report, cont.

Deposit Recap

WELLS FARGO

P.O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT

ABC CORPORATION

DEPOSIT RECAP REPORT

PRINTED: 10-05-XX PAGE 3

TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2

PERIOD: 9-01-XX TO 9-30-XX

DATE	# ITEMS	AMOUNT
9-06-XX	2	49.00
9-09-XX	3	650.00
9-12-XX	4	900.00
9-29-XX	1	5.00
9-30-XX	1	15.00
TOTALS	11	1,819.00 FOR LOCATION: STORE #1

Deposit Summary

WELLS FARGO

P.O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT

ABC CORPORATION

DEPOSIT SUMMARY REPORT

PRINTED: 10-05-XX PAGE 4

TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2

PERIOD: 9-01-XX TO 9-30-XX

LOCATION #	LOCATION NAME	# ITEMS	AMOUNT
1	STORE #1	11	1,819.00
CREDITS:	8	TOTAL	1,875.00
DEBITS:	3	TOTAL	56.00
TOTAL:	11	TOTAL	1,819.00 FOR CURRENT ACTIVITY PERIOD

NO DEPOSIT ACTIVITY FOR CURRENT REPORTING PERIOD

2 STORE #2
3 STORE #3



Previous Day Return Item Detail Report

As of 10/03/20XX
 CUSTOMER ID: ABCD1234 WIDGETS, INC.
 OPERATOR ID: DEMO123 10/17/20XX 05:27 PM ET
 Commercial Electronic Office® Treasury Information Reporting

Currency: USD
 Bank: 000000000
 Account: 20000005(MN)
 Redeposits reported 0.00 & above. Chargebacks reported 0.00 & above.
 WELLS FARGO BANK, N.A.
 Widgets, Inc.

A Amount

Paper Returns
 Transaction Details

2,489.09	Disposition: Redeposit	Reason: A - NSF-Instuf Funds	Bank ID: 88888788
	Location: N/A	Account Number: 88888888	Serial Number: 7880
	Deposit Date: 09/29/20XX		

Maker Name: JOHN SMITH

B Totals for Paper Returns for Account 20000005 (USD)

	Reported Items	Reported Amount	Suppressed Items	Suppressed Amount	Total Items	Total Amount
Chargeback:	2	3,154.25	0	0.00	2	3,154.25
Redeposit:	1	2,489.09	0	0.00	1	2,489.09
Pending:	0	0.00	N/A	N/A	0	0.00
Total:	3	5,643.34	0	0.00	3	5,643.34

Electronic Returns

ARC Returns

C Amount

Transaction Details

43.80	Disposition: Chargeback	Reason: R02 - ACCT CLSED	Original Sequence Number: 330004007
	Redeposit Count: N/A	Current Sequence Number: 330004007	Deposit Date: 09/29/00XX
	Location: N/A	Bank ID: 00100000	Account Number: 200000001
	ACH Company ID: 3000000050	Serial Number: 7003	

Item ID: 0000000000000003
 Deposit ID: 0000000000000001
 Batch ID: 9000000000000001
 ACH Co ID: 3000000050
 Geo ID: ABCD1234
 Deposit Bag No: 30010
 Deposit Name: PREDISPOSITIONING

D Totals for Electronic Returns (ARC) for Account 20000005 (USD)

	Reported Items	Reported Amount	Suppressed Items	Suppressed Amount	Total Items	Total Amount
Chargeback:	1	43.80	0	0.00	1	43.80
Redeposit 1:	0	0.00	0	0.00	0	0.00
Redeposit 2:	0	0.00	0	0.00	0	0.00
Pending:	0	0.00	N/A	N/A	0	0.00
Administrative:	1	22.31	N/A	N/A	1	22.31
Total:	2	66.11	0	0.00	2	66.11

A Links
 Links to images of each returned item.

B Summaries
 Summary of the number of items charged back, redeposited, and pending.

C Additional data
 Use additional data submitted with each payment to facilitate processing.

D Totals
 Totals by account and currency give you a high-level overview of your returns.

For more information on Return Item Detail reports, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.



Search

Images

Stop Payments

ACH Deletes & Reversals

Activity Reports

Search for Transactions

***Required**

Search for

* Accounts

* Date To

Check Number

Amount To

Additional Criteria

Item Sequence Number

MICR Account Number

Search

Reset



Search

Images

Stop Payments

ACH Deletes & Reversals

Activity Reports

Search for Transactions

***Required**

Search for

* Accounts

* Date To

Check Number

Amount To

Additional Criteria

Item Sequence Number

MICR Account Number

Search

Reset

Search Results

[Back to Search](#)

Showing Search for Checks: Account: 000000001; Date: 10/09/20XX - 04/06/20XX; Check Numbers:

I want to Take Action on One Item ▼

Column Options 1 to 17 of 17 items							
	Check Number	Amount	Status	Payee	Account Number	Posting Date	Actions
1	1170104	1,950.00 USD	Outstanding	Henry Jones	0000006109		Place Stop
2	1384	12.00 USD	Stopped		0000000001		Release Stop Renew Stop
3	4598	12.00 USD	Stopped		0000000001		Release Stop Renew Stop
4	8111708302	3,443.00 USD	Stopped		0000000001		Release Stop Renew Stop
5	8111709102	1,384.00 USD	Stopped		0000000001		Release Stop Renew Stop
6	8111701101	1,350.00 USD	CHECK PAID		0000000001	11/25/20XX	View Image Print Image
7	8111701105	7,759.00 USD	CHECK PAID		0000000001	11/29/20XX	View Image Print Image
8	8111701107	11,259.00 USD	CHECK PAID		0000000001	11/29/20XX	View Image Print Image
9	8111701110	195,000.10 USD	CHECK PAID		0000000001	11/25/20XX	View Image Print Image
10	8111701114	3,404.02 USD	CHECK PAID		0000000001	11/25/20XX	View Image Print Image
11	8111709302	3,443.00 USD	Stopped		0000000001		Release Stop Renew Stop
12	8111710102	1,384.00 USD	Stopped		0000000001		Release Stop Renew Stop

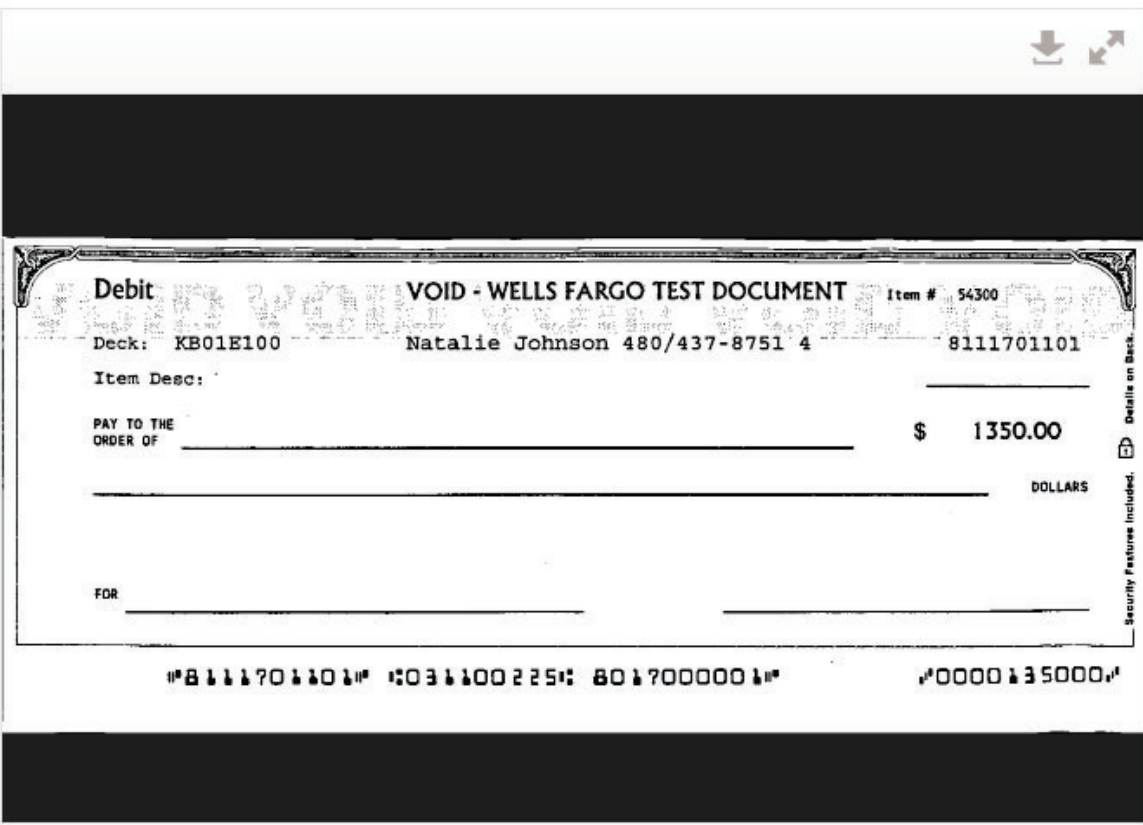
View Images



Available Images Check 8111701101 1,350.00 USD

1 of 3 steps ← →

Open Print Menu



- Contrast
- Invert
- Rotate
- Flip
- Zoom
- Reset

Image Details

Account Number	000000001	Item Sequence	00000007196
Account Name	Alpha Payroll Account	Number	
Check	8111701101	Bank ID	0000000225

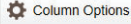
Close

Search Results

[Back to Search](#)

Showing Search for Deposits: Account: 000000167; Date: 10/09/20XX - 04/06/20XX; Check Numbers:

I want to Take Action on One Item ▼

							1 to 10 of 10 items
	Customer Reference Number	Amount	Transaction Type	Account Number	Deposit Date	Actions	
1	55	7,975.93 USD	COMMERCIAL DEPOSIT	000000167	01/05/20XX	View Image Print Image View Deposited Items	
2	55	7,128.01 USD	COMMERCIAL DEPOSIT	000000167	10/31/20XX	View Image Print Image View Deposited Items	
3	55	7,008.62 USD	COMMERCIAL DEPOSIT	000000167	12/29/20XX	View Image Print Image View Deposited Items	
4	55	6,854.82 USD	COMMERCIAL DEPOSIT	000000167	12/27/20XX	View Image Print Image View Deposited Items	
5	55	6,706.75 USD	COMMERCIAL DEPOSIT	000000167	12/30/20XX	View Image Print Image View Deposited Items	
6	55	5,592.59 USD	COMMERCIAL DEPOSIT	000000167	01/04/20XX	View Image Print Image View Deposited Items	
7	55	4,906.34 USD	COMMERCIAL DEPOSIT	000000167	02/27/20XX	View Image Print Image View Deposited Items	
8	55	4,873.70 USD	COMMERCIAL DEPOSIT	000000167	02/28/20XX	View Image Print Image View Deposited Items	
9	55	4,851.82 USD	COMMERCIAL DEPOSIT	000000167	10/27/20XX	View Image Print Image View Deposited Items	
10	55	4,667.33 USD	COMMERCIAL DEPOSIT	000000167	01/30/20XX	View Image Print Image View Deposited Items	

⚠ Note: Pending items are intraday and subject to change.

Branch proximity study

The following table includes the distance of our branches from each of the College's locations, as well as the deposit deadlines for bank credits on the same day of deposit for the branches, night depository locations, and deposit-enabled ATMs that are closest to you.

Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
A Hugh Adams Central Campus 3501 S.W. Davie Rd. Davie, FL 33314	DOWNTOWN DAVIE 4150 SW 64TH AVE. Davie, FL 33314	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.8 miles
Judson A. Samuels South Campus 7200 Pines Blvd. Pembroke Pines, FL 33024	PEMBROKE PINES NORTH 702 N. UNIVERSITY DR. Pembroke Pines, FL 33024	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.46 miles
Pines Center Academic Village 16957 Sheridan Street Pembroke Pines, FL 33331	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.18 miles
Miramar Town Center 2050 Civic Center Place Miramar, FL 33025	MIRAMAR SQUARE 12184 MIRAMAR PKWY. Miramar, FL 33025	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.52 miles
Tigertail Lake Center 580 Gulfstream Way Dania Beach, FL 33304	SHERIDAN 1600 SHERIDAN ST. Hollywood, FL 33020	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.54 miles
Broward College at the YMCA 1409 NW 6th St. Fort Lauderdale, FL 33311	BROWARD BOULEVARD/I-95 2510 W BROWARD BLVD STE 103 Fort Lauderdale, FL 33312	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.61 miles

Your location	Branch	Branch deposit deadline (local time) *	Night deposit deadline (local time) *	ATM deposit deadline (local time) *	Distance
North Campus 1000 Coconut Creek Blvd. Coconut Creek, FL 33066	MARGATE 400 N STATE ROAD 7 Margate, FL 33063	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.9 miles
Willis Holcombe Center 111 East Las Olas Blvd. Fort Lauderdale, FL 33301	LAS OLAS 350 E LAS OLAS BLVD. STE 100 Fort Lauderdale, FL 33301	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.37 miles
Weston Center 4205 Bonaventure Blvd. Weston, FL 33331	WESTON COMMONS 4511 WESTON RD. Weston, FL 33331	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.68 miles
Miramar West Center 1930 SW 145 Ave. Miramar, FL 33027	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.92 miles
Cypress Creek Administrative Center 6400 NW 6th Way Fort Lauderdale, FL 33309	EXECUTIVE AIRPORT 1700 W. COMMERCIAL BLVD. Fort Lauderdale, FL 33309	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.2 miles

* Please confirm your deposit deadlines with your treasury consultant, Jacqueline Kobialko. Our ATM and banking locations search tool at wellsfargo.com/locator provides street addresses, lobby hours, and ATM deposit cutoff times.

Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in a branch, cash vault, or any other department or office, will receive collected funds in accordance with the following schedule:

Collected funds	
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
Select financial institution checks†	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas that are closed in observance of a holiday are delayed one additional day.

Wells Fargo will not process single deposits of \$100 million or more. Such deposits will be returned to the customer unprocessed.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

†Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.

This schedule is subject to change without notice.

Commercial / Commercial Checking / National Bank customers

Wells Fargo Electronic DepositSM service availability schedule

All Wells Fargo electronic deposits made to a commercial or national bank account received before the published cutoff time of 9 p.m. Central Time receive collected funds in accordance with the following schedule:

Collected funds

Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day. This schedule is subject to change without notice.

Lockbox accelerated availability schedule: Eastern states

All Wells Fargo lockbox deposits made to a commercial or national bank account received before the published ledger deadline receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo checks*	Same day
U.S. government checks	One day
All other checks	One day

*Excludes Wells Fargo Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day. This schedule is subject to change without notice.

Ledger deadline (local time)

Monday – Friday: 6:00 p.m.

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

Desktop Deposit[®] service availability schedule

All Wells Fargo electronic deposits made to a commercial or national bank account received before the published cutoff time of 9:00 p.m. Central Time receive collected funds in accordance with the following schedule:

Collected funds

Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

* Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day. This schedule is subject to change without notice.

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas that are closed in observance of a holiday are delayed one additional day.

Date: 12/11/2023

Evidence of Casualty Insurance Coverage

Insured:

Wells Fargo & Company and Its Subsidiaries including
Wells Fargo Bank, N.A

Insurance Company:

Old Republic Insurance Company

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries

Coverage	Covered Location (s)	Limits of Liability	Policy Period	Policy Number
Commercial General Liability. Including premises operations, occurrence form; blanket contractual liability; host liquor liability coverage	Omnibus Additional Insured endorsement extends coverage to any person or organization for whom Wells Fargo & Company, or its Subsidiaries have agreed under contract or agreement to provide insurance. In no event shall the insurance provided hereunder exceed the scope of coverage required by contract or agreement.	\$10,000,000 Each Occurrence \$10,000,000 Aggregate \$10,000,000 Personal & Adv. Injury \$10,000,000 Products and Completed Operations	04/01/2020 - 04/01/2025	MWZY 315337
Automobile Liability	Covers all owned, non-owned and hired automobiles.	\$10,000,000 Each Occurrence Combined Single Limit	04/01/2020 – 04/01/2025	MWTB 315336
Workers' Compensation and Employers' Liability	Provides workers' compensation coverage for employees in all states – except statutory workers' compensation provided either through a Monopolistic State Fund or Self-Insurance in the following states: Ohio, North Dakota, Washington, and Wyoming or by the Wells Fargo Injury Benefit Plan in Texas.	Statutory – WC \$1,000,000 – EL Each Accident \$1,000,000 – EL Disease Each Employee	04/01/2020 – 04/01/2025	MWC-302638-20

Evidence of Insurance Issued to:

Broward College

6400 NW 6TH WAY

FORT LAUDERDALE, FL 33309

Wells Fargo & Company
Risk & Insurance Management



Allan P. Harris
Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply,

Direct questions/comments regarding this Evidence of Insurance to your Wells Fargo contact.

July 17, 2023

Dear Customer:

This letter provides an overview of the Wells Fargo Information Security Program for our commercial, government, institutional, and other customers.

Information Security (IS) Risk Management Program

Wells Fargo considers the security of our customers' data a top priority. We have a comprehensive, enterprise written Information Security Program designed to safeguard the confidentiality, integrity, and availability of Wells Fargo's information systems, and assets by providing capabilities empowering the company to maintain a resilient and secure environment. This includes:

- Safeguarding the security and confidentiality of customer information
- Defending against anticipated information security threats or hazards
- Protecting against unauthorized data access to customer information
- Ensuring proper disposal of customer and consumer information.

The Program is an information security domain framework described below under Information Security Domains and includes administrative, technical, and physical safeguards to protect Wells Fargo's information, information systems, other assets, and customer information. These safeguards align to the five key functions of the National Institute of Standards and Technology (NIST) Cybersecurity Framework: *Identify, Protect, Detect, Respond, and Recover*. Wells Fargo performs these functions concurrently and consistently to form an adaptive and dynamic operating environment equipped to effectively address the evolving threat landscape.

Identify includes programs, policies, and processes dedicated to understanding the environment to manage cybersecurity risk to systems, people, assets, data, and capabilities.

- **Company Governance** establishes policies and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements for informing management of cybersecurity risk.
- **Asset Management** establishes and maintains an inventory of hardware and software across the enterprise.
- **Penetration Testing** assesses network, cloud and application security performed on at least an annual basis by both internal offensive security research and testing team and independent third-party assessors. Federal Law requires Wells Fargo to meet specific risk management requirements and enforce risk management oversight on its IT resources. The most recent independent third-party penetration test completed 4Q 2022, and for which all findings successfully closed. Internal penetration testing of CEO Portal conducted, most recently in 3Q 2022, and all findings successfully closed. Wells Fargo cannot share additional detail on Wells Fargo penetration testing plans, strategy, or results as such detail is a risk for use by threat actors to facilitate a security breach.
- **Policies and Control Requirements** include roles and responsibilities, clearly describe expectations for how cybersecurity activities will protect information and systems, and how they support critical company processes.
- **Risk Management Framework (RMF)** establishes the company's core principles for managing and governing risk.
- **Risk Assessment and Control Testing** assesses internal and external threats through identification, assessment, documentation, and prioritization ensuring management and control of risks.
- **Third Party Program** utilizes preventative, detective, and corrective controls to identify, monitor, manage, mitigate, and report third-party risk and establishing controls to identify, monitor, manage, mitigate, and report fourth-party risks.

Protect includes processes, controls, and technologies to effectively protect customer information, Wells Fargo information systems, and enable execution of critical services.

- **Cyber Resiliency** employs technical security solutions ensuring the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
- **Identity and Access Management** administers access to logical and physical assets and information ensuring the creation and maintenance of unique accounts for all users, ensuring limited access to information, systems, and applications needed to perform the functions of an individual's role, and verifies authenticated users before granting access to information, systems, and applications.
- **Information Protection** utilizes technologies and processes to protect data while at rest (stored) and when transmitted to other systems or users.
- **Records Management** and **Data Destruction** programs provide for the secure disposal or destruction of data or retention of information and physical assets when no longer in use in accordance with applicable laws and Wells Fargo retention requirements.
- **Cyber Hygiene** detects, prioritizes, and monitors vulnerability mitigation and remediation (Vulnerability Management Program), incorporates information security best practices throughout the software development lifecycle preventing the introduction of unmanaged vulnerabilities into production and remediates security defects (Enterprise Application Security Program).
- **Enterprise Patching Program** provides governance for patching operations and aligns to an operating model ensuring patches are identified, prioritized, tested, scheduled, deployed, and validated across all asset classes. Established reporting supports the state of patching, exceptions, and risk appetite to leadership through various committees based on requirements for action.
- **Enterprise Architecture** partners with the business and Wells Fargo Technology to confirm the early integration of security requirements in the design and development phases.
- **Infrastructure Security** maintains host-based firewalls and other protections such as endpoint security products; and applies uniform configurations to devices and controls changes to device configurations.
- **Corporate Properties & Security** employs security measures to provide a safe and secure environment for customers, employees, business partners, and assets, appropriate for the relevant risks at each facility including branches, data centers, and administrative buildings.
- **Workforce Accountability & Cyber Awareness Program** regularly trains and re-trains employees and non-employees on company cybersecurity policies and processes, and how they relate to their specific roles and responsibilities.

Detect includes intelligence programs, processes, and plans that detect potential and actual threats through continuous monitoring for attacks within the Wells Fargo computing environment.

- **Cyber Security Defense and Monitoring** detects, investigates, and disrupts evolving threats and security events within the environment and coordinates incident response activities.
- **Cyber Threat Fusion Centers** monitor company networks and systems to identify anomalous patterns or deviations from expected network, system, and user behavior; and assess impact of, and coordinate responses to cybersecurity events.
- **Data Loss Prevention** monitors data flow across networks and on endpoints and implements preventative and monitoring capabilities to mitigate risk of data misuse.
- **Threat Intelligence** continually assesses the internal and external threat landscape, correlating real-time threat monitoring and Intelligence analysis across the company.
- **Insider Threat Program** collaborates on the design and implementation of processes and technologies helping Wells Fargo with early detection and mitigation of high-risk insider activities and provides centralized coordination with key partners to manage the associated risk.

Respond includes incident response programs designed for swift action to detected cybersecurity incidents.

- **Incident Response Program** provides company stewardship over responses to cybersecurity events, including coordination of internal and external stakeholders to aid in the investigation, containment, and recovery from cybersecurity events.
- **Company Business Resiliency** protects and sustains core business functions when experiencing disruption to technology, infrastructure, or operational processes and guaranteeing updates to recovery plans after an incident.
- **Compromised Data** governs and manages incidents involving the possible and actual compromise of Wells Fargo information. This program assesses, investigates, manages, tracks, and reports on incidents which includes facilitating any required regulatory notifications, customer notifications, and courtesy notifications.

Recover focuses on restoring Wells Fargo or third-party capabilities or services impacted by a cybersecurity incident quickly to mitigate the overall impact of the event.

- **Business Resiliency** prepares for the recovery of business operations, technology environments, and Wells Fargo information through approved and exercised business continuity plans prior to the deployment of any new or enhanced technology ensuring the process, service, system, information, or solution is recoverable.
- **Public Communications** manages public relations to make certain communications are accurate, complete, and timely.

IS Program Management

The Chief Information Security Officer (CISO) leads Wells Fargo's Cybersecurity organization and is accountable for execution of the Program and effective information security risk management across the company in alignment with the company's risk appetite. The Program Includes a dedicated channel of support between each business and the Cybersecurity organization. All Wells Fargo organizations, employees, and contingent resources with access to Wells Fargo systems or sensitive information are to adhere to Wells Fargo's IS Program as required by policy and code of conduct.

The IS Program includes risk assessments against control requirements to ensure the identification, assessment, mitigation, and reporting of information and cyber security risks throughout Wells Fargo in and outside the United States.

The Program is re-evaluated annually, or more frequently whenever there is a material change in Wells Fargo's business practices that may negatively impact the security, confidentiality, integrity, or availability of data assets or information systems. The Wells Fargo Board of Directors Risk Committee reviews the changes. All reviews of the Information Security Program and any subsequent changes are documented in the Version History and approved by the Chief Information Security Officer (CISO).

The Cybersecurity Data Science team within Cybersecurity applies Machine Learning and Artificial Intelligence technologies to our Program to strengthen cybersecurity competencies, deliver critical accelerator functions and data platform services, and reduce cybersecurity risk by leveraging value-driven data and sustainable- technology solutions.

The Cybersecurity Executive Reporting, Metrics, and Analytics team partners with domain owners to provide insights to executives on key cybersecurity risks and program progress, which includes developing and automating metrics and reporting through dashboards.

IS Program Policies

The Program enables business groups and enterprise functions to manage information and cybersecurity risk in accordance with Wells Fargo's risk appetite by leveraging the company's Risk Management Framework and relevant policies, each with corresponding standards and controls. Policies are routinely reviewed, updated, and approved in alignment with Wells Fargo's policy governance framework.

IS Program Standards

The Wells Fargo IS Program consists of policies, procedures, and controls adopted from industry standards and best practices.

- National Institute of Standards and Technology (NIST) Cybersecurity Framework
- NIST 800-53 Revision 5: Security and Privacy Controls for Federal Information Systems and Organizations
- International Organization for Standardization (ISO) 27001:2013 standard
- Control Objectives for Information and Related Technology (COBIT) 5
- Federal Financial Institutions Examination Council (FFIEC) Information Technology Handbook

Wells Fargo Information Security Risk Management Oversight (ISRMO), oversees and credibly challenges Cybersecurity on its control requirements and risk posture. ISRMO works closely with the CISO to ensure implementation and sustainability of an effective IS Program.

Cloud Security

As part of Wells Fargo's digital infrastructure strategy, the company started to move a select set of applications from Wells Fargo managed data centers to Microsoft Azure and Google Cloud in 2022 and intends to continue with workload migrations to public cloud over the next several years. In addition, Wells Fargo utilizes third-party cloud hosted providers. In all cases, the applications and data used by Wells Fargo on the public cloud are subject to comprehensive security standards and controls as described in Wells Fargo's Information Security Program Overview Letter and Cloud Control Framework (CCF). Wells Fargo cannot share additional details about Wells Fargo's cloud security protocols or the infrastructure of its cloud footprint outside of the company as such detail can facilitate a security breach.

A focused Cloud Security program drives requisite security controls enabling Wells Fargo to manage cloud security risk within its cloud computing ecosystem.

Proprietary framework

Wells Fargo created the Cloud Control Framework (CCF), a comprehensive set of cloud security control objectives, derived from industry leading sources, providing the foundation for managing cloud security risk and threats.

Defense-in-Depth model

The appropriate security policies, controls, and requirements, as guided by the Cloud Control Framework, are active across technology tiers to keep Wells Fargo's data safe in the cloud.

Experienced Team

The Cloud Security program works collaboratively with Cybersecurity, Technology, and line of defense partners. Wells Fargo invests in talent development and attracting talented cloud professionals to advance Wells Fargo's cloud program.

Visibility and Control

Monitoring Cloud resources and activities help to detect and respond to vulnerabilities and suspicious activity. Cybersecurity capabilities and controls are continuously tested to validate their effectiveness in managing cloud security risk.

Continuous Improvement

Wells Fargo collaborates with industry leading partners to advance and evolve our security practices in line with regulations, best practices, and the evolving threat landscape.

Information Security Domains

The IS Program includes asset domains (what we protect) and process domains (how we protect). Designed to improve transparency, accountability, and consistency across the enterprise. The information security domains support existing information security risk management governance and managed by domain owners who report to the CISO.

The information security domain model supports information security governance, transparency, and consistency across Wells Fargo's global enterprise. The nine domains are:

- Application Information Security
- Information Protection
- Infrastructure Information Security

- Workforce Accountability
- Cyber Defense Management
- Identify and Access Management
- Information Security Risk Management
- Third Party Information Security Management
- Infrastructure Vulnerability Management

Below are the domain descriptions.

Application Information Security

The Application Information Security Domain provides a company-wide set of policies, standards, controls, processes, and education necessary to eliminate vulnerabilities during the software development lifecycle in Wells Fargo business applications. Effective application security reduces the risk of the company having a material security breach or other significant impact resulting from our application portfolio.

The Application Information Security domain defines the secure development practices based on standards and controls used during the development lifecycle. Application security standards define the requirements for the application lifecycle – from initial application introduction to the environment, through ongoing updates, to final retirement. Furthermore, secure development practices provide the ability to identify, assess, report on, and govern security defects to enable the remediation and prevention of security defects and application vulnerabilities within Wells Fargo internally developed applications and modified off-the-shelf applications. Governance provides oversight and assurance to validate that Application Information Security domain controls remain effective.

The Application Information Security domain has developed secure software development requirements for the Enterprise Software Development Lifecycle (SDLC). These requirements reduce application security defects before source code is promoted to production, including mobile software. As part of this domain, Wells Fargo Technology teams must complete specified application security practices in each phase of the SDLC whenever there are code changes and, in the absence of code changes, at least once every 12 months. In each phase of the SDLC, standards and tools highlight the required application security activities. Completion of application security practices is supported by a community of Application Security Champions (ASCs) and validated through pre-production security and compliance reviews.

Information Protection

The Information Protection domain includes data protection management policies reducing the risk to Wells Fargo from incidents related to information theft, loss, or disclosure. Policy requires hard-drive encryption and implementation on all laptops and desktops. Policy requires email encryption and implementation for all restricted and confidential data sent via email externally. Corporate workstations and laptops disable by default the ability to read or write from a USB port, unless approved through an exception process that requires use of an approved device. Data classification, Cryptography, Data Loss Prevention (DLP), and media handling are key components of information protection management. Descriptions provided below.

Classification

Information protection policy requires data classification (i.e., public, internal use, confidential, restricted) and controls based on data type. Approved controls (at a minimum encryption) are required for confidential information transmissions over any non-Wells Fargo network; storage on workstations, portable digital storage media, and backup tapes; and storage on servers, storage devices, and externally hosted services.

Cryptography

Cryptographic algorithms, key lengths, and solutions require approval and follow the latest American National Standards Institute (ANSI), ASC X9, International Organization for Standardization (ISO), Payment Card Industry (PCI), and United States National Institute of Standards and Technology (NIST) standards. There is an established cryptographic key management process to manage, exchange, and distribute keys within Wells Fargo or with third-party vendors. Encryption keys are rotated according to established timeframes based upon Key Management Lifecycle (KML) requirements.

Data Loss Prevention

The Data Loss Prevention (DLP) Program focuses on monitoring data in motion, data in use, and data at rest, to reduce the risk of accidental or malicious transmission of certain sensitive information, including credit card numbers, diverse types of account numbers, and select personal information data elements. The DLP applications alert and conditionally block data transfers when it detects policy violations. DLP controls monitor and trigger content-sensitive blocking of outbound email, web posts (HTTP, HTTPS), and content saved to removable media. Certain data-at-rest environments are scanned for unsecured files containing sensitive data.

Media Handling

Wells Fargo is responsible for information in its possession on all types of media. We have established standards to govern handling of information media containing personal, financial, and other sensitive data.

Infrastructure Information Security

The Infrastructure Information Security domain provides the controls, processes, and education necessary to reduce vulnerabilities introduced through technology solutions deployed within the Wells Fargo infrastructure and used by company personnel. Effective security infrastructure management reduces the risk that Wells Fargo will have a material security breach or other significant impact from the computing infrastructure.

Malware and Mobile Code Protection

Malware protection and anti-virus controls are distinct components of Wells Fargo's IS Program standards. The standards require the installation, use, and maintenance of anti-virus and anti-malware software to detect malicious code on hardware, software, networks, and/or mobile devices. The software is tested and employed, and virus definitions are updated as they become available. It is Wells Fargo's practice to perform anti-virus scanning at predefined intervals. In addition, corporate practices prescribe requirements for malicious code protection and provide instructions that prohibit the introduction of any computer code designed to self-replicate, damage, or otherwise hinder the performance of, or access to corporate information resources. The malicious code protection controls include consequences for violating these prohibitions.

Network Architecture and Security Monitoring

The Wells Fargo Architecture Review Board reviews and approves the Wells Fargo network security architecture. The Architecture Review Board reviews the device types connecting to the Wells Fargo Network. The company has a compliance policy and continuously scans network devices for compliance and vulnerabilities. Relevant authorities receive results for remediation based on risk and severity.

Changes to our production systems must adhere to the corporate change control management process. Management reviews and approves proposed environment changes ensuring compliance with standards prior to execution. Validation occurs when change activity is executed. System level updates (such as security updates, software upgrades, and so forth) are reviewed and periodically applied as appropriate.

Wells Fargo has a mature, risk-based security monitoring program that functions as part of a larger defense-in-depth model. The program uses guidance from industries best practices (e.g., SANS, OWASP) to identify high-risk vulnerabilities. Both automated and manual testing occurs at least annually, depending on scope and risk.

The monitoring program includes:

- Vulnerability scanning, web application testing, and penetration testing
- Examining routing tables, validating all registered and internal IP addresses
- The use of commercial, non-commercial, and internally developed scanning tools
- Scans originating from both the internet and from within the internal network
- Defined process for remediating findings and retesting based on risk and management directives

Physical and Environmental Security

Wells Fargo has a Physical Security Policy that defines the necessary physical access control systems, exterior security controls, camera surveillance, mantraps, security guards, physical security, and environmental controls. In addition, our

Physical Security Policy outlines how the company ensures the safety and security of Wells Fargo employees and the data center computer operations.

Wells Fargo data centers are unmarked, non-descript facilities geographically located and dispersed throughout the United States. Located in single-tenant facilities and owned and operated by the company. Physical security controls are regularly tested to ensure they are functioning properly.

Workforce Accountability

Wells Fargo employs controls and processes to ensure employees, contingent resources, and third-party service providers are aware of and able to execute information security responsibilities.

Personnel Training

All employees and non-employees with access to Wells Fargo's systems or customer and consumer information must complete annual training relating to information protection. Regularly refreshed, company training, policies, and information handling standards provide employees with the information they need to understand their role in protecting customer and consumer information. In addition, employee and non-employee background checks occur prior to onboarding and hiring. Background check contract requirements and oversight are also in place for all third-party service providers managing Wells Fargo's customer information.

Cyber Defense Management

The Cyber Defense Management domain monitors, analyzes, and assesses the threat landscape and adversary activity data to reduce Wells Fargo's exposure to cyber-attacks. The domain is responsible for reducing exposure to cyberattacks through 24/7/365 monitoring for key information and cyber security control areas including:

- Cyber Threat Fusion Center (CTFC)
- Security Content Development (SCD)
- Threat Detection Services (TDS)
- Cyber Threat Management (CTM)
- Threat intelligence
- Adversarial simulation
- Cyber resiliency

Cyber Security Incident Management and Response

Wells Fargo has a comprehensive process in place to detect and report security breaches, loss of equipment that contains customer information, loss of files, and unauthorized access to our networks. The company reports actual and potential information and cyber security and/or privacy breaches when required to appropriate regulatory bodies, including the Office of the Comptroller of the Currency (OCC), Federal Reserve Board (FRB), and Federal Deposit Insurance Corporation (FDIC), along with notification to the impacted customers and state regulatory authorities.

There is an established incident management program including an incident response plan with guidance for escalations, procedures to collect and maintain a chain of custody for evidence during incident investigation, and a feedback process to ensure those reporting information security events receive the results once the issue is addressed and closed. The program also contains actions to take in the event of an information security incident, a formal disciplinary process for dealing with those employees or contingent workers who commit a security breach, and a process for assessing and executing customer and third-party legal, regulatory, and contractual notification requirements. Events relevant to supporting incident investigations are also regularly reviewed using a specific methodology to uncover gaps and areas of opportunities.

Identity and Access Management

The Identity and Access Management (IAM) domain grants access to the correct individuals while restricting access and reducing risk to sensitive enterprise systems, assets, and information. Accomplished, through five key controls: provisioning, de-provisioning, certifications, authorization, and authentication.

The type and extent of logical access controls to the Wells Fargo network and systems are determined by risk criteria. Corporate standards prohibit access without a strict business need-to-know. The company issues unique user identifications (user IDs) for access to networks and systems, which do not contain confidential or identifying information. Wells Fargo standards prohibit the sharing of user IDs.

To the extent possible, centralized IAM technologies grant access rights based upon the user role and need to access certain systems, applications, and data. User access rights are regularly reviewed to validate the continued business need. Passwords use non-display or masked fields for entry. Standards are in place to establish password complexity, change timeframes, and reuse criteria. All passwords require encryption. The use of multi-factor authentication throughout the enterprise further strengthens access controls and in compliance with regulations for high-risk transactions and asset access.

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

Privileged Access Program

As part of IAM, the Privileged Access Program provides strategic leadership and execution for managing privileged access on company-wide platforms and applications. This program provides oversight and governance concerning privileged access, including metrics and reporting, making certain that management of privileged access across Wells Fargo is at the appropriate level of risk.

Information Security Risk Management

Wells Fargo is committed to protecting customer, employee, and company information by managing information security risks that are prevalent in every aspect of the company's business. Wells Fargo meets this commitment through the Information Security Risk Management (ISRM) domain which includes well-defined information security risk management processes, controls, procedures, and tools.

The ISRM domain provides the day-to-day risk management and governance necessary to strengthen information security risk management at Wells Fargo by:

- Providing timely risk intelligence to individuals who own, manage and report on information security risk
- Promoting informed business decisions through earlier engagement and a more complete risk profile at the company, business, and asset levels
- Providing information security evaluations for all information assets and reporting on the results of security measures of performance

Information owners must create a detailed adherence plan for any system or application that is not in compliance with information security policies and control requirements, and they must use the Information Security Policy Exception Management process to track non-adherence.

Third Party Information Security Risk Management

Wells Fargo has an established Third-Party Risk Management Program. The program reviews and evaluates third parties prior to engagement and throughout the third-party relationship using risk assessments conducted at intervals driven by the services provided.

Third-parties and their employees are required to adhere to ISO 27001/27002 Standards on Information Security Management, or any successor standard (or alternate information security industry-recognized standards, e.g.,

Interagency Guidelines Establishing Information Security Standards, FFIEC IT Handbook – Information Security Booklet, and NIST SP-800-53 Security and Privacy Controls for Federal Information Systems and Organizations). These standards also apply to all Wells Fargo non-employees located outside of the United States who have access to company and consumer information for purposes of delivering services to or on behalf of the company. As part of this compliance obligation, contracts are in place with each third party that include the appropriate confidentiality language, non-disclosure agreements, and information security provisions.

Infrastructure Vulnerability Management

The Infrastructure Vulnerability Management domain identifies, prioritizes, oversees remediation and mitigation efforts, and continuously monitors infrastructure exploitable vulnerabilities potentially compromising Wells Fargo’s technology assets. Wells Fargo-owned and managed systems, as well third-party service provider infrastructure and products must use vulnerability detection tools and techniques, including vulnerability scanning, to identify system security vulnerabilities. Vulnerability Management promptly and accurately identifies and prioritizes vulnerabilities using best-in-class methodologies, tools, and industry expertise to help facilitate prompt remediation and ongoing compliance monitoring.

Committed to Information Security

As part of Wells Fargo’s mature, defense-in-depth approach to cybersecurity, the IS Program reflects the company’s continuous efforts to secure our customers’ data. Our team of cybersecurity professionals focus on delivering incremental improvements in our security posture and providing the highest level of cybersecurity protections to safeguard our customers and their account and financial information, in addition to the company and our operations. As the threat landscape changes, we work each day to earn and sustain our customers’ trust by positioning the company to better protect them and improve overall cyber-resiliency.

Thank you for using or considering Wells Fargo to support your business and to help achieve your goals.

Sincerely,



Sunil Seshadri
Chief Information Security Officer
Wells Fargo Bank, N.A.

This document provides an overview of Wells Fargo’s IS Program as of the date of publication and is provided as a non-binding description of the program. This description does not modify, amend, or supplement any agreement, warranty or representation unless expressly stated. Wells Fargo may modify or replace its Information Security Program and related domains, policies, or procedures described here, without providing notice, where such modifications may materially alter the protections to your information. The only information-security terms, obligations, or commitments binding Wells Fargo will be in an agreement in which an authorized representative signed on behalf of Wells Fargo as a party.

SECTION 1 - REQUIRED RESPONSE FORM

RFP #: RFP-2023-058-OA	RFP TITLE: BANKING SERVICES			RELEASE DATE: WED 10/18/2023
DUE DATE: THU 11/30/2023	TIME DUE - AT OR BEFORE: 2:30 p.m. ET	NUMBER OF PROPOSAL COPIES REQUIRED: →	ORIGINALS: One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com . Complete Electronic Copy of Proposal must be in a single Adobe PDF File

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

PROPOSER'S INFORMATION

Proposer's Name: _____ Wells Fargo Bank, N.A. _____

Street Address: _____ 420 Montgomery Street _____

City and State: _____ San Francisco, CA 94104 _____

Proposer Telephone: _____ 954-541-0921 _____ Proposer Fax: _____ 561-650-2367 _____

Proposer Toll Free: _____ 1-800-869-3557 _____

Contact Person: _____ Stephen Lenehan _____

Contact Person's Address: _____ 450 South Australian Ave, 7th FL, West Palm Beach, FL 33401 _____

Contact Telephone: _____ 954-541-0921 _____ Contact Fax: _____ 561-650-2367 _____

Internet E-mail Address: _____ stephen.lenehan@wellsfargo.com _____ Internet URL: _____ wellsfargo.com _____

Proposer Taxpayer Identification Number: _____ 94-1347393 _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

Website: _____ demandstar _____ Other: _____

~~Newspaper:~~
PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal, I am authorized by the Proposer to do so, and I warrant that I have legal power to bind the company on its behalf; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposals (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.

Stephen Lenehan

12/11/23

Signature of Proposer's Authorized Principal

Date

Stephen Lenehan

Director

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this RFP Submission.

BROWARD COLLEGE | RFP-2023-058-OA
DRUG-FREE WORKPLACE CERTIFICATION | ATTACHMENT D

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the College,

by Stephen Lenehan _____
(Print individual's name and title)

for Wells Fargo Bank, N.A. _____
(Print name of entity submitting sworn statement)

whose business address is 420 Montgomery St, San Francisco, CA 94104 _____

and (if applicable) its Federal Employer Identification Number (FEIN) is 94-1347393 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this 14th day of December, 2023

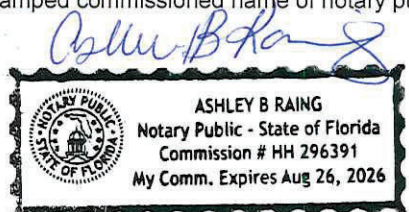
Personally Known _____

OR Produced identification FLDL Notary Public – State of Florida

My commission expires August 26, 2026

(Type of identification) FLDL Ashley B. Raing
(Printed, typed or stamped commissioned name of notary public)

FORM: #4530 3/93



***** ATTACHMENT E – INFORMATION SECURITY
AFFIDAVIT *****

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Broward College

Information Security Affidavit

I, Stephen Lenehan [Name], the designated signing manager for Wells Fargo Bank, N.A. [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

SBL 1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

SBL 2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

SBL 3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)


SBL 4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

X 

Title Director

Date 12/11/23

***** ATTACHMENT F – NON-DISCLOSURE AGREEMENT *****

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NON-DISCLOSURE/PROPRIETARY INFORMATION AGREEMENT

It is understood that it is the mutual desire of both The District Board of Trustees of Broward College, Florida with a principal place of business at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 (hereinafter referred to as "College"), and Wells Fargo Bank, N.A. with a principal place of business at 420 Montgomery St, SF, CA (hereinafter referred to as "Contracting Entity/Person") to disclose certain confidential information pursuant to this agreement ("Agreement").

College shall be: A Disclosing Party A Receiving Party Both
Contracting Entity/Person shall be: A Disclosing Party A Receiving Party Both

The specific purpose of the disclosure of confidential information is _____

_____.

The confidential information to be supplied under the provisions of this Agreement relates to _____

_____.

Confidential information includes any and all information, whether oral, written, in a physical embodiment or otherwise, which is disclosed for the purpose as set forth above and which is identified by the Disclosing Party at the time of disclosure as being proprietary. Information transmitted in writing must be marked "Proprietary," or "Confidential" or other similar designation in order for it to be covered under this Agreement. Information transmitted orally or visually and identified at the time as being proprietary shall be confidential information covered under this Agreement if it is identified at the time of disclosure by the Disclosing Party as being confidential or proprietary and thereafter reduced to writing by the Disclosing Party, confirming in the writing that the information is confidential or proprietary, and such writing is transmitted to the Receiving Party within ten (10) days after the oral or visual disclosure of the information.

- 1. The Receiving Party Agrees:
 - a. To use the confidential information only for the purpose set forth above.
 - b. To treat the information as being confidential and to protect the information with no less standard of care than the Receiving Party uses to protect its own confidential information.
 - c. To restrict circulation and disclosure of the confidential information to its employees, directors, officers or attorneys who have a need to know in connection with the purpose of the disclosure as set forth above, and to ensure that such persons are informed of the confidential nature of such information.
 - d. To hold such confidential information in confidence, and not to disclose the confidential information to any other party without the written authorization of the Disclosing Party.
 - e. To return or destroy the confidential information promptly upon request of the Disclosing Party, or, in any event, upon termination or completion of this Agreement, together with any and all copies, negatives, or reproductions thereof. One copy may be retained for archival purposes.

2. The Disclosing Party acknowledges that Receiving Party shall not be liable for disclosure or use of the confidential information which:
 - a. Was in the public domain at the time of its disclosure or becomes part of the public domain subsequent to time of disclosure under this Agreement through no fault of the Receiving Party; or
 - b. Was known to the Receiving Party at the time of disclosure; or
 - c. Is disclosed with the written approval of the Disclosing Party; or
 - d. Is independently developed by the Receiving Party without the use of the confidential information; or
 - e. Is rightfully furnished to the Receiving Party by a third party; or
 - f. Is disclosed by the Disclosing Party to others on a non-restricted basis; or
 - g. Is disclosed as required by law or judicial action.
3. This Agreement shall come into force as of the date of signature of the last party to sign the Agreement and shall be for a term of one (1) year thereafter; provided, however, that either party upon thirty (30) days' written notice to the other party, may terminate this Agreement on an earlier date. The Receiving Party agrees that during the term of this Agreement and for a period of three (3) years after the earlier to occur of this Agreement's expiration or termination, the Receiving Party shall not disclose the Disclosing Party's confidential information in contravention to the requirements of this Agreement nor shall the Receiving Party use such confidential information for any purpose other than as permitted by this Agreement.
4. The Receiving Party agrees that all confidential information of the Disclosing party shall remain the property of the Disclosing party, and that the Disclosing Party may use such confidential information for any purpose without obligation to the Receiving Party. No license, express or implied, in the Disclosing Party's confidential information is granted to the Receiving Party other than to use the confidential information in the manner and to the extent authorized by this Agreement. Nothing in this Agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement at any time.
5. None of the confidential information which may be submitted and/or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or any rights of third persons.
6. This Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes it, plus any related supplemental documents and notices shall be construed in accordance with and governed by the laws of such state. In no event shall either party be entitled to indirect, punitive or consequential damages relating to this Agreement.
7. This Agreement constitutes and expresses the entire agreement and understanding between the parties as relates to the subject matter contained in this Agreement and supersedes any previous discussions,

promises, representations, and understandings relative thereto, if any.

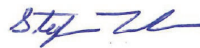
- 8. Nothing in this Agreement will prevent College from complying with the requirements of Chapter 119 and Section 1004.22(2) of the Florida Statutes regarding disclosure of public documents.
- 9. To the extent applicable each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws")."
- 10. The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to enter into this Agreement on behalf of their respective entity.
- 11. If either party loses or makes unauthorized disclosure of the other party's confidential information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
- 12. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party. This document contains the entire and exclusive agreement between the parties with respect to the subject matter hereof. Parole or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse may not be had to alleged dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Agreement. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision by that party. This Agreement may not be amended or modified except by a writing signed by both parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

In witness whereof, the duly authorized representative of each party has caused this Agreement to be duly executed on the dates set forth under their names, effective as of the date last signed below.

The District Board of Trustees of Broward College, Florida

Contracting Entity/Person**

By: _____
 Name: _____
 Title: _____
 Date: _____

By: 
 Name: Stephen Lenehan
 Title: Director
 Date: 12/11/23

Read and acknowledged:

By: _____
 Name: _____
 Title: _____
 Date: _____

BROWARD COLLEGE | **RFP-2023-058-OA**
PUBLIC ENTITY CRIMES STATEMENT | **ATTACHMENT G**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

The Proposal hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past thirty six (36) months; or (2) any listing of the Proposal or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3) (f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows

State Name of Convicted Applicant or Affiliate or N/A Here N/A, to the best knowledge of the signor

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

Address of Company: 420 Montgomery St, San Francisco, CA 94104

Signature for the Company: _____

Title of Person Signing for the Company: Director

Signature of Witness: 

Witness' Relationship to the Company: employee

BROWARD COLLEGE | **RFP-2023-058-OA**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT H**

State of Florida)

) ss.

County of Polk Beach County)

Stephen Lenehan being first duly sworn, deposes and says t

(5) (1) He/she is the
Representative responding to this RFP

(Owner, Partner, Officer, Representative or Agent)
of Wells Fargo Bank, N.A., the Proposer that has submitted
the attached proposal;

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Bid is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Non-Collusion Affidavit continued on next page...)

**BROWARD COLLEGE
VENDOR CONFLICT OF INTEREST FORM**

**RFP-2023-058-OA
ATTACHMENT I**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of the College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES or NO** To the knowledge of the signor

YES NO

If YES, please explain below:

PROPOSER'S COMPANY NAME: Wells Fargo Bank, N.A.

Print Name and Title: Stephen Lenehan Director

Signature: 

ADDENDUM No. 1

SOLICITATION No.: RFP-2023-058-OA
SOLICITATION TITLE: BANKING SERVICES
DATE: November 20, 2023

This addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled BANKING SERVICES (RFP-2023-058-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO SOLICITATION

1. CHANGE TO SOLICITATION DUE DATE

New Solicitation Due Date: Monday, December 18, 2023.

This change will delete the current solicitation due date of Thursday, November 30, 2023, and replace it with the new solicitation due date of Monday, December 18, 2023, in the following sections of the solicitation document: TITLE PAGE, SECTION 1 – REQUIRED RESPONSE FORM, SECTION 2.7 – TIMELINE, and ATTACHMENT J – PERFORMANCE EVALUATION SURVEY FORM (REFERENCES).

2. ATTACHMENTS

None.

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

Stephen Lenehan Stephen Lenehan
Signature and Print Name

Director
Title

Wells Fargo Bank, N.A.
Company Name

11/29/23
Date

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

ADDENDUM No. 2

SOLICITATION No.: RFP-2023-058-OA
SOLICITATION TITLE: BANKING SERVICES
DATE: November 28, 2023

This addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled BANKING SERVICES (RFP-2023-058-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO SOLICITATION

1. **REFER TO SECTION 2.4.1 – Required Banking Services of the RFP document.**

~~**DELETE:** Point of Purchase Check Conversion.~~

2. **REFER TO SECTION 4.5 – PRICE PROPOSAL of the RFP document.**

~~**DELETE:** Required Banking Services. Provide a price schedule for all required banking services stated in Section 2.4.1 using AFP Service Codes. Include any one-time or set-up charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in proposal. If prices are tier-based on volume, provide all price tiers. If pricing is based on alternative method, please provide methodology and associated pricing.~~

REPLACE WITH: Submit ATTACHMENT A2A – PRICE PROPOSAL FORM in accordance with SCOPE OF WORK described in ATTACHMENT A. Include under TAB 6 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.

Required Banking Services. Provide any additional price schedule for all required banking services stated in Section 2.4.1 using AFP Service Codes and not mentioned in ATTACHMENT A2A – PRICE PROPOSAL FORM and/or that proposer will offer. Also include in the additional price schedule, any one-time or set-up charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in the proposal.

If prices are tier-based on volume, provide all price tiers. If pricing is based on alternative method, please provide methodology and associated pricing.

3. **REFER TO ATTACHMENT A – SCOPE OF WORK - SECTION 2 – Merchant / Credit-Debit Services of the RFP document.**

~~**DELETE IN SECTION 2.1:** The College also processes point-of-purchase check conversion through merchant services.~~

SECTION 2.1 SHOULD READ: The College accepts credit cards at multiple physical locations and over the internet. The College accepts Visa, MasterCard, American Express, Discover, and debit cards. Currently, the College uses the bank's website to authorize and settle credit card transactions.

DELETE IN SECTION 2.2: ~~point of purchase check conversion.~~

SECTION 2.2 SHOULD READ: Point of sale swipe type of equipment for credit and debit cards transactions will be provided for use at the College by the bank/provider credit card service. Equipment must be able to perform on-line authorizations, electronic transmittal of deposits to the College’s primary account, receipt printing, check reading/imaging, and deposit detail printing. If the College already owns the proposed equipment, provider’s systems should be able to interface with the existing hardware.

DELETE IN SECTION 2.5: ~~MBS.Text software is used for the bookstores. The selected bank will need to interface with MBS.Text software.~~

SECTION 2.5 SHOULD READ: Payments are currently accepted in all forms (terminal, virtual terminal, gateway). Terminal VX570 is most commonly used. Recently, VX570IP was added. Some locations use IC Verify 4.0.4. Online gateways are currently Cybersource, Auth.Net and IC Verify.

4. REFER TO ATTACHMENT B – REQUIREMENTS MATRIX of the RFP document.

DELETE: The Excel file titled “Attachment B - Requirements Matrix - RFP-2023-058-OA”.

REPLACE WITH: The Excel file titled “Attachment B - Requirements Matrix - RFP-2023-058-OA - Revised”, included as attachment to this Addendum and available on DemandStar.

5. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP

Q1 Merchant Services Questions. Please provide annual card transaction and dollar volumes by Broward College location.

R1 Refer to ATTACHMENT A2B - MERCHANT STATEMENT ANALYSIS 07.2022-06.2023 and ATTACHMENT A2C - MERCHANT STATEMENT ANALYSIS 07.2022-06.2023 - AMEX included in this ADDENDUM 1.

Q2 Merchant Services Questions. What is/are the current processing solutions Broward College uses?

- If more than one – please identify any/all vendor or product name, version, etc.
- Do you have a plan to replace any of these due to obsolescence? Please identify in specific.
- Do you have any plan to replace any of these as part of this RFP process? Please identify in specific.
- Are there any specific features or user characteristics that Broward College requires from the solutions? Please identify in specific.
- Are there any specific features or user characteristics that Broward College users do not like or do not work? Please identify in specific.

R2

- FirstData FD130 Duo.
- Replace once end of life is determined or once no further updates are provided.
- Preferably all credit card machines to be replaced.
- Information not available at this time.
- None.

Q3 Merchant Services Questions. What database/ system does Broward College currently use?

R3 CID.

Q4 Merchant Services Questions. Are transactions/ customer data stored on this system?

R4 Yes.

Q5 Merchant Services Questions. What is the current processing methodology?

- **Mail Order/Telephone Order?**
- **Internet (Website with payment capabilities and/or Bill Presentment)?**
- **Retail – Terminal or POS where a swiped/chipped transaction occurs?**

- R5
- No.
 - Yes.
 - No.

Q6 Merchant Services Questions. Reporting Solutions – what are the current reports? Please provide samples/statements.

- **Daily, Weekly, Monthly**

- R6
- Chargeback report – Daily.
Dispute Notification – Daily.
Statement of Account – Monthly.

Q7 Merchant Services Questions. Are all transactions processed in US Dollars?

- **If not, please identify what specific currencies you need to process transactions?**

- R7
- Yes.

Q8 Merchant Services Questions. Are there any specific requirements/needs that Broward College currently use or recognizes as additional value to the organization, OR are there any “wish list” items - other than the items noted? If so, please identify.

- R8
- There are none at this time.

Q9 Merchant Services Questions. Section 2.3.1 states the College wants one contract for all “required banking services”, which includes Treasury Management and Merchant Services. Is the College aware that most providers of merchant services are third-party partnerships with banks and will require a separate contracts for the treasury management services and the merchant processing services? Is the College willing to accept proposals that will require separate contracts for these services?

- R9
- The College will not have a separate contract with different vendors for the required banking services.

Q10 General Banking Services Questions. Please elaborate on Scope of Work – Attachment A, 3.2: The proposer’s system must include the necessary software applications to enable the College to establish a data link with the prospective provider network. An internet-based solutions is preferred providing the ability to facilitate transfers remotely.

- R10
- The Proposer should use internet technologies for communication and data transfer. The data or information can be exchanged between the College and the prospective provider network without the need for physical presence.

Q11 General Banking Services Questions. What will the \$50 million ACH debit line be used for? Collections of what?

- R11
- Pay bill, transfer fund, and make supplier payments.

Q12 General Banking Services Questions. The summary of accounts (K1) has 4 bank accounts detailed. Exhibit K5 has 26 bank accounts detailed. What’s the purpose of the additional accounts on exhibit K5?

R12 They were used as location identifier. The College is considering phasing out the subaccounts.

Q13 General Banking Services Questions. Cash vault deposits. Is the cash vault currency/coin deposited per \$100 or \$1000?

R13 Deposited per \$1000.

Q14 General Banking Services Questions. General Banking Services 1.4 - Are the payment files sent to the bank include any P Card payments?

R14 No.

Q15 General Banking Services Questions. What is the make and model of your remote deposit machine?

R15 Currently the College is using Digital Check CheXpress CX30.

Q16 General Banking Services Questions. Is a five-year contract term a requirement?

R16 Yes.

Q17 Purchasing Card Questions. Please provide a breakout of the annual spend, number of cardholders and transactions for the following categories:

Answer:

- a. Travel & Entertainment –**
- b. Purchasing Card –**
- c. Virtual Card –**

R17 a. Currently the College has 343 Travel Card holders. The annual spend in FY2022-23 is \$1.28 million.
b. Currently the College has 352 Procurement Card holders. The annual spend in FY2022-23 is \$1.45 million.
c. Virtual Card – Not applicable.

Q18 Purchasing Card Questions. What ERP system(s) do you use?

R18 The College uses the Workday system.

Q19 Purchasing Card Questions. Does your organization utilize a third-party tool (such as Concur) for expense management? If so, please confirm the name of the vendor.

R19 No, the College does not utilize a third-party tool for expense management.

Q20 Purchasing Card Questions. What are the key areas of improvement you would like to see related to the T&E Card and P-card programs in place currently?

R20 There are none at this time.

Q21 Purchasing Card Questions. What is your current billing and payment cycle?

R21 The College billing and the payment cycle is monthly.

Q22 Purchasing Card Questions. Are you willing to share a vendor file?

R22 No, the College prefers not to disclose this information.

Q23 Purchasing Card Questions. Do you have a vision for the future of your card program? Ex. Adding a virtual card.

R23 Not at this time.

Q24 Purchasing Card Questions. What brand is your current card program? Ex. Visa, MasterCard.

R24 The brand of the College's current card program is Visa.

Q25 Purchasing Card Questions. What is your overall spend mix for Check, ACH, Wire and Card?

R25 Information not available at this time.

Q26 What Accounts Payable (AP) solutions does Broward College operate?

a. Please provide additional information on any AP software the college uses or requires for integration (i.e. invoice processing).

R26 The College only uses the Workday system.

Q27 Can the College please elaborate further on the supply needed by the college for straps and rolls?

a. How often are loose bills received and deposited?

b. Please provide the average frequency of cash deposits and change orders.

R27 a. Received daily, deposited weekly.

b. Cash deposits weekly and change orders quarterly.

Q28 Positive pay is an automated Treasury Management service. Is the College looking to enroll in Positive Pay over Controlled Disbursement as a fraud prevention tool?

R28 The College would consider this option.

Q29 ServisFirst Bank as one of the highest QPD ratings of 25% in Florida. As section 4.3 of Other Banking Services mentions that we must pledge 50%, will this affect our qualifications?

R29 Yes.

Q30 In addition to the Proposal Organization Format, are there additional requirements that the College would prefer to have the RFP formatted?

a. To streamline our processes, could you please provide original documents of the Request for Proposals?

R30 No additional requirements. All documents are available on DemandStar.

Q31 Can the College provide further information on the College's Purchasing Card volume?

a. Please feel free to include additional information in regard to Purchasing Cards.

R31 Refer to R17.

Q32 Full account reconciliation services have decreased in usage by overall commercial clients, and ServisFirst provides BAI file formatting for account reconciliation. Can the College provide additional comments on this requested service?

R32 The College is currently using electronic statements and Partial ARP services from Wells Fargo.

Q33 Can the College provide additional information and comments pertaining to the web processing mentioned in the meeting?

R33 The College uses web processing for ACH, wire transfer, and merchant transactions. The College would like to find out what other web processing services the proposers can offer.

Q34 Can we get analysis statements, one statement from your higher volume months, and one for a lower volume month?

R34 Information is not available at this time.

Q35 There is subaccounting in the pricing grid provided? What exactly are you using the subaccounting for? This solution is more of a receivables/reconciliation solution but sweeps funds to a main account similar to zba. These accounts don't offer any debits (ach and check are usually blocked) and the account number itself acts as a location identifier on the receivables. So I'm interested in knowing what the 21 locations are?

R35 Refer to R12.

Q36 Several of the systems the college is currently using are end of life and cannot be reprogrammed. Will the school be willing to update the Verifone devices?

R36 Yes.

Q37 Is IC Verify integrated into an ERP solution? If so, what other options does that ERP solution provide for credit card integration?

R37 No.

Q38 What system and provider is the College currently using to run electronic checks?

R38 The College does not process check transactions electronically.

Q39 Are there any known proprietary software/ERP solutions in place today at any of the locations?

R39 Currently a proprietary system referred to as CID is being used as the College's Student Information System.

Q40 For the commercial credit card/Purchasing card can we please get 3 months of statements?

R40 No, the College prefers not to disclose this information.

Q41 Will Broward College need supplies such as checks, deposit slips, endorsement stamps, etc.? If so, how many of each are needed on an annual basis? If deposit slips are needed, would you like single, duplicate or triplicate slips?

R41 Yes, deposit slips with duplicate slips - 1,200/year, endorsement stamps - 6.

Q42 We need a signed NDA before the SOC2 report can be shared.

R42 NDA can be signed with the awarded vendor. Proposer can include in reply a statement that SOC2 report will be available if awarded contract.

Q43 The term "Payment Management" refers to Paymode-X or IP?

R43 Information is not available at this time.

Q44 RFP Section Exhibit K6. RFP Page Number 74/75. What is the make and model number of the existing Desktop Deposit scanning device?

R44 Digital Check CheXpress CX30.

Q45 RFP Section Exhibit K6. RFP Page Number 74/75. It would appear that you are being billed for 21 Subaccount Maintenance charges. When comparing this to Exhibit K5, it would appear these

Subaccounts are no longer fully used. The total service charge for some of those accounts is \$0.00. Can you clarify if all 21 are used and for what purpose?

R45 Refer to R12.

Q46 RFP Section Section 2.4.2. RFP Page Number 5. For P-Card would the college like information about Virtual Card. If so, would the college be willing to provide a 12-month spend AP file for analysis? (a template can be sent upon request).

R46 Yes, the College is interested in receiving information about Virtual Card and is willing to provide an AP spend file for analysis in the future with the awarded vendor.

Q47 RFP Section Attachment A 2.1 & 2.2. RFP Page Number 35/37. Please describe the Point of Check Conversion solution, and process in use today.

R47 Refer to SECTION 1 of this ADDENDUM 1.

Q48 RFP Section Attachment A 2.5. RFP Page Number 35/37. How does the MBS Text Software solution integrate to the current provider today?

R48 Refer to SECTION 1 of this ADDENDUM 1.

Q49 RFP Section Attachment A 2.5. RFP Page Number 35/37. Are the Vx570 and Vx570IP Devices stand-alone devices? Or, do they integrate to a third party POS provider?

R49 Stand alone.

Q50 RFP Section Exhibit K6. RFP Page Number 74. What month does the current monthly average volume in exhibit K6 represent? Assuming there is seasonality, can the college provide annual volumes on a monthly basis?

R50 Information is not available at this time.

Q51 RFP Section Attachment A. RFP Page Number 34. What are all the systems and softwares the College would need the bank to interface? (ERP, Treasury Workstation, etc.).

R51 ERP System: Workday.
Student Information System: CID.

Q52 RFP Section Exhibit K2 – K3. RFP Page Number 67-69. Can the College provide the detailed, monthly Merchant Statements?

R52 Refer to R1.

Q53 RFP Section Attachment A 1.9. RFP Page Number 34. Can the College provide an estimate for the other routine banking services volumes? (endorsement stamps, locking bags, coin wrappers, bulk coin deposit bags, currency straps, and night deposit services).

R53 Only 6 endorsement stamps.

Q54 RFP Section Attachment A 1.10. RFP Page Number 34. Can the College provide volumes for the two-part deposit slips?

R54 Approximately 1600/year.

Q55 Will the College accept any edits or negotiation of the Section 7 General Conditions?

R55 No, changes can only be proposed to the resulting contract.

Q56 Need further direction on what is required by the College in “Litigation History” response Section 4.1.7. Seems broad.

R56 List any services related litigation history for the past five years.

Q57 It appears the College is open to negotiation of the “Sample Contract” with the chosen Proposer, such that mutually agreeable terms can be reached. Please confirm.

R57 Confirmed, to be discussed with the recommended Respondent during contract negotiations .

Q58 Responding financial institutions each have their own applicable form agreements, terms, and conditions for the banking services sought by the College. Please confirm whether the chosen institution’s existing agreements, terms, and conditions for its services will be incorporated into negotiations and the ultimate contract agreed to by the College and the chosen Proposer.

R58 Confirmed.

Q59 Please provide more information around the college’s student refund process:

- a. How does the College process student refunds today?
- b. What is the approximate number of student refunds processed via ACH vs. via paper check?
- c. What is the average dollar amount per check of the student refunds processed via paper check?

- R59
- a. The College partners with BankMobile to process 99% of all student refunds. Twice weekly our system generates a file with refund information for each student that is sent to BankMobile, followed by a Wire transfer with funds for the said refunds.
 - b. For Fiscal Year 2022-23, EFT Count: 71,947; Check Count: 507.
 - c. Average paper check amount: \$617.59.

4. ATTACHMENTS

- ATTACHMENT A2A - PRICE PROPOSAL FORM
- ATTACHMENT A2B - MERCHANT STATMENT ANALYSIS 07.2022-06.2023
- ATTACHMENT A2C - MERCHANT STATEMENT ANALYSIS 07.2022-06.2023 – AMEX
- ATTACHMENT B – REQUIREMENTS MATRIX – RFP-2023-058-OA - REVISED

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

Stephen Lenehan Stephen Lenehan

 Signature and Print Name

Director

 Title

Wells Fargo Bank, N.A.

 Company Name

11/29/23

 Date

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

Supplemental information

4 Access to local banking office. Institution must have an established bank branch office located in Broward County, Florida and within ten (10) miles of each of its locations OR the institution must provide, at the College's option, daily weekday deposit pick up and/or delivery service from any College location outside of the ten (10) miles requirement.

- Yes
 No

Yes. The following table includes the distance of our branches from each of the College's locations, as well as the deposit deadlines for bank credits on the same day of deposit for the branches, night depository locations, and deposit-enabled ATMs that are closest to you.

Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
A Hugh Adams Central Campus 3501 S.W. Davie Rd. Davie, FL 33314	DOWNTOWN DAVIE 4150 SW 64TH AVE. Davie, FL 33314	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.8 miles
Judson A. Samuels South Campus 7200 Pines Blvd. Pembroke Pines, FL 33024	PEMBROKE PINES NORTH 702 N. UNIVERSITY DR. Pembroke Pines, FL 33024	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.46 miles
Pines Center Academic Village 16957 Sheridan Street Pembroke Pines, FL 33331	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.18 miles
Miramar Town Center 2050 Civic Center Place Miramar, FL 33025	MIRAMAR SQUARE 12184 MIRAMAR PKWY. Miramar, FL 33025	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.52 miles
Tigertail Lake Center 580 Gulfstream Way Dania Beach, FL 33304	SHERIDAN 1600 SHERIDAN ST. Hollywood, FL 33020	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.54 miles

Your location	Branch	Branch deposit deadline (local time)*	Night deposit deadline (local time)*	ATM deposit deadline (local time)*	Distance
Broward College at the YMCA 1409 NW 6th St. Fort Lauderdale, FL 33311	BROWARD BOULEVARD/I-95 2510 W BROWARD BLVD STE 103 Fort Lauderdale, FL 33312	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.61 miles
North Campus 1000 Coconut Creek Blvd. Coconut Creek, FL 33066	MARGATE 400 N STATE ROAD 7 Margate, FL 33063	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.9 miles
Willis Holcombe Center 111 East Las Olas Blvd. Fort Lauderdale, FL 33301	LAS OLAS 350 E LAS OLAS BLVD. STE 100 Fort Lauderdale, FL 33301	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	0.37 miles
Weston Center 4205 Bonaventure Blvd. Weston, FL 33331	WESTON COMMONS 4511 WESTON RD. Weston, FL 33331	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.68 miles
Miramar West Center 1930 SW 145 Ave. Miramar, FL 33027	SILVER LAKES 17199 PINES BLVD. Pembroke Pines, FL 33027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	1.92 miles
Cypress Creek Administrative Center 6400 NW 6th Way Fort Lauderdale, FL 33309	EXECUTIVE AIRPORT 1700 W. COMMERCIAL BLVD. Fort Lauderdale, FL 33309	Mon - Fri : 09:00 AM - 05:00 PM	Mon - Fri : 05:00 PM	Mon - Fri : 09:00 PM	2.2 miles

* Please confirm your deposit deadlines with your treasury consultant, Jacqueline Kobialko. Our ATM and banking locations search tool at [wellsfargo.com/locator](https://www.wellsfargo.com/locator) provides street addresses, lobby hours, and ATM deposit cutoff times.

Cash vault

Different deadlines apply for cash only, check only, and mixed deposits of cash and checks. The following table lists our cutoff times for deposits and change orders, in local time at our Miami Cash Vault location.¹

Cash vault site	Deposit deadline			Order deadline	
	Cash-only	Check-only	Mixed	Touch tone	Online or Transmission
Miami	6:00 p.m.	4:00 p.m.	4:00 p.m.	11:00 a.m.	10:30 a.m.

39 Describe account statements with cut-off periods and delivery methods based on the College's needs.

With our Statements and Notices service, you can:

- Access our interactive Client Analysis statement, which compares your current monthly account information to the previous 12 months for analysis; this can help you spot trends and make more informed business decisions
- Set your default preferences to display your information on the various screens for each of the statements and notices supported
- Retrieve multiple or individual statements and notices in one request
- Receive notifications* by email or text through our Alerts service

* Legal disclosure notifications are not available.

Cutoff information

Monthly statements are available online for the current month and the previous 12 months.

The following table lists the mailing dates and online availability of statements and optional reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
Demand deposit account (DDA) statements	3 days	1 day
Full reconciliation statement (with or without positive pay)		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
Partial reconciliation statement (with positive pay)		
Month-end cutoff	6 days	4 days

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
Non-month-end cutoff	4 days	4 days
Partial reconciliation statement (without positive pay)		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day

You can access ARP statements and ARP reports in PDF format through our online reporting service.

The College can access commercial checking statements and client analysis statements in PDF through our online statements and notices service.

46 Can the bank accommodate pre-authorized outgoing wires? upon request of authorized College personnel and guarantee arrival in the same day for requests made before designated time? Describe process and propose best time available based on the College's needs.

- Yes
- No

Yes. The following table provides the opening and cutoff times in Eastern Standard Time by transfer type for same-day execution of initiated wires on U.S. accounts. The times apply for all wire initiation methods, including the internet, mobile service, file transmission, and telephone service.

Wire type	Opening time (ET)	Cutoff time (ET)
Fedwire	8:00 a.m.	6:15 p.m.
CHIPS	8:00 a.m.	5:00 p.m.
Drawdown request	8:00 a.m.	5:30 p.m.
SWIFT	8:00 a.m.	5:30 p.m.
Request for Funds Transfer (RFT)	8:00 a.m.	5:30 p.m.
U.S. Federal tax payments	8:00 a.m.	5:00 p.m.
Within Wells Fargo*	8:00 a.m.	8:00 p.m.

* Transactions within Wells Fargo are moving funds from one Wells Fargo account to another. You can originate these from all origination channels to all our available accounts.

48 Describe ACH services for both debit and credit transactions based on the College's needs. Include the methods of transmission, proposed cut-off times, lead time required for new

locations for direct deposits, including time for pre-notifications, pre-funding requirements with time requirements, and any security features related to processing direct deposits.

ACH file deadlines (Eastern Time)

Input method	Two-day settlement (day cycle)	Next-day settlement (night cycle)	Same-day book transfer (on us)*	Same-day settlement (transit)†
Direct origination	12:00 a.m.	9:00 p.m.	9:00 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
Consolidated payables file	8:30 p.m.	8:30 p.m.	8:30 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
Online	9:00 p.m.	9:00 p.m.	9:00 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.
ACH API	8:00 p.m.	8:00 p.m.	8:30 p.m.	9:00 a.m. 1:00 p.m. 3:00 p.m.

* Both the originating and receiving accounts must be Wells Fargo accounts. The \$1,000,000 transaction limit for Nacha's Same Day Rule does not apply to on-us transactions.

† Transactions for more than \$1,000,000 and international transactions (IAT) are not eligible for same-day settlement. Funds from incoming credits are available by 5:00 p.m. local time.

RFP disclosures

Treasury Management

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Broward College in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to Broward College's contractual requirements or to bind Wells Fargo to Broward College's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement.

Page_Section	Description
Pg. 4, Proposal certification; Pgs. 14-25, Item 3.18 Equitable Adjustment; Pg. 26, Contract Negotiations; Pg. 26, Item 6.2 Sample or Base Contract for Negotiations	Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COLLEGE in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COLLEGE's contractual requirements or to bind Wells Fargo to BROWARD COLLEGE's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement."
Pg. 9, Special Conditions, Item 3.1.1 Contract Renewal; Pg. 28, Item 3. Contract Extension	Wells Fargo submits that any extensions or renewals should be mutually agreed upon in writing by the parties.
Pg. 9, Award of Contract, Item 3.2.1 Additional Products and/or Services May Be Added or Deleted	Additional Products and/or Services May Be Added or Deleted as set forth in Wells Fargo's Service Agreements
Pg. 10, Item 3.3 Probationary Period	Termination rights are subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.
Pg. 11, Item 3.5 Termination/ Cancellation Cause; Pg. 43, Item 4. Termination for Default, Item 5. Termination for Convenience	Wells Fargo will perform its obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Wells Fargo's Service Documentation, which governs the accounts and services to be provided and has been included with Wells Fargo's response to this RFP.
Pg. 11, Item 3.7 Site Visits/Inspections	Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow

Page_Section

Description

<p>Pgs. 52-53, Information Security Affidavit</p>	<p>audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo’s policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.</p> <p>Wells Fargo allows visits to its non-depository facilities pursuant to the parameters of Wells Fargo’s own policies, standards, and procedures for customer information security risk assessments. In no event will the foregoing be interpreted or construed to constitute Proposer’s consent, commitment or agreement to provide the College or any of its regulators or any governmental entity with access or audit rights with respect to (1) Proposer’s data centers, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Proposer’s security practices.</p>
<p>Pgs. 12-13, Item 3.9 Insurance; Pgs. 47-48, Item 22. Insurance</p>	<p>Page 12 Section G: Please strike through the following language: “and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another “claims-made” policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three years after completion of contract work.”</p> <p>Page 19 Section 4.1.8 : Please strike through the following language:” Letter of Insurability Submit letter of insurability per coverage outlined in SECTION 3.9.Certificate of Insurance (COI) will not be considered in lieu of the letter of insurability in proposal submittal. Certificate of Insurance (COI) shall be provided only by awardee upon request within ten days of notification by the College.” Our standard practice is to furnish our clients with a COI as evidence of our comprehensive coverage. The COI is widely accepted as proof of our financial responsibility and ability to cover potential liabilities associated with our services.</p>
<p>Pg. 13 item 3.10 Pg.19 item 48 #24</p>	<p>As a federal chartered bank, Wells Fargo Bank NA is not required to obtain any business license per our regulator. However, in FL, licenses for the physical locations are obtained to comply with the local tax and zoning ordinances. I have provided the usual documents required in FL called the FL packet. This includes the FDIC Certificate, our certificate of corporate existence, our state of FL Sunbiz registration of our registered agent, and our reasons for not needing to have a fictitious name certificate.</p>
<p>Pg. 13, Item 3.11 Option to Extend to Other Governmental Entities</p>	<p>Wells Fargo’s right to negotiate all contract terms with all potential customers will not be affected or diminished by any language in this RFP, including language that purports to require the Bank to agree to extend contracts with one or more units of local government ahead of any contract award.</p>
<p>Pg. 13, Item 3.12 Conditions For Emergency / Hurricane Or Disaster (Force Majeure).; Pg. 32. Item 58. Force Majeure, Notice of Delay and no Damages Due to Delay; Pg. 45, Item 12. Force Majeure;</p>	<p>Termination rights are subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.</p>

Page_Section	Description
Pg. 13, Item 3.13 Selling, Transferring or Assigning Contracts; Pg. 45, Item 12. Assignment	Each party may assign the contract with the other party's consent, which consent will not be unreasonably withheld or delayed; provided, however, that Wells Fargo may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Wells Fargo.
Pg. 14, Item 3.15. Confidentiality	<p>The Bank will keep Confidential Information (meaning all non-public, confidential or proprietary information of Customer that is disclosed to Bank during the term of the Contract by Customer or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to Customer, including trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for Customer.) confidential, and will not disclose Confidential Information to any person or entity, except disclosures:</p> <ul style="list-style-type: none"> (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank; (b) to (i) Bank's Representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other professional advisors retained by Bank or its affiliates who need to know the Confidential Information for purposes of the Evaluation), and (ii) any rating agency of Bank, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Agreement; (c) required by law or legal process in the opinion of Bank's Representatives; <p>or</p> <ul style="list-style-type: none"> (d) otherwise authorized in writing by Customer. <p>In the event that Bank or any of its Representatives is, in the opinion of Bank's counsel, required by applicable law to disclose any Confidential Information, then Bank, unless prohibited by law, will provide notice of the legal process to Customer so that Customer, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.</p>
Pg. 14, Item 3.16. Warranty and Ability to Perform;	<p>"Wells Fargo Bank, N.A. is a subsidiary of Wells Fargo & Company ("WFC"), a corporation organized under the laws of Delaware. As with any large diversified financial institution in the highly regulated banking and securities field, Wells Fargo receives inquiries and subpoenas from regulators and law enforcement from time to time, some of which may be confidential in nature, and is subject to civil litigation. Wells Fargo responds regularly to inquiries and investigations by governmental entities and has in the past entered into settlements of some of those investigations, including those listed below. None have resulted in any material restrictions on Wells Fargo's ability to operate its businesses as related to the services and products addressed in our response to this RFP.</p> <ul style="list-style-type: none"> • During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. For additional information, see the press release at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales

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- On February 2, 2018, WFC entered into a consent order with the Board of Governors of the Federal Reserve System, relating to governance oversight and the company's compliance and operational risk management program. This consent order does not relate to new matters, but rather to prior issues including the 2016 sales practices matter. For additional information, see the press release at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-commits-satisfying-consent-order-federal>
- In April 2018, WFC entered into consent orders with the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency that address matters relating to WFC's compliance risk management program and issues regarding certain interest rate-lock extensions on home mortgages and collateral protection insurance placed on certain auto loans. For additional information, see the press release at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-enters-consent-orders-occ-and-cfpb>
- In August 2018, WFC announced that it entered into an agreement with the U.S. Department of Justice (DOJ) to resolve a previously disclosed investigation by the DOJ regarding claims related to certain 2005–07 residential mortgage-backed securities activities. For additional information, see the press release at <https://newsroom.wf.com/press-release/consumer-lending/wells-fargo-reaches-agreement-doj-resolve-legacy-rmbs-claims>
- On December 28, 2018, WFC entered into a settlement with all 50 state Attorneys General and the District of Columbia regarding previously disclosed retail sales practices, auto collateral protection insurance and guaranteed asset/auto protection, and mortgage interest rate lock matters. For additional information, see the press release at <https://newsroom.wf.com/press-release/community-banking-and-small-business/wells-fargo-reaches-agreement-state-attorneys>.
- On February 21, 2020, WFC entered into settlements with the U.S. Department of Justice and the U.S. Securities and Exchange Commission to resolve these agencies' investigations into Community Bank sales practices and related disclosures. For additional information, see the press release at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-reaches-settlements-resolve-outstanding-doj-and>
- On September 9, 2021, WFC announced that the Office of the Comptroller of the Currency issued an enforcement action against the company related to loss mitigation practices in the bank's Home Lending business, as well as a civil monetary penalty related to those loss mitigation practices and insufficient progress in addressing requirements under the OCC's April 2018 Compliance Risk Management and Customer Remediation consent order. For additional information, see the press release at Wells Fargo Newsroom - Wells Fargo Issues Statement on OCC Enforcement Action, Expiration of CFPB Consent Order ([wf.com](https://www.wellsfargo.com)).
- On September 27, 2021, Wells Fargo Bank, N.A. reached an agreement with the United States Attorney's Office for the Southern District of New York pursuant to which the Company paid \$37.5 million to the United States in order to resolve an investigation related to certain activities in the Company's foreign exchange business, including whether customers may have received pricing inconsistent with commitments made to those customers.
- On September 9, 2022, WFC and Wells Fargo Bank, N.A. reached an agreement with the Department of Labor whereby the Company agreed to pay approximately \$13.2 million to the Department of Labor and approximately \$131.8 million to eligible current and former Company 401(k) plan participants in order to resolve the Department of Labor's review. As part of the settlement with the Department of Labor, the Company also agreed to redeem certain preferred securities

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	<p>held by the Company's 401(k) plan in exchange for shares of the Company's common stock.</p> <ul style="list-style-type: none">On December 20, 2022, Wells Fargo Bank, N.A. entered into a consent order with the CFPB to resolve multiple issues related to automobile lending, consumer deposit accounts, and mortgage lending. The consent order requires, among other things, remediation to customers and the payment of a \$1.7 billion civil penalty to the CFPB. For additional information, see the press release at Wells Fargo Newsroom - Wells Fargo Enters into Agreement with CFPB to Resolve Multiple Issues (wf.com). <p>Many of the actions that Wells Fargo has taken in connection with these settlements are described at https://www.wellsfargo.com/assets/pdf/commitment/progress-report.pdf</p> <p>To the extent any litigation or regulatory matters are required to be reported, they are disclosed in WFC's SEC filings and are matters of public record:</p> <ul style="list-style-type: none">Copies of the Legal Proceedings sections from WFC's recent public filings and WFC's most recent periodic reports are available at https://www.wellsfargo.com/invest_relations/filingsWFC's Annual Reports are available at https://www.wellsfargo.com/invest_relations/annual <p>At this time, and to the best knowledge of the Wells Fargo representatives preparing this response, neither Wells Fargo Bank, N.A. nor WFC has been involved in any regulatory reviews or legal actions that would have a material adverse impact on Wells Fargo's ability to provide the services requested in this RFP.</p>
<p>Pg. 15, Item 3.21 Prohibition against Contracting with Scrutinized Companies</p>	<p>Statute 287.135 is too broad and we cannot certify unless you can schedule an exception. If you can schedule an exception, you can use Financial Crimes Legal's explanation below (with the highlighted language):</p> <p>Wells Fargo certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, in compliance with the requirements of subsection 287.135(5), F. S. In light of the decision in Odebrecht Construction v. Secretary of State (11th Cir.) (2011) and the subsequent permanent injunction issued by the U.S. District Court for the Southern District of Florida, Wells Fargo is not certifying with respect to having business operations in Cuba or Syria under Florida Statute § 287.135(5).</p>
<p>Pg. 15, Item 3.22 Indemnification; Pg. 30, Item 37. Liability, Insurance, Licenses And Permits; Pg. 31, Item 43. Indemnification; Pg. 42, Item 2. Indemnification;</p>	<p>During the term of this Agreement, Contractor will indemnify, defend and hold harmless the Customer and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all third-party losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Contractor or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Customer. In no event will Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based.</p>

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	Contractor's liability under this indemnity will be limited to an amount not to exceed 10 times Contractor fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Contractor fees were incurred in such month, Contractor fees incurred in the month in which the losses or damages were incurred).
Pg. 29, Item 21. Warranty	Wells Fargo warrants the services to be provided will be in accordance with Wells Fargo's Service Documentation, which governs the accounts and services to be provided.
Pg. 29, Item 24. Cancellation/Termination	Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.
Pg. 29, Item 40 Availability of Fuds:	Wells Fargo expects to be compensated for all services that it renders in conjunction with any contract arising out of the RFP.
Pg. 30, Item 29. Governing Law; Pg. 30, Item 31. Legal Requirements	Wells Fargo will perform its obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Wells Fargo's Service Documentation, which governs the accounts and services to be provided and has been included with Wells Fargo's response to this RFP.
Pg. 30, Item 30. Tort Immunity;	College is entitled to tort immunity to the extent required by law.
Pg. 30, Item 35. Patents/Intellectual Rights and Royalties; Pg. 42, Item 3. Indemnification For Infringement Of Any Intellectual Property Claims;	<p>(a) During the term of this Agreement, CONTRACTOR will indemnify, defend and hold harmless Broward College and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all third-party claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of CONTRACTOR or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party.</p> <p>(b) IP Indemnity During the term of this Agreement, CONTRACTOR will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, CONTRACTOR shall have no liability for such infringements or violations based on (i) any unauthorized alteration or modification of the materials or services by any party other than CONTRACTOR, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized by CONTRACTOR or reasonably intended for use with the materials or services, or (iv) CONTRACTOR's compliance with specific information or instructions provided to CONTRACTOR by any Indemnified Party.</p> <p>In no event will CONTRACTOR be liable under paragraph (a) or (b) above for any indirect, special, consequential or punitive damages, whether or not the likelihood of</p>

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	<p>such damages was known to CONTRACTOR, and regardless of the form of the claim or action or the legal theory on which it is based. CONTRACTOR's aggregate liability under paragraphs (a) and (b) above will be limited to an amount not to exceed 10 times CONTRACTOR fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no CONTRACTOR fees were incurred in such month, CONTRACTOR fees incurred in the month in which the losses or damages were incurred).</p> <p>If any Indemnified Party determines to seek indemnification from CONTRACTOR under paragraph (a) or (b) above, the Indemnified Party shall provide written notice of the suit, claim or action to CONTRACTOR as soon as practicable but in any event not later than ten (10) business days following the Indemnified Party's receipt of notice of such suit, claim or action. Said written notice shall specify in detail: (i) the facts constituting the basis for the allegations and (ii) if known, the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.</p> <p>In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party under paragraph (a) or (b) above, the Indemnified Party shall permit CONTRACTOR to assume and control the defense or settlement of such suit, claim or action at CONTRACTOR's expense. The Indemnified Parties and CONTRACTOR shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought under paragraph (a) or (b) above, and the records and employees of the Indemnified Parties shall be made reasonably available to CONTRACTOR with respect to such defense.</p>
<p>Pg. 30, Item 36. Disputes</p>	<p>Wells Fargo's Service Documentation which governs the accounts and services to be provided will need to be part of the final contract. Wells Fargo is willing to discuss the order of precedence of any of College's additional documents upon contract award.</p>
<p>Pg. 31, Item 42. Subcontracting and Assignment</p>	<p>Each party may assign the contract with the other party's consent, which consent will not be unreasonably withheld or delayed; provided, however, that Wells Fargo may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Wells Fargo.</p>
<p>Pg. 31 Item 47</p>	<p>We have a suggested edit for the first sentence of section 4.1.7- State whether any team member the Proposer has been involved in any services related material litigation, action or claim of projects of same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five years preceding the submission of this submittal.</p>
<p>Pg. 31, Item 51. Assignment of Antitrust Claims</p>	<p>Wells Fargo will not assign its antitrust claims.</p>
<p>Pg. 32, Item 53. Site Visits/Inspections</p>	<p>Wells Fargo allows visits to its non-depository facilities pursuant to the parameters of Wells Fargo's own policies, standards, and procedures for customer information security risk assessments. In no event will the foregoing be interpreted or construed to constitute Proposer's consent, commitment or agreement to provide the College or any of its regulators or any governmental entity with access or audit rights with respect to (1) Proposer's data centers, facilities, systems, networks or equipment; or (2) any</p>

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	<p>technology documentation, test or scan results, or any other artifact relating to Proposer's security practices.</p> <p>Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.</p>
<p>Pg. 32, Item 59. Dispute Resolution; Pg. 48, Item 26. Disputes</p>	<p>Wells Fargo's preferred dispute resolution forum is Arbitration, as outlined in the Wells Fargo Service Documentation. Please refer to Wells Fargo Service Documentation for Wells Fargo's dispute resolution provisions, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.</p>
<p>Pg. 32, Item 60. Employees, Subcontractors and Agents</p>	<p>Wells Fargo is proud of the experience and caliber of all its team members. While Wells Fargo may consider reasonable Customer requests to place, modify, or change key project team members, Wells Fargo necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. If the Customer reasonably determines, in good faith, that Wells Fargo has provided personnel that do not meet the requirements of this Agreement, the Customer will notify Wells Fargo and the Parties will promptly meet to discuss and attempt to resolve the Customer's concerns. Notwithstanding the above, Wells Fargo will staff the project with team members who, in its discretion, are appropriately experienced and qualified for the project's scope of work.</p> <p>Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo's services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to Broward College to be a subcontract for purposes of this Agreement.</p> <p>Vendor conducts a criminal background check on all employees at the time of hire. These pre-hire checks made after conditional job offers include a check against the FBI's National Criminal Information Center (NCIC) database, as well as the OFAC/SDN list. Section 19 of the Federal Deposit Insurance Act prohibits Vendor as a federally insured depository institution, from hiring or continuing the employment of persons who have criminal records involving dishonesty, breach of trust, money laundering, or the distribution, manufacturing, or trafficking in controlled substances. Under Section 19, disqualifying criminal records include convictions that have not otherwise been sealed or expunged, as well as entry into pre-trial diversion or similar programs with respect to such crimes. If a background check reveals a conviction for a covered criminal offense, then the person at issue is ineligible for employment with Vendor unless he or she has received a written waiver from the FDIC or the offense linked to the conviction</p>

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	<p>otherwise meets the FDIC’s de minimis criteria. Similarly, if Vendor subsequently learns that an employee has been convicted of a covered criminal offense, then it will terminate that person’s employment. Vendor also does not employ persons whom it determines may pose an unacceptable risk to the safety of its customers and employees, including persons convicted of certain serious crimes involving sex and/or violence. As such, all persons offered employment with Vendor must undergo a criminal background check. There are no exceptions to this requirement.</p> <p>Further, Vendor is proud of the experience and caliber of all its employees and has a robust recruiting and screening process in place to hire the best candidates for the job. While Vendor may consider the College’s reasonable requests to place, modify, or change key project employees, the company necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. Notwithstanding the above, Vendor will staff the project with employees who, in its discretion, are appropriately experienced and qualified for the project’s scope of work.</p>
<p>Pg. 33, Item 64. Public Records;</p>	<p>Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo’s policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.</p>
<p>Pg. 38, Item 4.3 Bank Collateralization of College Funds</p> <p>Line 73 – Public Funds Collateralization</p>	<p>Wells Fargo Bank, N.A is a qualify QPD and adheres to the “pooling” method of collateralization as stated under the FL Security for Public Act Chapter 280, 136,215, 218 and rules 6A-14.075 and 6A-14.0765 .</p> <ul style="list-style-type: none"> - Collateralization method for deposits in FL is a “Pooling” method of securing deposits. - We meet the criteria in securing the amount above the FDIC coverage set forth in Florida Statutes Chapter 280, the Security for Public Deposits Act. - The aggregate total of all governmental entity deposits above the FDIC coverage are secure under Florida Statute Chapter 280. - The Bank of NY Mellon is the safekeeping agent to hold collateral for the State Treasurer of FL account. - WF Tier assigned is at 50%. - We adhere to the acceptable collateral as stated under the FL Statute Chapter 280. - WF adhere to all reporting requirements as stated under the Florida statute reporting specifications to the State Treasurer.
<p>Pg. 38 item 4.8</p>	<p>Vendor is proud of the experience and caliber of all its employees and has a robust recruiting and screening process in place to hire the best candidates for the job. While Vendor may consider the College’s reasonable requests to place, modify, or change key project employees, the company necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. Notwithstanding the above, Vendor will staff the project with employees who, in its discretion, are appropriately experienced and qualified for the project’s scope of work.</p>
<p>Pg. 38, Item 4.9 Records Audit; Pg. 43, Item 6. Audit</p>	<p>Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo’s policies for the purpose of verifying the accuracy of</p>

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	amounts charged or compliance with contractual financial and record-keeping requirements.
Pgs. 44-45, Item 9. Public Records/Request for Contractor Records	Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.
Pg. 45, Item 10. No waiver of Sovereign Immunity	College is entitled to sovereign immunity to the extent expressly set forth in law.
Pg. 46, Item 17. Applicable Law/Venue	Wells Fargo is willing to negotiate an appropriate venue/jurisdiction provision, which would include allowing federal court as a venue/jurisdiction (for matters not otherwise subject to arbitration).
Pg. 46, Item 18. Vendor not to Limit Warranty	Neither Wells Fargo 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
Pg. 48, Item 23. Ownership of Work	Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.
Pg. 49, Item 28. Change in Personnel	Wells Fargo is proud of the experience and caliber of all its team members. While Wells Fargo may consider reasonable customer requests to place, modify, or change key project team members, Wells Fargo necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. If the customer reasonably determines, in good faith, that Wells Fargo has provided personnel that do not meet the requirements of this Agreement, the customer will notify Wells Fargo and the Parties will promptly meet to discuss and attempt to resolve the customer's concerns. Notwithstanding the above, Wells Fargo will staff the project with team members who, in its discretion, are appropriately experienced and qualified for the project's scope of work.
Pg. 49, Item 29. Background Checks	<p>Vendor is proud of the experience and caliber of all its employees and has a robust recruiting and screening process in place to hire the best candidates for the job. While Vendor may consider the College's reasonable requests to place, modify, or change key project employees, the company necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. Notwithstanding the above, Vendor will staff the project with employees who, in its discretion, are appropriately experienced and qualified for the project's scope of work.</p> <p>Vendor will not be providing on-site services. Nevertheless, Vendor conducts a criminal background check on all employees at the time of hire. These pre-hire checks made after conditional job offers include a check against the FBI's National Criminal</p>

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	<p>Information Center (NCIC) database, as well as the OFAC/SDN list. Section 19 of the Federal Deposit Insurance Act prohibits Vendor as a federally insured depository institution, from hiring or continuing the employment of persons who have criminal records involving dishonesty, breach of trust, money laundering, or the distribution, manufacturing, or trafficking in controlled substances. Under Section 19, disqualifying criminal records include convictions that have not otherwise been sealed or expunged, as well as entry into pre-trial diversion or similar programs with respect to such crimes. If a background check reveals a conviction for a covered criminal offense, then the person at issue is ineligible for employment with Vendor unless he or she has received a written waiver from the FDIC or the offense linked to the conviction otherwise meets the FDIC's de minimis criteria. Similarly, if Vendor subsequently learns that an employee has been convicted of a covered criminal offense, then it will terminate that person's employment. Vendor also does not employ persons whom it determines may pose an unacceptable risk to the safety of its customers and employees, including persons convicted of certain serious crimes involving sex and/or violence. As such, all persons offered employment with Vendor must undergo a criminal background check. There are no exceptions to this requirement.</p> <p>Vendor participates in the E-Verify federal work authorization program, has been enrolled in the program since November 28, 2006, and will continue to participate in the same; the company does not and will not knowingly employ a person who is not legally authorized to work in the United States. There is no subcontracting involved in the maintenance and administration of this Plan's work.</p>
<p>Pg. 50, Item 32. Stop Work Order</p>	<p>Termination rights are subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.</p>
<p>Pgs. 56-58, Non-Disclosure Agreement</p>	<p>Wells Fargo is responsible for its employees complying with the confidentiality provisions in the agreement(s) with Broward College but Wells Fargo does not believe additional confidentiality agreements will be necessary or feasible.</p>
<p>Pgs. 60 #4</p>	<p>Name: Wells Fargo Bank, National Association Address: If not using the address of the employee signing the RFP- our registered address is 101 North Phillips Avenue, Sioux Falls, SD 57104 To the best of our knowledge- there are no exceptions in regard to WFBNA, the BOD, and EOs of the Bank.</p>
<p>Pgs 30 Item 35 Pgs 57 item 5 Pgs. 48 #23</p>	<p>Pg. 30, item 35: Please be advised People can freely copy unpatented inventions and therefore we cannot indemnify the College:</p> <p>The respondent, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of infringement of the intellectual property rights of third parties in any copyrighted materials, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually. Understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.</p> <p>Pg. 48 item 23: If the Contract involves the In the event of any creation or development of works for the College under this contract that are entitled to intellectual property protection, such works shall be considered works made for hire and ownership shall vest</p>

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	<p>in the College.</p> <p>Pg. 57 item 5: None of the confidential information which may be submitted and/or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other. with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or any rights of third persons.</p>
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Wells Fargo Merchant Services

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Broward College (College) in connection with the merchant services products requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to College contractual requirements or to bind Wells Fargo to College contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the merchant services products requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

In addition to taking the specific exceptions noted below, please include the following clearly in the Bank's response:

"Our proposal is intended to be a description of the services we can provide in response to the requirements described in the request for proposal (RFP). If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our merchant services relationship with College. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to be binding on Wells Fargo Merchant Services by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations and the like required as part of an RFP response.

We are providing our Merchant Services Terms and Conditions and Operating Rules (together which may be referred to as a Program Guide), which we expect to become the final contract or to become part of the final contract between College and Wells Fargo Merchant Services if you choose us as your provider. These are available at www.wellsfargo.com/termscustom0822 and www.wellsfargo.com/operatingrules."

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RFP - Mark Confidential Disaster Recovery References - P. 38, Section 4.5 Confidentiality - P. 14, Section 3.15 Pricing - P. 14, Section 3.18; P. 22, Section 4.5 Procedures - P. 14, Section 3.15; P. 21, Section 4.4; P. 32, Section 59	While we understand the Client's desire to include this language, please refer to §11 of the Wells Fargo Merchant Services Terms and Conditions for the specific rights we retain with regards to confidential information (as permitted by applicable state laws), as well as your obligations related thereto.

Page_Section	Description
Security Measures/Procedures/etc - P. 14, Section 3.15, P. 31-32, Section 52, Section 60, P. 38, Section 4.7, P. 49, Section 27, P. 54, Security Affidavit	
RFP - P. 14, Section 3.18; P. 22, Section 4.5 Instructions to Proposers RFP - P. 4 Required response form P. 7, Section 2.5; P. 7-8, Section 2.8; P. 8, Section 2.9, 2.10; P. 9, Section 2.11; P. 11, Section 3.6; P. 15, Section 3.25; P. 17, Section 4 Contract Type (Firm) Fee Adjustments Pricing Sheet Amendment	<p>With respect to the merchant services, please understand that in addition to Wells Fargo Merchant Services' fees, the Card Organizations and other third-party fees will apply and may not be specifically outlined in the Wells Fargo Merchant Services Pricing Schedule/Cost Proposal. Such third party/Card Organization fees, are subject to change.</p>
RFP - P. 15, Section 3.19; P. 18, Section 4.1.7; P. 31, Section 47 Statement Regarding Responsibility and Compliance with Immigration and Anti-Boycott Laws (entire document) Settlement	<p>As with any large diversified financial institution in the highly regulated banking field, Wells Fargo receives inquiries and subpoenas from regulators and law enforcement from time to time, some of which may be confidential in nature, and is subject to civil litigation. Wells Fargo respond regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations. Any such settlements or litigation that would impact our ability to provide the services under this Agreement would be listed in our public filings. In addition, neither Wells Fargo Bank, N.A., nor Wells Fargo Merchant Services, LLC has been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any state or federal authority, within the past five years.</p> <p>In addition, Wells Fargo Merchant Services request to modify this paragraph as follows: "By the signature below, the signatory for the bidder certifies that, to the best of its knowledge, neither he nor the firm, corporation, partnership or institution... are true"</p>
RFP - P. 54, Section 4 - Information Security Affidavit	<p>As a federally regulated financial institution, Wells Fargo is required to perform background check on its employees.</p>
RFP - P. 43, Sections 4, 5; P. 47, Sections 21, 22	<p>Wells Fargo Merchant Services' response is based on the expectation that you will receive services for a five (5) year term. Your termination rights are as set forth in Section 14.4 of the Wells Fargo Merchant Terms and Conditions.</p>

Page_Section	Description
RFP - P. 45, Section 14	<p>While we understand the Customer’s desire to include this provision, Wells Fargo Merchant Services must maintain the right to pass-down certain fees and obligations for which, as the merchant, College is responsible. Wells Fargo Merchant Services request to have this provision deleted in its entirety, or at the very least modified with the addition of the following:</p> <p>“Except as allowed in the Wells Fargo Merchant Terms and Conditions including but not limited to Sections 3, 5 and 22.12 or to comply with applicable law or the Card Organizations Rules, changes to this contract may only be modified by mutual agreement of the parties.”</p>
RFP - Pp. 60-61 - Attachment H	<p>Wells Fargo Merchant Services request to modify this paragraph as follows:</p> <p>“By the signature below, the signatory for the bidder certifies that, to the best of its knowledge, neither he nor the firm, corporation, partnership or institution state the following:...”</p>
RFP - Pp. 53-54 - Attachment E	<p>If awarded the bid, we request the opportunity to discuss and negotiate this provision.</p>
RFP - P. 43, Section 6	<p>If awarded the bid, we request the opportunity to understand, discuss and negotiate this section of the Agreement.</p>
RFP - P. 15, Section 3.22	<p>While we understand College's desire to include this provision, should we be selected as the winning bidder, Wells Fargo Merchant Services would anticipate negotiating mutually agreed upon indemnification rights and obligations. Wells Fargo Merchants Services offers the following as its requested language as the starting point for negotiations:</p> <p>“17.1 You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses arising from or related to:</p> <ul style="list-style-type: none"> (a) the inaccuracy or untruthfulness of any representation or warranty, any breach, or any misrepresentation by you under the Agreement; (b) your or your employees’ or agents’ negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services; or (d) any third party indemnifications we are obligated to make as a result of your actions. <p>17.2 We will indemnify you and hold you harmless from and against all losses, liabilities, damages and expenses resulting from:</p> <ul style="list-style-type: none"> (a) any breach or misrepresentation by us under the Agreement; or (b) our or our employees’ gross negligence or willful misconduct in connection with the Agreement. <p>17.3 The indemnification obligation in Section 17.2 will not apply to Bank with respect to Non-Bank Services.”</p>
RFP - P. 30, Section 41 - Government public entities (Others can join contract)	<p>With respect to the merchant services, any new department/agency will be subject to Wells Fargo Merchant Services credit review and approval and execution of either a separate agreement or a participation agreement.</p>
RFP - P. 32, Section 53; P. 11, Section 3.7	<p>If awarded the bid, we request the opportunity to discuss and negotiate this provision and any inspections shall be mutually agreed upon in advance.</p>
RFP - P. 14, Section 3.16; P. 29, Section 21; P. 34, Section 66	<p>While we understand College's desire to include this provision, upon award of this bid, we request the opportunity to negotiate this provision. Generally, we disclaim certain warranties as set forth in §9.2 of the Wells Fargo Merchant Services Terms and Conditions.</p>

Page_Section**Description**

RFP - P. 32, Section 60; P. 49, Section 28; P. 19, Section 4.2.2 - Employees

Please note Wells Fargo reserves the right to make all hiring and termination decisions related to its own employees and on its own behalf.

Commercial Account Agreement

Effective July 2023

Contents

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Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
 - The pricing information and other account-related information
 - Our privacy policy
 - Our rate sheets for interest-bearing accounts
 - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third-party until we have confirmed that your account is available to process transactions.

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

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

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative available balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state 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 signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® Banking or Wells Fargo VantageSM platform f/k/a Commercial Electronic Office® (CEO®), as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or Vantage, as applicable, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

- **Address change requests you make:** You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.
- **Address changes we make:** We may update your listed address without a request from you if we:
 - Receive an address change notice from the U.S. Postal Service,
 - Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
 - Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

- Examine your account statements and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified time frames.

Funds transfers are subject to different time periods for notification of errors, as described in the "Fund transfer services" part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Instant Payments.

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

- Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.
- Reconcile statements for your account as you receive them; notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.
- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times.
- Notify us promptly when a signer's authority ends so that the signer's name can be deleted from our records for your account, and online access or any cards that we have issued to the signer can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third-party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third-party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts (*CDs*)

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time), such as pre-authorized transfers, payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online[®] Banking or Vantage, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. Ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time.

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2(j).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third-party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,

- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney's fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we may disclose to you.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to 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, respectively, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

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

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are

required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

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

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

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

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

What is your collection schedule?

Our collection schedule describes when deposits of items that satisfy certain criteria will be considered collected. A fee may be charged in connection with your use of uncollected funds as permitted by us. The then-current rate will appear on the monthly client analysis statement for your account. We may change our collection schedule from time to time without prior notice to you.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

1. We determine the available balance in your account (as described above) that we can use to pay your transactions.

2. We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.

- **Deposits.** We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.
- **"Must-pay" transactions.** A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same date and time will be sorted and paid from lowest to highest dollar amount.
- **Checks and certain ACH payments.** Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third-party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same date and time will be sorted and paid from lowest to highest dollar amount.

3. If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.

- This is our standard overdraft coverage (see more information below). Items paid into overdraft are subject to applicable overdraft fees.

Important Note: When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole

discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over \$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry

on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third-party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third-party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does interest begin accruing on a deposit?

Interest begins accruing on a cash deposit on the same business day the deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is \$100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity and, unless we notify you otherwise:

- Typically for a similar term ; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount.

Note: For terms less than 30 days, your time account will not automatically renew and will not earn interest unless you contact us to renew. Balances of less than \$1.00 will not earn interest. At our discretion, we may redeem and close your time account if its balance falls below \$1.00.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," "sender," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, (collectively, Rules), including Fedwire, FedNow, the National Automated Clearing House Association (Nacha) or any regional association (together, ACH), the Electronic Check Clearing House Organization, the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and The Clearing House RTP System (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you in accordance with the Rules applicable to ACH.

Stop payment orders on ACH debit entries

An "ACH debit entry" is an instruction from us or a third-party originator to withdraw money from your account through ACH. You may request a stop payment order for an ACH debit entry that has not already been paid from your account. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:

- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this ACH sender.

Reversal or return of ACH debit entries

Under the Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday). If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving Instant Payments

For purposes of this Agreement, an "Instant Payment" is a payment we receive through an instant payments network for credit to your account. The following additional terms apply to any Instant Payment we receive for credit to your account through an Instant Payments network.

- Instant Payments may be used only for eligible payments between a sender and beneficiary with accounts located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. Instant Payments that are permitted under the Instant Payment Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- Instant Payments cannot be cancelled or amended by the sender. If we receive a request for return of an Instant Payment received for credit to your account, we may notify you of that request. You are not obligated under the Rules to comply with any such request for return of funds, but you will reasonably cooperate with us if we request your assistance in connection with a reported unauthorized or erroneous Instant Payment. Any dispute between you and the sender of an Instant Payment should be resolved between you and the sender.
- If you do not wish to accept an Instant Payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- Instant Payments are typically completed within seconds of transmission of the payment by the sender, unless the payment fails or is delayed due to a review by us or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the applicable Instant Payments network or sending bank may also prevent Instant Payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.

You may elect to use Wells Fargo's *Stagecoach Deposit*® Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third-party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the Rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection

This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough available funds in your checking account. When an Overdraft Protection transfer occurs from a linked savings account to cover the authorization or payment of a transaction, the available balance in that savings account will be reduced by the amount of funds to be transferred. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is \$25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of \$25. If the available balance in your savings account is less than either \$25 or the amount needed, we will transfer the available balance.
- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is \$25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of \$25. If the available credit in your credit card account is less than either \$25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit are generally made in increments of \$100 or \$300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service

Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough available funds in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. If your account is enrolled in this service, we may approve your ATM and everyday (one-time) debit card transactions into overdraft at our discretion, and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions using your account and routing number, and recurring transactions (for example, ACH payments or recurring debit card transactions such as utility payments and subscription services) We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If your account is not enrolled in Debit Card Overdraft Service and there is not enough available funds in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined.; and if an ATM or everyday debit card transaction creates a negative balance during posting, you will not be assessed an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we

may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.

Wells Fargo's standard overdraft coverage

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks, other transactions using your account number, or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. Under standard overdraft coverage, we will not authorize ATM and everyday (one-time) debit card transactions into overdraft unless your account is enrolled in Debit Card Overdraft Service as described above. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

When you don't have a sufficient available balance in your account (or in accounts linked for Overdraft Protection), the decision to authorize or pay a transaction into overdraft is made at our sole discretion, and we reserve the right to decline or return a transaction that would result in an overdraft. We reserve this discretion regardless of whether we've previously honored or dishonored overdrafts. We base our decision to authorize or pay a transaction into overdraft on factors that include, but are not limited to, your account history, deposits you make, and transaction characteristics.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough available funds in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and other returnable items (such as ACH payments) unpaid.
- We will not authorize certain transactions such as teller-cashed checks and recurring debit card transactions into overdraft.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

With or without standard overdraft coverage, certain transactions (such as checks cashed at Wells Fargo) may be paid into overdraft during our nightly processing and charged an overdraft fee even if they were authorized when your account had a sufficient available balance.

Important information about fees:

An overdraft fee may be assessed for each item paid into overdraft subject to the following:

- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions if your account is not enrolled in Debit Card Overdraft Service. With or without Debit Card Overdraft Service, overdraft fees are applicable to recurring debit card transactions that are paid into overdraft. The classification of a debit card transaction as recurring or non-recurring is determined by merchant, other institutions, or third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us.
- ATM withdrawals and debit card transactions that were authorized when your account had a sufficient available balance, but are subsequently presented to us for payment and paid into overdraft when you no longer have a sufficient available balance, will not be assessed an overdraft fee (whether or not you are enrolled in Debit Card Overdraft Service).
- Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.



Treasury Management Product Enrollment

Customer information

Customer name _____ Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]) Users Set-up

User name	User email	User ID (if existing)

Select one or more Vantage products for the user(s) listed above:

Treasury Management products **not** in Administration:

- Autolink
- Cash Vault - Change Orders
- Cash Vault - Deposit Inquiry
- Electronic Document Delivery
- Receivables Manager
- Sweep and Fed Funds – Statements and Confirmation
- Bill Manager
- Cash Vault - Change Order Inquiry
- Cash Vault - Supply Order
- Integrated Receivables
- Reverse Positive Pay
- Wells Fargo Business Online

Treasury Management Products in Administration:

- ACH Payments¹ User
- ACH Fraud Filter
- ARP Register Maintenance
- Canadian Treasury Services
- Centralized Disbursements
- Claims Payments
- Desktop Deposit
- Fed Funds
- Image Positive Pay
- ACH Payments¹ Administrator
- Alerts
- Basic Banking
- Cash Concentration
- Centralized Disbursements - Clients
- Deposit Maintenance
- E-Box Decisioning
- Image
- Item Detail Inquiry Service

- | | |
|--|---|
| <input type="checkbox"/> Lockbox | <input type="checkbox"/> Lockbox Correspondence |
| <input type="checkbox"/> Payment Manager Online | <input type="checkbox"/> Payment Manager File Validation Tool |
| <input type="checkbox"/> Returned Items | <input type="checkbox"/> SAFE Transmission |
| <input type="checkbox"/> Statements and Notices ² | <input type="checkbox"/> Supplier Payments |
| <input type="checkbox"/> Transaction Search | <input type="checkbox"/> Treasury Information Reporting |
| <input type="checkbox"/> WellsTAX®. | |

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access to the high-level product in the Vantage and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
2 Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only

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

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator name	_____	Phone number	_____
Street Address (tokens cannot be shipped to post office boxes):	_____	City	_____
		State	ZIP
		_____	_____

For new users

- **New token:** To order a token for the first time for a user.
- **Assign token:** To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- **Replace token:** To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- **Assign token:** To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- **Un-assign token:** To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- **Delete token:** To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User Name # 1 _____	User ID (for existing Vantage users) _____
Token Serial #* _____	ACH Payments Admin <input type="checkbox"/> Yes <input type="checkbox"/> No
New User	<input type="checkbox"/> New token <input type="checkbox"/> Assign token*
Existing User (Select one box only)	<input type="checkbox"/> Replace token <input type="checkbox"/> Assign token* <input type="checkbox"/> Un-Assign token* <input type="checkbox"/> Delete token*

Vantage Administration Set-up

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

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

Company Administrator - Complete applicable fields.

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

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

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

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Vantage platform services.

Administrator #1 Detailed Setup - Complete applicable fields

Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

User Maintenance Administrator Maintenance Reset Password

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

All Users Specific Users

List User names or User IDs _____

If granting User Maintenance which Vantage Services can the user administer?

All Vantage Services Specific Vantage Services

Vantage Services: _____

If granting User Maintenance which Accounts can the user administer?

All Accounts Specific Accounts

Accounts: _____

If granting User Maintenance which ACH IDs can the user administer?

- All ACH IDs Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

- All Divisions Specific Divisions

List Divisions that can be administered.

Company Administration Options

- Manage User Defined Lists
 All User List Specific User List:

Specify User List(s) that can be administered.

- All Account List Specific Account List:

Specify Account List(s) that can be administered.

- Manage Company Dual Custody settings Manage Account nicknames Manage ACH Custom names
 Access to Administration Reports Manage tokens

Company Service Options

- Manage Company Alerts settings Manage Company Statement & Notices settings
 Manage Company Wires settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard Vantage Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

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

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

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

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

Product	Custody setting
---------	-----------------

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

Product	Custody setting	
Transaction Search	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Treasury Information Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Warehouse Lending Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WFED SM - Wells Fargo Electronic Deposit SM	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Capital Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsOne [®] Virtual Card Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsTAX Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Fargo Business Online [®]	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration settings	Custody settings	
Add/Edit User	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Password reset	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Hide Secret Question and Answer	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires limits and authorizations	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit Company preferences	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

Wires Set-up

New Change

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

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
\$ _____	<input type="text"/>	<input type="checkbox"/> Shared (Default) <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="checkbox"/> Yes <input type="checkbox"/> No (Default)	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No
Additional Approver Limits (Optional)		
<input type="checkbox"/> Wires \$ _____	<input type="checkbox"/> Book Transfer \$ _____	<input type="checkbox"/> Drawdown \$ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1)
Wire Transfers (Domestic, International, and Federal Tax Payment)	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Drawdown	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Book Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform	N/A - No Change	N/A - No Change
Template Maintenance	Not Applicable	N/A - No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

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

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit
Wire Transfers				
Drawdown				
Book Transfer				
Template Maintenance	-----	-----	-----	-----

User # 1 Information - Complete all fields

User name _____ User ID (if Vantage user) _____

User Settings

(For new and existing Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required).

Get rate			File Import			
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Services	Type Allowed	Individual Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/Delete Limit
Wire Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Book Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Drawdowns	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					

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

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

Voice Wires Set-up

Type of request: New Update existing information Delete existing information

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

- 1) _____ 2) _____ 3) _____
 G/L DDA G/L DDA G/L DDA

Advice information (additional fees apply for these services)

For fax or email notification on intraday wire activity use the InfoFax setup form.

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

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

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

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

Authorized callers First and Last name	\$ Limit	Phone number including area code	Initiation type
			<input type="checkbox"/> R <input type="checkbox"/> B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

DDA AU and G/L _____

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

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

Authorized Approvers First and Last name	\$ Limit	Phone number including area code

Payment Authorization Service

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

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

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

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

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

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

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

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

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: Add service Change amount Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: Add service Delete service

Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, or Sweep services the following Customer Entities:

<u>Customer Legal Entity name(s)</u>	<u>Entity ID type</u>	<u>Entity ID</u>
	Select One	

Designation of Wells Fargo Stagecoach Sweep® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Vantage, facsimile, and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep Preferred* Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep Fed Funds Purchased and Sold Agreement* Option. (Correspondent Bank only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Money Market Mutual Fund Sweep

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

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

Add Change

Target Balance: _____

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

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

Add Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Obligor # (if applicable): _____

Loan # (Obligation): _____

Credit Sweep - Syndicated

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Facility Control Number (FCN): _____

Wire Transfer Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage")

(Vantage) Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through the Vantage platform in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

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

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager[®]

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated through the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM[®] Connect:Direct[®] with Secure Plus+

Secure Plus+ is an add-on to Connect:Direct[®] to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct[®] is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

- i. **Telephone Verification Service.** If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

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

Wells Fargo VantageSM ("Vantage") Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended Vantage security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

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

When you decline to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with and recognize the risks and losses that may materialize from, your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

Wells Fargo VantageSM ("Vantage") – Single Custody

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

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct[®] is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT[®] FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Wells Fargo Gateway (API)[®]

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

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

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

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct[®] is a registered trademark of Sterling Commerce, Inc. an IBM company.

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

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Third Party Service Provider

If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Instant Payments Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for Instant Payments are:

Wells Fargo VantageSM ("Vantage")

Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the Vantage security procedures to authenticate each Payment Order received through Vantage in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody with Secure Validation

Vantage is Bank's electronic banking platform that is accessed through the Internet. The Vantage security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended Vantage security procedures include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk Instant Payments activities. Instead, a single-use code is sent to an enrolled telephone number to confirm high-risk Instant Payments activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

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

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Wells Fargo Gateway (API)®

Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute Instant Payments Orders and Instant Payments Messages on your behalf, and (ii) receive periodic updates from us as we process Instant Payments Orders and Instant Payments Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Instant Payments Orders and Instant Payments Messages and receive periodic updates through the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Wells Fargo VantageSM ("Vantage")

Wells Fargo VantageSM ("Vantage") is our electronic banking platform that is accessed through the internet. The Vantage security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided through text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

AR File Outbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

EDD, Electronic Document Delivery Set-up - For Company and Customer (Biller) ID

Type of request	Customer (Biller) ID <i>(must be associated with the Vantage Company ID)</i>	Vantage User name	Vantage User ID	Role (select one)
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Customer Approval - (Authorized Signature Required)

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

Printed name of Authorized Signer

Phone

Signature

Date

Voice Wire only - Submitter information and instructions Internal Bank use only

Submitter name

Submitter phone

Submitter email

Submitter fax

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.

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 Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]). Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. **Confidentiality of Security Procedure and Authentication devices/passwords.** Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer name(s):

Printed Name of Authorized Representative
Signature
Date

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

- 5. Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
- 6. Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
- 7. Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,
- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

- a. **Description of Vantage.** Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. **Access to Vantage.** When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. **Administration of Vantage.** We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
 - i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,

- (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
- (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
 - i. Does not comply with any term applicable to Vantage,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less

than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.

- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

Electronic Receivables Service Description

Treasury Management Services

Introduction

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

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

- E-Bill Express service
- E-Box® service
- Integrated Receivables
- Receivables Manager service

The Service Documentation includes:

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

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our 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 Service.** With this Service:
 - a. You can make electronic bills available to your Customers through the Website,
 - b. Customers make payments to you through the Website and other Payment Channels (see section 2) and using the Payment Methods (see section 3) offered in connection with the Service,
 - c. We credit the Customer payments to your Account, and
 - d. We offer electronic reporting options relating to your bills and your Customers' payments received through the Service (see section 4).

The specific features for the Service we will provide you, are detailed in the Statement of Work (SOW) to which you and we agree separately.

2. **Payment Channels.** The "Payment Channels" we offer to you are detailed in our User Guide for the Service and include the Website, telephone and an optional Interactive Voice Response (IVR) Payment Channel.
 - a. We maintain the Website through which Customers may make payments to you.
 - b. With the telephone Payment Channel, a Customer arranges for a payment by calling you at a telephone number you maintain. For all Customer payments made through the telephone Payment Channel, you are required to enter information about the payment at the administrative portal for the Service.
 - c. With the IVR Payment Channel, we maintain a specific toll-free number for you and custom to you branded greeting and prompts.
3. **Payment Methods.** The "Payment Methods" you may make available to Customers are detailed in our User Guide for the Service and include debit and credit cards and electronic payments through ACH.
 - a. If you will accept debit and credit card payments, the Service Documentation includes the Merchant Payment Solutions Service Description.
 - b. For ACH payments, the Service Documentation includes the ACH and Related Services Service Description. In the event of a conflict, this Service Description will control over the ACH and Related Services Service Description.
 - c. We may withdraw a Payment Method available for the Service at any time.
4. **Information reporting.** We make information and reporting about your bills and Customers' payments available to you through the administrative portal on the Website or automated transmission file.
5. **Verification.** We will not verify the accuracy of your bills or your Customers' payment amounts made through any Payment Channel.
6. **Your privacy policy.** You will provide us with any URL(s) you host for our use at the Website. The URLs you provide will direct Customers to your then-current privacy policy and terms of use. You will maintain current versions of your privacy policy and terms of use.
7. **Licensed Marks.** You grant to us a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. We will not modify a Licensed Mark without your prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 of the Master Agreement. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, we will discontinue use of all Licensed Marks.
8. **Representations and warranties.** You represent and warrant to us that:
 - a. You will issue each bill only for products or services actually provided to the billed Customer and will retain each bill for a minimum of one year from the date of the bill,
 - b. The billed amount will be the actual amount charged to the billed Customer for such products or services,
 - c. You are the sole owner of each URL you provide to us pursuant to Section 7 and each Licensed Mark,
 - d. You will maintain current versions of your privacy policy and terms of use at the URLs provided to us, and
 - e. You have received a copy of Federal Reserve Board Regulation E and will comply with it at all times.
9. **Survival.** Section 8 will survive termination of the Service.

E-Box[®] service

1. **Description of service.** With this Service:
 - a. We provide you with information about payments your Customers make to you ("Remittance Information") through online bill payment services and other payment channels described in our User Guide for the Service,
 - b. We process Customer payments for credit to your Account, and

- c. We provide information reporting ("Remittance File") on your Payments through our separate Receivables Manager Service. The specific processing services we will provide to you are detailed in the BRD to which you and us agree to separately.
- 2. **Research and decisioning.** We will make available to you a decisioning tool where you can view all payments, make decisions on exception items, perform payment research, and return payments.
- 3. **Unfunded payments.** We will process Payments for which we have received Remittance Information but not funding in accordance with the BRD.
- 4. **Account credit.** Each Business Day, we will credit your Account for Funded Payments through a consolidated ACH credit Entry. We originate each credit Entry in accordance with the ACH Rules.
- 5. **Service requirement.** In order to enroll in the Service, you will also have to enroll in our Receivables Manager Service.

Integrated Receivables service

- 1. **Description of Service.** With this information reporting Service, we apply programmatic rules and logic, configured with your input, to create and transmit to you electronic files (each, a "Posting File") containing the details of matches between credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to your eligible Wells Fargo deposit accounts enrolled in the Service (each, an "Account") and the open accounts receivables details you have provided to us in electronic files (each, an "Open Receivables File").
- 2. **Automatic matching.** We apply programmatic rules and logic, configured with your input, to match credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to information you send to us relating to Payments and your accounts receivables details to identify sets of matching Payments and accounts receivables details in the steps described in this section.
 - a. **Re-association.** We analyze data elements pertinent to electronic Payments credited to your Accounts to associate such Payments with their respective remittance information (information from your payer describing the accounts receivable record for which a payment is being made, such as one or more invoice numbers) that you separately provide to us in a "Remittance File" or is provided in an e-mailed advice by your customers in accordance with the protocol to which you and we agree. Each such match is a "Re-associated Payment".
 - b. **Invoice matching.** We automatically match Payments and Remittance Details with Accounts Receivable records you separately report to us in your Open Receivables File. Each such match is a "Validated Payment".
 - i. **Checks.** For check Payments credited to your Accounts that we receive through a lockbox we maintain for you, we extract remittance information from Remittance Materials (as defined in the Lockbox Service Description) and use it to the extent reasonable to create Validated Payments.
 - ii. **Addenda Records.** For electronic Payments that include remittance information embedded within the electronic payment instruction for such Payments ("Addenda Records"), we use such Addenda Records to the extent reasonable to create Validated Payments.
 - iii. **Re-associated Payments.** We use the remittance information associated with Payments in the Re-association step described in 2.a above to the extent reasonable to create Validated Payments.
- 3. **Manual matching.** Each credit to your Accounts for which we are not able to create a Re-associated Payment or a Validated Payment through the Service is an "Exception". You may view Exceptions in our CEO portal in accordance with its applicable terms and conditions.
 - a. **Review.** In CEO, we will display details of Exceptions and items described in your Remittance Files and Open Receivables Files that, as of the time of viewing, have not been included as components of Matched Payments in any Posting File we have previously made available to you.

- b. **Match items.** Using the CEO interface, you may create additional Validated Payments by manually matching the Exceptions with open accounts receivables details displayed in CEO.
4. **Posting Files.** You may configure the Service to automatically generate and transmit Posting Files in accordance with the frequency to which you and we separately agree. Each Posting File is an electronic document setting out certain pre-determined data elements pertaining to each Validated Payment (including manually Validated Payments) that, as of the time of generation, has not been included in any previous Posting File we created for you. We will transmit each Posting File in accordance with your configuration preferences and the pre-determined transmission protocol to which you and we agree.
5. **Payment dates.** For purposes of the Service, the date of each Payment is the Business Day on which we receive the Payment.
6. **Files transmitted to us.** You will transmit your Remittance File and Open Receivables File to us in accordance with the pre-determined file format and transmission specifications to which you and we separately agree. You are responsible for ensuring that, with respect to each item in each file, you include information we can reasonably use to identify its matching credit(s) to your Account(s).
7. **Liability to you.** We perform the automatic matching activity described in Section 2, on a commercially reasonable efforts basis, in accordance with logic you provide to us. We undertake no liability for damages arising from or relating to any defects in, or failure to test, such logic as provided.
8. **Liability to payers.** We bear no liability to your payers for any inaccuracies in the Service relating to Matched Payments or Unmatched Payments, including, without limitation, inaccurate matches between Payments and remittance information or accounts receivables details.
9. **Eligible Accounts.** You may enroll your Wells Fargo demand deposit accounts that are capable of receiving credits by ACH, wire transfer, or check.
10. **Survivability.** Sections 7 and 8 survive termination of the Service.

Receivables Manager service

1. **Description of service.** With this Service, you may receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to your Account(s) and associated Remittance Information.
2. **User Guide.** The User Guide provides details about the following:
 - a. The types of payments for which we provide the Service,
 - b. The options we offer for formatting Files,
 - c. The secure transmission platforms we offer to deliver Files to you,
 - d. The schedule we follow in providing the Service, and
 - e. Our Service level goals.
3. **Advice Matching Service.** If you enroll in our Advice Matching Service, we will accept an email or File containing Remittance Information from your payer and attempt to match the information to payments the payer makes separately by ACH, wire transfer, or check, provided the payer does the following:
 - a. Sends the remittance Information to us in advance of the payment information being sent to you in the File, and
 - b. Includes information we can use to identify the payer and match the Remittance Information and the associated payment based upon criteria you establish.

You have the ability to manually match any payments we are unable to match automatically using the Receivables Manager application on 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.

ACH and Related Services Service Description

Global Treasury Management Services

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 (or on behalf of your customers) 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.** We 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 the Services.

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 that 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 as defined by the ACH Rules.
 - a. **General.** Prior to originating any Entry on behalf of your customer or otherwise 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 you are originating Entries on behalf of any Nested Third-PartySenders, and

- ii. Timely provide us with information we require for purposes of our registration of you as a Third-Party Sender or your customer as a Nested Third-Party Sender or any downstream Nested Third-Party Senders that do not have an ACH Origination Agreement with us ("Downstream Nested Third-Party Senders") for which you transmit Entries to us as ODFI in accordance with the ACH Rules ("Registration") and any supplemental Registration information requested by us, and
 - iii. Obtain our written approval to originate or continue to originate Entries for any customer of yours that is an Originator or Nested Third-Party Sender (which we may rescind upon written notice to you), and
 - iv. Enter into a written agreement with each Originator or Nested-Third Party Sender whose Entries are originated through us as ODFI that meets the requirements applicable for an Origination Agreement with an Originator or Nested Third-Party Sender, as applicable, under the ACH Rules, including their agreement:
 - 1. To assume the responsibilities of an Originator or Nested Third-Party Sender, as applicable, 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 or Financial Crimes Enforcement Network, and
 - 3. To grant us ongoing access to audit your customer for compliance with its Origination Agreement and the ACH Rules.
- b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you as a Third-Party Sender or your customers as Nested Third-Party Senders.
- c. **Representations and warranties.** In addition, you represent and warrant to us that (i) each customer has and will comply with all applicable ACH Rules, (ii) that you have conducted the appropriate due diligence of your customers and (iii) that you will maintain a commercially reasonable program of monitoring to determine that each customer is engaged in a legitimate business, and the type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business. If you do identify any unusual activity by any of your customers, you will notify us promptly and take appropriate actions, including refusing to originate Entries for your customer.
- d. **Liability; indemnification.** With respect to each of your customers for which you are originating transactions through us, including any Nested Third-Party Senders or Downstream Nested Third-Party Senders, you agree to be responsible for your customers' or such Nested Third-Party Senders' compliance with the ACH Rules. 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 any breach of warranty made under the ACH Rules or this Agreement, failure to comply with any applicable ACH Rule, or otherwise related to any activity of your customers, including Nested Third-Party Senders or Downstream Nested Third-Party Senders.
- e. **Audit:** You agree to comply with the audit requirements applicable to Third-Party Senders under the ACH rules and to provide us with proof of compliance upon request.
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 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.

Nested Third-Party Sender (as defined in the ACH Rules) is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator**, without a direct agreement with the ODFI.

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 Payment Gateway Service Description

Treasury Management Services

June 5, 2020

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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

Wells Fargo Payment Gateway

1. Description of Payment Services. The Service is operated by Bank as a licensed reseller of CyberSource Corporation, a California corporation ("CyberSource"), and the products or services offered through this Service are provided to the Company as the end user person or entity. CyberSource along with any other third party suppliers providing services related to the Gateway Services shall be collectively referred to as "Third Party Suppliers" herein. The Services shall include, but, not be limited to, a) payment processing services such as transmission of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved/declined), and the detailed reporting of those transactions for the viewing, managing and usage of merchants and b) all aspects of the user interface including the virtual terminal and hosted order page) ("Gateway Services" and together with the Service, the "Services"). In addition to card transactions under the Company's merchant processing agreement, payment transaction types covered by the Service may include automated clearing house ("ACH") transactions. For ACH transactions initiated using the Service, the Service Documentation includes Bank's ACH Origination Service Description (except for the section titled "Initiation Methods and Security Procedures"), which will control over this Service Description in the event of a conflict.

Optional Account Validation Service. Eligible customers that use the Service to initiate ACH transactions may elect for CyberSource to access Bank's Account Validation Service on their behalf by executing a separate addendum to this

Service Description, which will set forth additional terms and conditions applicable to the Account Validation Service.

2. **Definitions.** As used herein, the following definitions apply:

Bank Parties

The Bank and its affiliates' officers, directors, employees, shareholders, agents and attorneys.

Claim

Any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmatured.

Company's Systems

Any web site(s) operated or maintained by Company or on Company behalf through which transactions are submitted for processing, and all of Company's other associated systems.

Customer

Company's customer who would like to provide payment for Company's goods or services.

Documentation

Collectively, the operating instructions, user manuals, and help files, in written or electronic form, all as may be amended from time to time, and made available to Company by download, and that are intended for use in connection with the Gateway Services.

Gateway API

The Gateway software, in object code form, that is licensed to Company under this Service Description, that formats, encrypts, and decrypts messages transferred between Company's Systems and Bank's systems during the course of Company obtaining Gateway Services.

Intellectual Property Rights

Any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, worldwide.

Pricing Schedule

The document setting forth the fees payable by Company for use of the Services, which schedule shall be attached hereto as Exhibit A.

Platform

The Bank operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Service Description are provided.

Supplemental Service Description

Any addendum hereto which sets forth the details, including any supplemental terms and conditions, related to any optional service obtained as part of the Gateway Services.

Updates

An embodiment of the Gateway API that provides enhancements and/or improvements.

3. **Pricing.** The Pricing Schedule is based on the transactional profile provided by Company. Company acknowledges that a variance between such profile and actual processing of transactions may result in Bank amending the Pricing Schedule. Company agrees that Bank may collect its fees under this Service Description in coordination with the provisions of Company's agreement with Company's payment processor. Company further agrees to establish a demand deposit account ("Account") with Bank. Company agrees that Bank may initiate ACH credits and debits to Company's Account (and to any successor account with Bank that Company may designate in writing) for the charges, fees, and/or other amounts due Bank for Gateway Services under this Service Description. Company further authorizes Bank to obtain and use information related to the Account, including collected balance reports, and to obtain and use any information deemed by Bank to be reasonably necessary to process debit and/or credit entries to the Account. Company will be liable to Bank for any collection costs or attorney fees that are incurred in the event action is taken by Bank to collect any past due fees under this Service Description.
4. **License grant.**
- a. **Gateway API license.** Subject to the terms of this Service Description, Bank hereby grants to Company and Company hereby accepts, a personal, limited, non-exclusive, non-transferable license and right to the Gateway API and accompanying Documentation during the term of this Service Description for the following purposes: (a) install and use the Gateway API on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied or leased by Company) to use the Gateway Services for the purpose of selling products and services to Customers; and bi) use the accompanying Documentation solely for the purpose of installing and using the Gateway APIs; and (c) create a reasonable number of copies of the Gateway API and Documentation, with all copyright notices intact, for archival purposes only. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.
 - b. **Documentation license.** Subject to the terms and conditions of this Service Description, Bank hereby grants, and Company hereby accepts, a non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation during the term of this Service Description for the sole and limited purpose of supporting Company's use of the Gateway API and Service. Company shall strictly follow all Documentation provided to Company, as it may be amended from time to time by Bank, in its discretion. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.
 - c. **Use restrictions.** Company shall not, and shall not cause or permit any third party to: (a) use the Gateway API in any way, other than in accordance with this Service Description, the Documentation or as otherwise instructed by Bank in writing; (b) use the Gateway API or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Service Description; (c) disassemble, decompile, decrypt, extract, reverse engineer or modify the Gateway API, or otherwise apply any procedure or process to the Gateway API in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Gateway API or any algorithm, process, procedure or other information contained in the Gateway API, except as otherwise specifically authorized in accordance with this Service Description; (d) provide the Gateway API or Documentation to any third party, other than to Company's authorized employees, agents, sub-agents and contractors who shall be subject to confidentiality obligations that are no less restrictive than the confidentiality provisions of this Service Description; (e) make any copies of the Gateway API or Documentation, except as is incidental to the purposes of this Service Description, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (f) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Gateway API or Documentation; (g) circumvent or attempt to circumvent any applicable security measures of the Gateway API; (h) attempt to access or actually access portions of the Service not authorized for Company's use; or (i) use the Gateway API for any unlawful purpose.

d. **Ownership of Intellectual Property Rights.**

- i. **Gateway API.** Bank and/or its licensors shall retain all right, title and interest in and to the Gateway API and Documentation, and any and all Intellectual Property Rights embodied therein or associated therewith, and Company shall have no rights thereto except as expressly set forth herein.
- ii. **Modifications and Derivative Works.** Bank and/or its Third Party Suppliers shall own all right, title, and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateway API ("Derivative Works"), including any related Intellectual Property Rights, regardless of which party creates or conceives of such Derivative Work. Company hereby irrevocably transfers, conveys and assigns to Bank in perpetuity all right, title, and interest in such Derivative Works, including without limitation all Intellectual Property Rights, including the right to make Derivative Works and collective works with respect thereto, it being understood, however, that Company has, and transfers, no rights with respect to Company's products (exclusive of the Gateway API and Derivative Works). Bank will have the exclusive right to apply for such Intellectual Property Rights as it wishes with respect to the Derivative Works. Company agrees to execute such documents, render such assistance, and take such other action as Bank may reasonably request, at Bank's expense, to apply for, register, perfect, confirm, and protect Bank's rights in the Derivative Works including (without limitation) an assignment of copyright. Without limiting the foregoing, Bank will have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Derivative Works. Company hereby waives any and all moral rights, including any right to identification of authorship or limitation on subsequent modification that Company (or Company's employees, agents or consultants) has or may have in any Derivative Works. Company will not remove, modify, or obscure any copyright or other proprietary notices on the Gateway API or the Documentation.

- e. **Updates.** From time to time Bank may, at its discretion, release Updates. In the event Bank so notifies Company of any such Update, Company shall integrate and install such Update into Company's systems within thirty (30) days of Company's receipt of such notice. Company acknowledges that failure to install Updates in a timely fashion may impair the functionality of the Platform or any Gateway Services provided hereunder. Neither Bank nor its Third Party Suppliers will have any liability for Company's failure to properly install the most current version of the Gateway API or any Update, and Bank will have no obligation to provide support or services for any outdated versions.

- f. **Licensors.** The licenses granted hereunder may be subject to other licenses currently held by Bank. Should any license held by Bank to certain technology or Gateway API be terminated or suspended, the corresponding license(s) granted to Company hereunder may also be terminated or suspended in the sole and absolute discretion of Bank. Company acknowledges and agrees to such potential termination or suspension and hereby waives any and all damages, whether actual, incidental or consequential resulting therefrom. If, pursuant to this Section, Bank terminates any license(s) granted to Company, Company shall have the right to terminate this Service Description immediately without penalty.

- g. **Export compliance.** Company agrees not to export or re-export the Gateway API or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Gateway API or underlying information or technology may be downloaded or otherwise exported or re-exported to:

- i. Any country to which the United States has embargoed goods (or any national or resident thereof);
- ii. Anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or
- iii. In any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If Company has rightfully obtained the Gateway API outside of the United States, Company agrees not to re-export the Gateway API except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Company obtained the Gateway API. Company warrants that Company is not located in, under the control of, or a national or resident of any country or on any list as referenced in Sections 4g (i) and (ii).

- h. **Return/destruction.** Upon termination or expiration of this Service Description, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, Company shall either return to Bank or securely destroy the Gateway API and the Documentation, and shall so certify to Bank in writing.
 - i. **No other licenses.** Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.
 - j. **Use of transaction data.** As permitted by applicable law and regulations, Bank reserves the right to copy and distribute to third parties any information associated with Company's use of the Gateway API or Company's activities on the Service.
5. **Service and service descriptions.** In addition to use of the Service, Company may subscribe for use of optional Gateway Services, subject to Bank's approval. Bank shall provide such elected Gateway Services in accordance with this Service Description, and any terms or conditions applicable specifically to such Gateway Service(s) which are described in the applicable supplemental service description (each a "Supplemental Service Description"). Each Supplemental Service Description shall be effective with respect to Company, upon the earlier of: (a) Company's first use of the applicable Service; or (b) confirmation notice by Bank that Company has been approved for the Service and that the Service is now available to Company. Wells Fargo may terminate Company's rights to use a Gateway Service based on Company's failure to comply with this Service Description (which includes the applicable terms specific to such Service) without terminating this Service Description or other Gateway Services, however, a termination of this Service Description will terminate all Gateway Services.
6. **Platform matters.**
- a. **Integration with Company's systems.** While Bank provides the Gateway API to Company, Company acknowledges that the Gateway API and/or hosted order page may by itself be insufficient to allow Company's Systems to function with the Platform. Programming, development and maintenance of Company's Systems and their functionality are Company's sole responsibility. Company has the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make Company's Systems function correctly with the Platform and the Services contemplated hereunder ("Integration"). Company shall be responsible for all technical support for Company's Systems and Integration related issues. Company agrees that Company will use commercially reasonable efforts to complete the Integration as soon as possible. Company will be responsible for all of Company's own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Service Description, Company acknowledges that unless and until Company completes the Integration, no services need be provided by Bank to Company pursuant to this Service Description, except as otherwise specifically provided in Section 6b below. In addition, Company acknowledges and agrees that, even if Company has completed Integration, if Company has not entered into a valid merchant processing agreement with a processor acceptable to Bank, Company cannot receive payment processing services through the Service, and Bank shall not be obligated to provide, nor to arrange for the provision of, the Service.
 - b. **Set-up assistance services.** Subject to Section 6a above, upon Company's request to Bank, and upon payment of any applicable Fees, Bank will provide Company with set-up services to assist with the Integration.
 - c. **Shut downs.** Bank reserves the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or Gateway API upgrades; provided, however, that Bank will provide Company with commercially reasonable prior notification if Bank anticipates the need to shut down the platform for more than 1 hour.
 - d. **Orders by Customers.** Company is solely responsible for accepting, processing, and filling any orders for purchases by Company's Customers, and for handling any inquiries arising therefrom. Company shall use the highest standards in the industry in responding to complaints by Customers. Neither Bank nor its Third Party Suppliers will be responsible or liable for any unauthorized access to Company's data or Company's Systems by any means or device.

7. Security of information.

- a. Company warrants that Company will comply with all required security standards at all times during this Service Description. In Bank's sole discretion with regard to (a) and (b) below, any failure by Company to comply with all required security standards at all times during this Service Description: (y) will permit Bank to suspend the Service; and/or (z) shall constitute a material breach of this Service Description and Bank shall have the right to terminate this Service Description. Without limiting the foregoing, Company specifically agrees to comply with all Card Association Security Requirements including, without limitation, the Visa Customer Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), Payment Card Industry Data Security Standards (PCI), any other applicable Association requirements regarding data security, and any additional security requirements provided to Company from time to time by Bank. If any Bank security requirements provided to Company are changed, Bank shall provide Company with notice of such changed security requirements, and Company shall have thirty (30) days (or any other longer period as may be mutually agreed to between the parties in writing) to make the changes necessary to comply with the changes to such Bank security requirements.
- b. Bank shall be responsible for the security of data once it becomes part of the Service, and shall comply with applicable laws and Card Association requirements as they relate to the security and processing of this data. Data will become part of the Service when it has been received by Bank from Company's systems, and data will cease to be part of the Service when it has been received by the processor from Bank.

8. **Privacy.** Company agrees that, during the term of this Service Description, Company will adequately communicate and comply with an appropriate privacy policy explaining Company's online collection and use of the personal information of Company's Customers ("Privacy Policy"). Unless required by law, by Bank Card Association Rules, or done pursuant to this Service Description, Company shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any Customer's account information, transaction information, or other personal information to any third party. Company shall store all data securely.

9. **Audit rights.** Upon commercially reasonable advance notice to Company, Bank may audit Company's usage, records and security of the Gateway API, Company's Customer's payment processing information, and the Gateway Services provided hereunder to ensure that (a) Company is using the Gateway API and the services in full compliance with the provisions of this Service Description; (b) all applicable fees have been paid by Company; (c) Company is adhering to Company's Privacy Policy; and (d) Company is in full compliance with all applicable laws, regulations and rules (including but not limited to Bank Card Association rules). Any such audit shall be conducted during regular business hours at Company's offices and shall not interfere unreasonably with Company's business.

10. Legal responsibility.

- a. **Indemnification.** Company shall indemnify, defend, and hold harmless all Bank Parties from any Claim(s) arising from the conduct of Company's business, any transactions submitted using the Service hereunder for payment processing, any false or inaccurate representation made by Company or the negligence, fraud, dishonesty or willful behavior of any of Company's employees or agents, or from Company's failure to strictly comply, in whole or in part, with any: (a) terms and conditions pursuant to this Service Description and any addenda hereto or Documentation; or (b) applicable law, regulations or rules. Upon written notice from Bank to Company, Company shall immediately undertake the defense of such Claim by representatives of Company's own choosing, subject to Bank's reasonable approval.
- b. **IP infringement.** If the Service (or any part thereof) is claimed, or is adjudicated, to be infringing any patent, copyright or any other intellectual property right of any third party, Bank, at its option and own expense, may take one or more of the following actions:
 - i. Secure for Company the right to continue using the Service at no additional charge to Company;
 - ii. Replace or modify the Service to make them non-infringing without material reduction of functionality; or
 - iii. Terminate this Service Description or any applicable Gateway Service.

Bank (or its Third Party Suppliers) shall have no liability for any claim of infringement based on (a) products or services of Bank (and/or its Third Party Suppliers) which have been modified by parties other than Bank (or its Third Party Suppliers); (b) Company's use of the Service and/or any Gateway Services in conjunction with data where use with such data gave rise to the infringement claim; (c) Company's failure to install Updates, upgrades or patches provided by Bank (or its Third Party Suppliers) where such Updates, upgrade or patch would have removed the infringing condition; or (iv) Company's use of the Gateway Services with software or hardware not authorized by Bank (or its Third Party Suppliers), where such use with such other software or hardware gave rise to the infringement claim.

The above remedies are the sole and exclusive liability of Bank and are the sole and exclusive remedies available to Company against Bank in the event of such action or threatened infringement.

11. Limitation of liability.

- a. **General limitations.** Neither Bank nor its third party suppliers shall be liable for the merit and legitimacy of the orders forwarded by Company. All liability for validity of orders remains with Company. Neither Bank nor its Third Party Suppliers shall be responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from Company's actions. Neither Bank nor its Third Party Suppliers shall be liable to Company or Company's Customers for the accuracy of the information provided by the Service or use of the Gateway Services.
- b. **Special damages.** In no event shall Bank or its Third Party Suppliers be liable to Company, or to any other person or entity, under this Service Description, or otherwise, for any punitive, exemplary, special, indirect, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.
- c. **Maximum liability.** Notwithstanding anything to the contrary contained in this Service Description, in no event shall Bank or its Third Party Suppliers' liability under this Service Description for all Claims arising under, or related to, this Service Description exceed, in the aggregate (inclusive of any and all Claims made by Company against Bank and/or its Third Party Suppliers, whether related or unrelated) the total amount of fees paid by Company for the Gateway Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred.
- d. **Other damages.** In addition to the limitation of liability provisions set forth herein, neither Bank nor its third party suppliers will be liable for any Claims under this Service Description arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Gateway API, the services provided hereunder or the Internet, or any communications network, facility or equipment beyond Bank's reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by Company or Company's Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or Gateway API errors or fault or Company's or Company's Customer's erroneous input.

12. **DISCLAIMER OF BANK WARRANTIES.** COMPANY ACKNOWLEDGES AND AGREES THAT THE USE OF THE WELLS FARGO PAYMENT GATEWAYSSM, GATEWAY SERVICES AND THE GATEWAY API IS AT COMPANY'S SOLE RISK. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SERVICE DESCRIPTION, THE GATEWAY API, THE DOCUMENTATION, THE GATEWAY SERVICES PROVIDED HEREUNDER, OR FROM PERFORMANCE BY BANK, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE GATEWAY API) WILL (1) MEET COMPANY'S REQUIREMENTS; (2) OPERATE ACCORDING TO COMPANY'S EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS. ANY AND ALL SUCH WARRANTIES DESCRIBED IN THIS SECTION ARE EXPRESSLY DISCLAIMED BY BANK AND ITS THIRD PARTY SUPPLIERS AND ARE WAIVED BY COMPANY. BANK AND ITS THIRD PARTY SUPPLIERS DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL GATEWAY API AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THE SERVICE DESCRIPTION. All decisions to reject any processing transaction or payment for Company's products or services are solely Company's responsibility.
13. **Company's warranties.** Company warrants all of the following: (a) All representations and statements made in this Service Description and any other related document, by Company or on Company's behalf are true, accurate, and complete in all respects and Company hereby authorizes Bank to verify and confirm all information provided herein by any means at its disposal; (b) Company is engaged in a lawful business, which includes the sale of merchandise and/or services and is duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which Company operates; (c) Company shall not submit any payment transactions that violate any laws of any related state, county, city, or country or any bankcard association rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with Company's obligations under this Service Description; (d) That there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Service Description and the rights and obligations herein; (e) That Company will process Company's card transactions with a Bank approved card transaction processor ("Processor"); throughout the term of this Service Description; (f) That Company's election to purchase optional Gateway Services (other than access to the Service itself) may require Company to sign additional agreements, which agreements will be provided to Company prior to the purchase of such Gateway Service; (g) That Company shall be responsible for any fines, penalties, fees or assessments imposed by a Bank Card Association based upon Company's (1) use of the Service or (2) noncompliance with a Bank Card Association's rules or requirements; (h) That Bank may use subcontractors to provide some or all of the Service, and shall have the right to terminate or retain subcontractors in Bank's sole discretion; (i) That Company's installation, configuration and use of the Gateway Services shall conform to specifications set forth in the Documentation; (j) That Company shall bear (1) all collection risk (including without limitation, credit card fraud and any other type of fraud) with respect to sales of its products; and (2) all responsibility and liability for the proper payment of all taxes that may be levied or assessed (including without limitation, sales taxes) in respect of sales of its products; (k) That Company shall be solely responsible for maintaining complete backup records of all information relating to orders, inquiries, and purchases and any information submitted to Bank (or its third party suppliers) for the purpose of providing the Gateway Services; and (l) that, except with regard to Sections 9(d), 12, 13(i), (j) and (k), and 14(a), in the event of a conflict between the terms of a Supplemental Service Description and this Service Description, the terms of the Supplemental Service Description shall govern.

14. **Notices.** Company agrees to notify Bank of any change in Company's name, type of business, or any other information required on Company's merchant processing application at least thirty (30) business days prior to the effective date of the applicable change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's last known address or number, and shall be: (a) if sent by Bank, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (b) if sent by Company, certified or registered mail, postage prepaid return receipt requested. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein. Until changed by subsequent written notice to Company, Bank's address for notices under this Section shall be: Wells Fargo Bank, 1200 Montego Way, Walnut Creek, CA 94598, Attn: Merchant Services.
15. **Force Majeure.** Bank shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (whether Gateway API, hardware and firmware related), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction (including through interchange) or any other system, failure, delay or error by any third party or in any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, acts of God or other causes reasonably beyond the control of Bank.
16. **Survival.** Upon termination or expiration of this Service Description, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 4d, 4f, 4i, 4j, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination or expiration of this Service Description. All representations, warranties, indemnities and covenants made herein shall survive the termination or expiration of this Service Description and shall remain enforceable after such termination or expiration.



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February 27, 2024

Orlando Aponte
Broward College
Procurement Office
6400 NW 6th Way
Fort Lauderdale, FL 33309

RE: Interview Presentation Meeting - RFP-2023-058-OA - BANKING SERVICES - Wells Fargo Bank

Dear Mr. Aponte,

Below please find the answers to the questions posed by the selection committee. We look forward to presenting to the committee on Wednesday morning.

1. Higher Education Experience

- How does your experience in higher education benefit Broward College specifically?
Our Higher Education, Not for Profit and Government team within the Specialized Industries division will continue to serve and support the needs of Broward College (the College). As your primary banking partner for over 20 years, we are uniquely qualified to bring the financial and technological excellence you seek through this solicitation. As a valued Wells Fargo higher education customer, you will continue to partner with trusted advisors who understand not only your institution but also your industry.

As a College, your needs are distinct and focused on selecting a provider that can deliver industry best practices combined with the vision and resources needed to implement the next generation of payables, receivables, and overall financial management. We take pride in approaching each relationship individually and, as one team, leveraging our resources to create the most value for our customers. Industry knowledge translates into credible ideas, added insight, and access to best practices across the nation.

Unique to the industry, our sales, trading and syndicate, public finance, and commercial banking business segments are strategically aligned to our government, higher education and not for profit sectors. This model allows us to bring you an industry-focused perspective with targeted advice, insights and solutions. We have a team of over 400 professionals dedicated solely to this specialized industry segment

Wells Fargo brings the resources and unmatched capabilities of one of the largest financial institutions to Broward College through a local relationship team focused on your needs. This combination and dedication have a proven record of success in supporting our higher education clients achieve their financial goals and is focused on yours.

2. Costs of Treasury Services

- What are the estimated monthly and annual costs associated with your treasury services?
 - *Based on the services currently utilized by the College and the new pricing we have proposed your average estimated monthly costs would be roughly \$3,550.00 a month or \$42,600.00 annually, plus merchant services of approximately \$1,000.00 per month or \$12,000.00 annually.*
 - *In addition, we have offered a retention bonus credit of up to \$50,000.00 to be utilized during the first year of the new contract. We are also offering to waive all setup fees for any new services implemented during the first year of the contract as well.*

3. Interest Rates

- What is the estimated interest rate offered to the College?
 - *Wells Fargo is offering the College an account structure that will utilize every dollar kept at the bank, via our Government Advantage Interest Checking (GAIC) Account, which the currently College utilizes. This account provides the ability for balances to first earn an Earned Credit Rate (ECR) used to offset service fees, then any excess balances would earn an Interest Rate.*
 - *Wells Fargo is offering a managed ECR of 2.90% and an Interest Rate of 2.0%, by using our GAIC account, which ensures the balances work for the College by first offsetting fees, then excess balances would earn interest.*
 - *We would welcome the opportunity to explore alternative account structures that meet evolving needs of the College as it relates to maximizing the earnings on balances maintained on the College's bank accounts. As an example, there are various Money Market Sweep solutions that are designed for public fund entities with your investment policy in mind that have a yield as high as 5.24% as of 2/23/24. Please note these rates are subject to change.*

4. Credit Card Terminals

- What is the cost of credit card terminals?
 - *As referenced in our pricing terms of our RFP response, the following terminal pricing will apply.*
 - *FD150 terminal - \$198.00*
 - *RP10 PINPad - \$144.00*
 - *Clover Flex 3rd Gen – \$493.00*
 - *Clover Mini 3rd Gen - \$573.00*
 - *Clover Go 3rd Gen Reader - \$112.00*
- *Can you specify the type or brand of terminals you offer?*
 - *We are recommending First Data (FD) and Clover terminals.*
- *How frequently are these terminals upgraded, and what are the associated costs and enhancements?*
 - *The typical life cycle of a terminal is 4 – 9 years and is dependent on technology and compliance factors.*
 - *Software upgrades to terminals are done to support new features and functionality and there is no cost associated with these updates.*
 - *Notification of the need to replace a terminal is typically 3 years before the terminal is no longer supported.*

- *When new or replacement terminals are introduced, the costs of these devices would be discussed.*
- *Part of the Wells Fargo relationship approach is continuous review of your current transactional scope and working with your team to identify and best intergrade the newest technology to optimize your merchant receivables.*

5. Desktop Deposit Terminals for Checks

- What is the cost of desktop deposit terminals for checks?
 - *The scanners utilized with our Desktop Deposit service range in price from \$504.00 to \$3,093.00, per scanner. The most commonly used scanners are in the middle range from \$773.00 to \$1,067.00.*
 - *Please see our complete pricing sheet included at the bottom of this response. Prices are subject to change over time.*
 - *Please note: In addition to the retention bonus we are offering, we will also provide up to three scanners at no cost, if purchased within the first year of the new contract.*
- Can you specify the type or brand of these terminals?
 - *We support the following scanners with our Desktop Deposit service:*
 - *Digital Check – CheXpress CX 30-IJ – single feed*
 - *Digital Check TS 240-50 – 50 documents per minute*
 - *Panini Vision X50 – 50 documents per minute*
 - *Digital Check TS 240-100 – 100 documents per minute*
 - *Canon CR190i II – 190 documents per minute*
- How frequently are these terminals upgraded, and what are the associated costs and enhancements?
 - *Customers may choose to replace scanners based on years of usage and wear and tear on the equipment. We have seen the life cycle of scanners last anywhere from 5 to 10 years and beyond.*
 - *The associated costs would be the price of a new scanner/terminal at the time of purchase. Please see our complete pricing sheet included at the bottom of this response. These prices are subject to change over time.*
 - *Enhancements typically tend to be related to improvements made to the overall service, which results in an improved experience.*

6. Fraud Detection

- What fraud detection techniques has your bank implemented?
 - *Customer-managed*
 - *Positive Pay with payee validation – currently utilized by the College*
 - *Payment Authorization – currently utilized by the College*
 - *ACH Fraud Filter Review or Block – currently utilized by the College*
 - *Transactional alerts, i.e., wires, ACH files, etc. – available, but not utilized at this time*
 - *Account Validation Service – available, but not utilized at this time*
 - *Bank-managed*
 - *Internal risk limits to flag unusual transaction amounts*
 - *Use of Algorithms to identify transactions outside of typical operating patterns*
- How do these techniques specifically protect Broward College?
 - *Positive Pay with payee validation*

- *This service protects against fraudulent checks being cashed. Should a fraudster alter the dollar amount, check number and/or payee name, these items would appear as exceptions on our banking portal for the authorized College representative to approve or decline the check.*
- *Payment Authorization*
 - *This service provides for a complete check block on an account. Should a fraudster create a check and cash, or attempt to cash the check it will be returned, and the College's account will not experience a loss for that check.*
- *ACH Fraud Filter Review or Block*
 - *This service protects against unauthorized ACH debits originated by other parties from posting to the College's bank account(s). The College has the option of a complete block of all ACH debits, or you can give permission to specified entities/vendors to debit your account based on parameters you set in our online banking portal. If an entity that is not listed as authorized on your parameters tries to debit the account, the College would have the opportunity to review the transaction and determine whether to approve or return it.*
- *Account Validation Service*
 - *This service provides the College with the ability to validate bank account information for students, vendors and/or payroll, before a payment is made. Through a website, account details are entered and confirmation of this information is provided in real time. This process removes the need for pre-notes and reduces the risk of sending a payment to a fraudster.*
- *Transactional alerts, i.e., wires, ACH files, etc.*
 - *The Alerts service provides each user the ability to receive an email or text notification based on selections made in our online banking portal, specific to their roles and responsibilities. For example, a user who creates and/or approves wires can receive an email each time a wire is released. This allows for instant awareness of a potential fraudulent wire transaction, so the College can quickly act on it and notify the bank.*
- *Internal risk limits to flag higher than usual transaction amounts.*
 - *For security purposes, Wells Fargo sets internal dollar limits related to your ACH and wire activity. These dollar limits were initially based on transactional information provided to us by the College. They are reviewed on a regular basis and adjusted as needed as the College's business changes. When transactions exceed these limits, your relationship manager is contacted and asked to obtain approval from the College before releasing said transaction. This is a security feature that adds an extra level of protection to stop and review higher than usual transactions before processing.*
- *Use of Algorithms to identify transactions outside of historical patterns.*
 - *For security purposes, our ACH and wire operations areas utilize a variety of algorithms to help identify unusual transactions, outside the usual patterns, beyond just dollar amount. Wires and ACH transactions being sent to countries for the first time and/or to countries who are closely monitored, our algorithms will identify and pause the transaction until your relationship manager can confirm said transaction is correct. This security feature adds an extra level of protection to stop and review transactions directed to companies or countries outside of the normal pattern.*

7. Disaster Recovery Plan

- Please outline your disaster recovery (resiliency) plan.

Business continuity and resiliency overview

Recent history shows us that having a solid business continuity plan in place, no matter the cause of the disruption, can be critical to business success. Wells Fargo seeks to manage this risk in accordance with our Business Resiliency and Disaster Recovery Risk Management policy and business procedures to achieve business goals and comply with laws, rules, regulations, and regulatory guidance to protect our customers and ourselves.

We have formal teams dedicated to managing disruptions to our services. Our Enterprise Business Continuity Resiliency Planning office sets the standards for our organization. Each business, in conjunction with operational risk management partners, helps ensure preparedness and compliance at the organizational levels.

Standard elements of our business continuity and resiliency programs include:

	Annual plan review, testing, and maintenance
	Identification of alternate strategies and recovery procedures
	Identification of internal and external dependencies including regular review of third party service providers
	Identification of potential risks and controls for mitigation
	Prioritization of business functions and technology
	Procedures for communication with customers, suppliers, and essential staff
	Recovery of technology and data

General program elements for our enterprise

Testing recoverability

We update and test our recovery procedures regularly, with the frequency and timing varying by business function or application. We exercise essential business recovery procedures and systems at least annually.

Critical functions

After a disruption, we prioritize restoring and maintaining normal service levels for our critical functions.

Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff or of third party providers. We identify the main areas most commonly affected and then provide our general approach to each.

Data and operation centers

We've dispersed our data and operation centers strategically across multiple locations to minimize potential disruption within a specific geographic region.

We engage our technology teams quickly when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. If we need to shift processing to an alternate data center, we can because we maintain redundant platforms for our business critical services. All alternate sites have sufficient capacity to maintain processing for an extended period. In most situations, we can restore service at a primary data center for critical services within 12 hours.*

If a disruption occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

* This 0-12 hour goal does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

Third party providers

We use third-party service providers and contractors to support a variety of functions. We evaluate each of them prior to the execution of a contract for services, and beyond. Our evaluation uses a risk-based approach to assess providers as we review, select, and monitor their performance.

Our Vendor Management Program conducts service provider validation and joint testing of our essential providers. It includes an assessment of the service provider's ability to meet our disaster recovery standards for service level agreements and recovery time objectives.

Program elements specific to treasury management

In addition to our enterprise program elements, we've incorporated the following elements into our business continuity resiliency plans for our treasury management services.

Communication

Notification methods to inform you of a service disruption include:

- Phone calls or emails from your client service officer
- Recorded messages from our Customer Care for Businesses (CC4B) Service Office advising you about system issues when you contact us through our toll-free number
- System status alerts displayed on the homepage of our online banking portal

Client service officers are on call 24 hours a day, seven days a week, ready to respond to a disruption.

The method we use to communicate with you depends on the nature of a disruption.

If a disruption prevents you from accessing your information, your relationship team or client service officer can help. They have access to bank systems and can provide the account information, balances, and other data you need to continue operating.

Backup strategies for online channels

Online banking portal

If the online banking portal experiences a disruption, we use our backup environment. The backup environment is a duplicate of our online banking portal and is in a separate location from the primary site.

Mobile service

We have a backup environment for our mobile platform* in the event of a system outage. Our mobile service and online banking portal channels use different web addresses and user interfaces. This arrangement means that, depending on the nature and root cause of an outage, users may be able to access services through the mobile service if our online banking portal experiences a disruption.

Additionally, our mobile token feature allows users to use their mobile devices in place of physical tokens to access secure services. This access can be helpful in instances when a disaster event separates users from their physical tokens.

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

Backup strategies for core services

ACH payments

When we invoke our ACH recovery plan, processing diverts to a backup site. We can recover with minimal down time because we run ACH production simultaneously at our primary data center and at our backup sites.*

The diverse geographic locations of our processing centers help to minimize potential disruption. However, the severity or nature of a specific event may require use of manual backup procedures.

As a contingency step, we recommend that you establish an alternate method of initiating payments, such as our online ACH services,† to upload files or manually key in payment information.

* Running simultaneous ACH production does not guaranty that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

† You will need to enroll in our online ACH service separately from the direct origination service and plan for implementation prior to an emergency.

Wire transfer

When we invoke our business continuity resiliency plan, processing diverts to a backup site. Each backup site has the ability to accept transferred wire processing workloads, including wires initiated by telephone.

We maintain redundant connections to two different Federal Reserve Banks, which minimizes potential disruption within a geographic region. We conduct comprehensive joint testing with the Federal Reserve Bank on a quarterly basis.

You can also enroll in a backup wire transfer channel. For example, you can choose from telephone-initiated wires or our mobile service to access select functions of our wire transfer service.*

* You will need to enroll in backup wire services separately and plan for implementation prior to an emergency.

Foreign exchange online

If you are unable to complete a foreign exchange transaction through our online banking portal, you can call or email your foreign exchange specialist for help to complete your transaction.

Check outsourcing

Our facilities, employees, and business functions are geographically disbursed, and if one site is unable to function, we move check printing to our other site. The sites mirror each other and operate in the same way, making it easy to transition print jobs from one site to another.

Account reconciliation plans and positive pay

If you're unable to access our online banking portal or send files using data transmission because of a business interruption, you can key small-volume issues, cancellations, and voids through our mobile service.*

* You do not need to enroll in the mobile service in advance of a disruption. Download the latest version of the CEO Mobile® app available for your device from the Apple App Store® or Google Play™ store.

Transmission service

We have a backup environment for our browser-based transmissions service. It includes an alternate website in case our online banking portal is unavailable. As a best practice, we recommend that customers leverage URLs if using automation scripts and not IP addresses, which are subject to change.

Commercial card

Our business continuity resiliency plan includes contingency planning and routine data backups. We are on call 24 hours a day, seven days a week during incident response. In most situations, restoration of commercial card processing can occur within 12 to 24 hours, and restoration of our expense management service can occur within four hours of disaster declaration.*

* The forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption.

ACH Fraud Filter

Business disruptions can create opportunities for fraud. It's important that during a disruption you can continue to view details and make decisions on your ACH transactions. You can access our ACH Fraud Filter service online or through our mobile service. Alternatively, you can obtain ACH information by calling our CC4B Service Office or your client service officer.

Cash vault

If a primary cash vault site is unable to accept, deliver, or process cash, we work through a backup site. We disperse our cash vault sites strategically so that we minimize potential disruption within a specific geographic region. Transportation issues and the additional distance between you and the backup site may cause delay of the cash delivery during a disaster or emergency. If such an event occurs, we take reasonable action to resume our normal cash delivery service levels as soon as possible, given the available transportation options.

Remote deposit

We automatically store checks that you capture through our remote deposit service on our servers. If a power outage or other disruption prevents you from completing a deposit, it remains in a pending deposit status. It remains in this status until you can access the system again. You can view a summary of all your deposits that require review prior to completion. As a backup, you can make deposits using a mobile device with a camera through our CEO Mobile® application or by taking your deposit to a Wells Fargo branch.

Lockbox

If we invoke our business continuity resiliency plan, lockbox processing at the affected site diverts to a backup site, as needed. The specific location of the backup site will depend on the impact of the disruption. Alternative processing may include diverting mail delivery from the affected primary site to the backup site.* In such a case, after we receive mail at the backup site, we follow customer-specific instructions to process checks, capture accounts receivable data, and image checks and invoices. We notify customers and couriers (as appropriate) about their impacted processing site or procedures.

* Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact normal service level agreements.

Image cash letter

Image cash letter processing moves between two main locations. We mirror and back up all image cash letter files in a separate location. Because we back up and store your account data, we can provide it to you in an emergency.

If you're unable to make deposits through our image cash letter service, as an alternative, you can make deposits at any Wells Fargo branch.

Keeping current

To keep current with changes in the business continuity resiliency and disaster recovery industry, we're active in forums that discuss and share best practices.

The forums include:

-
- Disaster Recovery Institute International
 - Financial Industry Regulatory Authority
 - Global Financial Markets Association
 - The Institute of International Finance
-

Business Continuity Planning

Overview for Wells Fargo Clients and Business Partners

Wells Fargo is committed to service excellence. A strong and viable business continuity planning program is a key component of Wells Fargo's commitment to service and is part of our normal, ongoing business practice. Business continuity entails proactively developing procedures that enable an organization to respond to events impacting business operations in a manner that allows critical functions to continue without customer impact. The material presented below provides an overview of the approach endorsed by Wells Fargo's management and adopted throughout the enterprise.

Business Continuity Methodology

The objective of business continuity planning at Wells Fargo is to provide continuous service, and to meet business and legal obligations to customers. Business continuity plans are created and maintained for business and technology areas within each line of business. These plans are designed to safeguard and protect team members, customers, cash flow and long-term market share in the event of an unplanned interruption to lines of business. Standard elements of the Wells Fargo business continuity program include:

- Procedures for communication with customers, suppliers, and essential staff
- Prioritization of business functions and technology
- Identification of potential risks and controls for mitigation
- Identification of alternate strategies and recovery procedures
- Training staff on implementation of recovery procedures
- Recovery of technology and data
- Identification of internal and external dependencies
- Annual plan review, maintenance and testing

Wells Fargo understands that it has a responsibility to prepare for any type of disruption, and is committed to meeting the needs of our customers, while being supportive of our employees. As interruptions may vary in nature and scope, Wells Fargo plans for the following high-level scenarios:

- Loss of Technology (e.g., data center impacts, telecommunications failures, cyber response, etc.)
- Loss of Facility (e.g., building fire, flooding, etc.)
- Pandemic Loss/Reduction of Human Capital (e.g., pandemic, transit strikes, etc.)
- Loss of Third Party Service Provider

In order to maintain readiness of business continuity plans, Wells Fargo has established the following requirements for both business and technology:

- Business continuity plan units identify inherent risks, taking into account the probability and impact of those risks, and document the associated risk-mitigation controls within the plan.
- Each group is required to store a copy of their plan off-site. Additionally, all plans across the organization are stored in a centralized electronic repository managed by the Enterprise Business Continuity Planning Group.
- Each group is required to perform exercise and maintenance tasks throughout the year.
- Business continuity plans containing critical functions are validated via simulations at least annually. Plans containing critical functions may also be reviewed during regularly-scheduled internal and external audits.
- Wells Fargo ensures key third party providers align with and support Wells Fargo business continuity recovery requirements.

An independent review of business continuity plans containing critical functions is conducted annually by the Enterprise Business Continuity Planning Group. This review examines plan content to ensure compliance with current requirements established by the Enterprise Business Continuity Planning Group.

Technology Planning Methodology

Wells Fargo provides for internal recovery of its major data centers. It is Wells Fargo's strategy to place production within primary data centers, while technology recovery and development should be located at other data center sites. Wells Fargo's strategy is to maintain sufficient equipment at a recovery location to enable critical processing to be restored in a minimal amount of time. For applications supporting critical functions, in order to facilitate a quicker recovery, as production data changes, corresponding data may also be updated at the recovery site.

Steps are taken to mitigate the impacts of threats to all major processing centers through redundant systems or other protective measures. In spite of the preventative measures, if a disaster should occur, plans are in place to restore processing as quickly as possible.

- A common approach and methodology has been implemented for the recovery of Wells Fargo data centers.
- Network Services between all store locations and the data centers can be restored utilizing automated rerouting technology. This rerouting capability is tested on a regular basis.
- Wells Fargo's comprehensive business continuity planning program includes the maintenance of documentation associated with technology recovery into the overall business continuity plans within each line of business. Completeness of plans that support applications for critical function is verified during annual internal reviews, regular audits, and various testing during technology recovery exercises throughout the year.

Risk Avoidance

Wells Fargo has implemented many features designed to mitigate the effects should a business interruption occur. These features are continually under review and upgraded as necessary to ensure they are accurate to support the changing enterprise environment and needs.

Features include:

- Physical Access Controls – Data centers, operations centers, and many sensitive business units have implemented card access to control physical access to work areas. In addition, data centers and operational centers have security personnel on site.
- Logical Access Controls – Wells Fargo utilizes software on all computing platforms to appropriately restrict access to data and transactions to authorized persons only.
- Virus Protection - Virus protection software has been installed on all workstations, laptops, servers and local area networks.
- Network Access Controls – Network access controls have been established in the form of a gateway between Wells Fargo's internal network and the public sector. A firewall is in place between the public segment and Wells Fargo's internal network to restrict unauthorized access. All access to the Wells Fargo internal network is designed to pass through the firewall component.
- Alternate Power Sources – Wells Fargo's data centers and major operations centers have uninterruptible power supply (UPS) devices to provide short-term, uninterrupted power to critical hardware; and diesel generators provide long-term power. These devices are automatically triggered so that a loss of commercial power will not shut down the facility. The generators are tested on a regular basis.

Disaster Recovery Summary

Wells Fargo takes seriously its obligation to use all financially reasonable means to assure business continuity for the company and its customers. However, the forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption. This document is intended only to provide an overview of the business continuity planning process at Wells Fargo, and nothing in this document modifies, amends or supplements any agreement or other warranty or representation with respect to Wells Fargo products or services, including the availability of such products or services. Wells Fargo may change procedures and protections described in this document, without providing notice, as it deems appropriate.

Thank you again for the opportunity. We welcome any additional questions the selection committee may have.

Sincerely,








Stephen Lenehan, Relationship Manager
Director
Specialized Industries

Desktop Deposit® service – Compatible Scanners and Price Schedule

Quick Reference Guide

Prices effective January 1, 2024.

Prices listed are base prices, subject to change without notice, and do not include shipping, handling, or tax.

Suggested daily check volume	Scanner type	Description	Warranty	Charge basis	\$ Price
Fewer than 20 per day	CEO Mobile® Deposit	Desktop Deposit users with scan and balance authorizations can deposit checks from a camera-enabled iPhone, iPad, or Android smartphone through the downloadable CEO Mobile app available from the Apple App and Google Play stores.	N/A	N/A	N/A
		Digital Check CheXpress CX 30-IJ - single feed	12 month	per unit	\$504.00
			24 month	per unit	\$541.00
Fewer than 500 per day		Digital Check TS 240-50 • 50 documents per minute	12 month	per unit	\$773.00
			24 month	per unit	\$823.00
		Panini Vision X 50 • 50 documents per minute • Mac compatible	12 month	per unit	\$837.00
			24 month	per unit	\$887.00
More than 500 per day		Digital Check TS 240-100 • 100 documents per minute	12 month	per unit	\$1,017.00
			24 month	per unit	\$1,067.00
		Canon CR190i II • 190 documents per minute Note: Please allow five to seven extra business days for delivery.	12 month	per unit	\$2,734.00
			24 month	per unit	\$3,093.00

Note: The following scanners are not sold through Wells Fargo’s scanner fulfillment partner, however they are compatible with our service.

- Digital Check TS240-75
- Canon CR190i
- Panini Vision X 75
- Panini Vision X 60 AGP

Desktop Deposit price schedule (continued)

12-month extended warranty – purchased at expiration	Charge basis	\$ Price
Panini Vision X 50	per unit	\$102.91
Digital Check CX30 single feed	per unit	\$84.86
Digital Check TS240 batch scanners	per unit	\$102.91
24-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	\$194.44
Digital Check CX30 single feed	per unit	\$163.24
Digital Check TS240 batch scanners	per unit	\$194.44
36-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	\$277.86
Digital Check CX30 single feed	per unit	\$233.61
Digital Check TS240 batch scanners	per unit	\$277.86
Maintenance fees		
Cleaning: Includes removal of loose dirt and debris, complete cleaning of the magnetic head, and cleaning of all rubber roller surfaces.	per unit	\$70.00
Checkout: Includes evaluation and testing of unit or parts to specified standards. Note: This only applies if no problem is found.	per unit	\$51.46
Repairs: Not covered under warranty	per hour plus parts	\$159.00
Repairs: Not covered under warranty	Flat rate covers all work (except camera or motherboard)	\$177.00
Supplies		
Franker for Panini i:Deal	per franker	\$25.44
Ink cartridge for Panini Vision X	per cartridge	\$24.48
Ink cartridge for Digital Check	per cartridge	\$24.48
3-pack ink cartridge for Panini or Digital Check	per 3-pack of cartridges	\$64.55
Ink cartridge for Panini AGP	per cartridge	\$62.41
Check retention bags	per 100 bags	\$26.58
Replacement box w/inserts (CX30)	per kit	\$20.84
Replacement box w/inserts (TS240)	per kit	\$26.45
Replacement box w/inserts (Panini)	per kit	\$38.11
Cleaning kit for Panini	per kit	\$64.66
Cleaning kit for Digital Check	per kit	\$64.66
Cleaning kit for Digital Check (small)	per kit	\$19.83
Cleaning cards for Canon	per pack	\$27.56
Cleaning swabs for Digital Check	per pack	\$7.74
Other		
Billing adjustments	per occasion	\$25.00
Restocking – Canceled orders (unopened units only)	per unit	\$77.18



REQUEST FOR PROPOSALS
RFP-2023-058-OA

BANKING SERVICES

Release Date: October 18, 2023

Proposals Due Date: November 30, 2023 at 2:30 p.m. ET

PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

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SECTION 1 - REQUIRED RESPONSE FORM

RFP #: RFP-2023-058-OA	RFP TITLE: BANKING SERVICES			RELEASE DATE: WED 10/18/2023
DUE DATE: THU 11/30/2023	TIME DUE - AT OR BEFORE: 2:30 p.m. ET	NUMBER OF PROPOSAL COPIES REQUIRED: →	ORIGINALS: One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com . Complete Electronic Copy of Proposal must be in a single Adobe PDF File

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

PROPOSER'S INFORMATION

Proposer's Name: _____

Street Address: _____

City and State: _____

Proposer Telephone: _____ Proposer Fax: _____

Proposer Toll Free: _____

Contact Person: _____

Contact Person's Address: _____

Contact Telephone: _____ Contact Fax: _____ Contact Toll Free: _____

Internet E-mail Address: _____ Internet URL: _____

Proposer Taxpayer Identification Number: _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

Website: _____ Newspaper: _____ Other: _____

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal, I am authorized by the Proposer to do so, and I warrant that I have legal power to bind the company on its behalf; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposals (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal

Date

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this RFP Submission.

SECTION 2 – INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

2.1 INTRODUCTION. Broward College (hereinafter referred to as the “College”) is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community boasts more than 45,000 students and over 3,000 full-time and part-time faculty and staff, who represent more than 100 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides programs in career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

As the College forges forward, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Broward College was named as one of the 10 finalists for the 2023 Aspen Prize for Community College Excellence. The Aspen Award is the nation’s signature recognition of high achievement and performance in America’s community colleges. Since the competition was launched in 2011, Broward College has been named an Aspen Prize finalist four times, including being honored twice as a Finalist with Distinction, among more than 1,000 community colleges nationwide. Aspen recognizes institutions based on strong and improving student outcomes in learning, completion rates, employment rates and earnings, and equity.

2.2 PURPOSE. The College is releasing this Request for Proposals (RFP) with the intent to receive proposals from a State of Florida-qualified financial institution to provide the College with core banking services in accordance with the terms, conditions, and specifications contained in this solicitation. The financial institution shall have the capability of fulfilling ALL REQUIRED banking services and solicitation objectives through a direct contractual relationship in which the College will execute a single contract with the awarded proposer.

The College will not review a proposal that submits the banking services and merchant services as separate contracts nor sign contracts with separate entities for required banking services.

2.3 OBJECTIVES AND MINIMUM QUALIFICATIONS. The objective is to establish a term contract for banking services as per the terms and conditions specified herein. The solicitation objectives, not limited to, are the following:

- Best value and highest level of personalized and professional services that are cost efficient and easy to manage.
- Safety.
- Accurate, reliable, and timely information in a user-friendly format.
- Quality services, including customer service and pricing.
- Automated in-house, one-stop shop to ensure processing efficiency.
- Lowest reasonable costs (earnings that offset costs).

2.3.1 Minimum Qualifications. To be considered for selection, financial institutions must meet at least the following minimum qualifications:

- Authority to offer banking services. Institution must hold a charter from either the United States Government or the State of Florida.
- Access to the Federal Reserve System. Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.
- Qualified Public Depository as defined in the Florida State Statute 280.17 at time of contract award. The proposer selected by the College as its depository must comply with Florida Statutory

Law as it relates to public depositories – specifically Chapters 280, 136, 18, 230, and State Board of Education Rules 6A-14.0751, 6A-14.0752, and 6A-14.0765.

- Local banking office. Institution must have an established bank branch office located in Broward County (Florida) and within ten (10) miles of each of its locations OR the institution must provide, at the College's option, daily weekday deposit pick up and/or delivery service from any College location outside of the ten (10) miles requirement.
- The College expects to negotiate and contract with only one proposer for ALL REQUIRED banking services identified in this solicitation. Joint ventures and subcontracting for REQUIRED banking services are acceptable, only if, proposed in accordance with SECTION 3.4.

2.4 SCOPE OF WORK. The College is seeking a qualified and experienced financial institution to provide banking services in accordance with the terms, conditions, and specifications of this solicitation. A detailed SCOPE OF WORK is outlined in ATTACHMENT A. Through this solicitation and subsequent contract issuance the College may augment additional services.

The College currently has a banking services contract with Wells Fargo Bank scheduled to expire in May 2024.

2.4.1 Required Banking Services. The following lists the REQUIRED services the College requires of its financial institution, which should be addressed in the proposal, included but not limited to:

- Operating Account
- Disbursement Account (ZBA)
- Depository Account (ZBA)
- Positive Pay
- Online Banking/Cash Management
- Automatic Clearing House (ACH) Transfers
- Bank Wire/Funds Transfer (BWT)
- Information Reporting
- Account Reconciliation
- Online Stop Payments
- Online Retrieval of Check and Deposit Images
- Point of Purchase Check Conversion
- Merchant / Credit-Debit Card Services
- Treasury Banking Service
- Cash Vault/Money Center
- Banking Supplies
- Check Printing/Payment Manager
- Desktop Deposit Service
- ACH Fraud Services
- Check Image/CD Rom

2.4.2 Optional Banking Services. The following lists OPTIONAL services the proposer may consider in its proposal:

- Cash Letter
- Online Deposit on Return Items
- Deposit Reconciliation
- e-Check verification or guarantee service for web-based check processing
- P-Card
- Armored Car Services

If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for OPTIONAL and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

2.5 RFP CONTACT AND SUBMITTAL OF QUESTIONS.

Contact:	Orlando Aponte	Email:	oaponte@broward.edu
Telephone:	954-201-7897	Fax:	954-201-7330

Any questions concerning any condition or requirement of this solicitation must be received via email to oaponte@broward.edu, with subject line to read **QUESTIONS-RFP-2023-058-OA** on or before the deadline date and time specified in SECTION 2.7 - TIMELINE. Any question(s) which require a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all plan holders who downloaded the solicitation on DemandStar (www.demandstar.com). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

2.6 CONTACT AFTER RELEASE (CONE OF SILENCE). Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member, or any other College employee after the release of the solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice President for Procurement, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

2.7 TIMELINE. The following are important pre-scheduled dates regarding the solicitation, though all dates are subject to change, if required.

DATE/TIME	EVENT
October 18, 2023	Release of RFP
October 25, 2023 10:00 a.m. ET	Virtual Solicitation Conference as specified in SECTION 2.9
October 30, 2023 4:00 p.m. ET	Written Questions Due in Procurement Services Department as specified in SECTION 2.5
November 10, 2023	Veterans Day – College closed
November 22-24, 2023	Thanksgiving Break – College closed
November 30, 2023 2:30 p.m. ET	Proposals due on or before 2:30 p.m. ET Proposals Due as specified in SECTIONS 1 and 2.8
December 20, 2023 – January 2, 2024	Winter Break – College Closed
TBD	PHASE I: Evaluation Committee Shortlist Meeting
TBD	PHASE II: Evaluation Committee Meeting(s) for Interviews/Presentations (if necessary)
TBD	PHASE III: Contract Negotiations (if necessary)
TBD	Anticipated Date to Post Award Recommendation

Any change to the above calendar dates will be posted on the Broward College Procurement Services website: <https://calendar.broward.edu/index.html>.

2.8 SUBMITTAL REQUIREMENTS. The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com.

- Digital copies must not be larger than 150 MB for each document size and not the collection of them.
- Files submitted must be formatted and enabled for printing, in page size letter as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact DemandStar support at support@demandstar.com or call (206) 940-0305

Proposers are requested to organize their proposals in accordance with SECTION 4 – SUBMITTAL REQUIREMENTS. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in SECTION 4.

Proposals must be submitted as established in SECTION 2.7 - TIMELINE. Submittals received after this date and time will not be considered.

When submitting your proposal electronically through DemandStar at www.demandstar.com, please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system.

2.9 VIRTUAL SOLICITATION CONFERENCE (STRONGLY RECOMMENDED). A Virtual Solicitation Conference will be held as established in SECTION 2.7 – TIMELINE. Representatives from all interested vendors are strongly recommended to attend. The purpose of the Virtual Solicitation Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive reply for submission to the College. While solicitation questions and dialogue are encouraged at the Virtual Solicitation Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with SECTION 2.5 – SOLICITATION CONTACT AND SUBMITTAL OF QUESTIONS. Any information given, by any party, at the Virtual Solicitation Conference is not binding on the College unless it is contained within a subsequently released Addenda. Only the information provided in the solicitation or via Addenda shall be considered by Proposers.

This meeting will be administered virtually. Microsoft Teams meeting only. For Microsoft Teams meeting information details, please email Orlando Aponte, Procurement Officer, at oaponte@broward.edu with subject line to read “Access Code – Virtual Solicitation Conference Meeting – RFP-2023-058-OA”, by Tuesday, October 24, 2023, before 12:00 p.m. ET.

2.10 RESERVATION OF RIGHTS. The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and obtain Best and Final Offers from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this solicitation;
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the solicitation which does not affect the financials of the Proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this solicitation, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the solicitation requirements or excuse the Proposer from full compliance with the solicitation specifications and other contract requirements if the Proposer is awarded the contract;
- c. Determine equipment or other equivalency to the College’s specifications in evaluating proposal responses;
- d. Adopt all or any part of the Respondent’s proposal;
- e. Negotiate changes in the scope of work or services to be provided;
- f. Award contracts to multiple Respondents;
- g. Withhold the award of Contract;
- h. Select the Respondent it deems to be most qualified to fulfill the needs of the College. The Respondent with the highest-rated financial proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.

2.11 COLLEGE'S RIGHT TO REJECT. The College reserves the right to reject any and all replies and readvertise at any time prior to District Board of Trustees approval of the recommended proposer(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the proposal and participation in this solicitation process shall be borne by the proposers. Proposals submitted in response to this solicitation shall become the property of the College and considered public documents under applicable Florida law.

The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the solicitation requirements when and if it is in the best interests of the College.

A submittal shall be rejected for failure to comply with the following requirements:

- The Proposer is not registered and licensed in the State of Florida to provide the proposed services.
- The submittal is not received by the College by the specified deadline.
- The Proposer has been determined to be non-responsible.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 3 - SPECIAL CONDITIONS

3.1 CONTRACT TERM. The purpose of this solicitation is to establish a contract(s) beginning with contract commencement date and continuing for a period of five (5) years, or as agreed to in resulting contract.

3.1.1 Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the awardee(s), upon final College approval, be renewed for one (1) additional five-year period.

The College will, if considering renewal, request a letter of intent to renew from the selected awardee(s) prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon by the College.

The terms, specifications, and conditions of this proposal and the agreement herein when completed and signed constitute the total agreement and no further conditions will be accepted unless in writing in the form of an amendment to the original agreement and mutually agreed upon, approved, and signed by authorized College representative and the Vendor. Every covenant, term, provision, and agreement contained in this solicitation and agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No waiver of any provisions of this solicitation shall be valid or effective unless in writing and signed by the parties hereto; no waiver of any breach or condition of this solicitation shall be deemed to be a continuing waiver or a waiver of any other breach or condition.

3.2 AWARD OF CONTRACT. The College will use the evaluation criteria stated in SECTION 5 to establish ranking. The College will recommend award to the Proposer(s) with whom a successful contract(s) can be negotiated. Recommended awardee(s) must be approved by the College's District Board of Trustees before award is final.

3.2.1 Additional Products and/or Services May Be Added or Deleted. Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value-Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

3.3 PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

3.4 CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this contract shall be assigned to the Finance Department, hereinafter referred to in this proposal as Contract Administrator. The successful vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful vendor agrees that it will assign a replacement immediately.

3.5 TERMINATION / CANCELLATION CLAUSE. The College reserves the right to cancel this contract for non-performance in the event the Vendor does not perform within the terms, conditions, and specifications of the contract and this solicitation by reference. Upon notification in writing by the College official responsible for the administration of the contract of the facts concerning non-performance, the Vendor will be notified of the problem and will have 10 days to correct such. If the vendor fails to correct the problem to the satisfaction of the College within the 10-day period, the College reserves the right to serve notice of cancellation to be effective within 30 days of notification.

In the event of such cancellation, the College may elect to award the contract to the next ranked vendor, extend the contract of another vendor currently under contract to provide like services or re-issue the proposal, whichever is in the College's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. The College has the option to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.

3.6 FAMILIARITY WITH LAWS. All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, Code of Federal Regulations (CFR), and all Civil Rights legislation. The contractor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this solicitation to the "Applicable Laws" shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time to time and any successor laws, codes, rules and regulations.

3.7 SITE VISITS / INSPECTIONS. The College reserves the right to conduct a site visit to any of the Proposer's place(s) of business if it is deemed necessary.

3.8 PURCHASE ORDERS. All purchase orders shall bear the contract or solicitation number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to a contract resulting from this solicitation must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

3.9 INSURANCE REQUIREMENTS. Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

- a. Commercial General Liability:
 - Each Occurrence \$1,000,000
 - Personal & Adv Injury \$1,000,000
 - General Aggregate \$5,000,000
 - Products – Completed Operations \$5,000,000Policy must contain contractual liability coverage.

- b. Automobile Liability Insurance
(if commercial autos will be used, including owned, non-owned and hired vehicles)
\$1,000,000

- c. Professional Liability
 - Per Occurrence \$1,000,000
 - General Aggregate \$2,000,000

- d. Cyber Liability. If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.
- e. Workers' Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance. If claiming exemption from this coverage, the vendor must provide evidence of exemption from the State of Florida. More information found at <http://www.myfloridacfo.com/Division/WC/>
- f. Insurance Certification must contain a provision for notification to College of 30 days in advance of any material change in coverage or cancellation.
- g. If any of the required policies provide coverage on a "**claims-made**" basis, then insurance must be maintained, and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three years after completion of contract work.
- h. The College **shall be named as an additional insured with reference to this solicitation** as follows: "The District Board of Trustees of Broward College, Florida is additional insured with respect to General Liability (and Excess Liability if issued) in regard to the terms, conditions, and agreements of RFP-2023-058-OA entitled BANKING SERVICES from date of commencement to six (6) months after date of completion."
- i. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- j. All certificates must be addressed and sent to:
The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Fort Lauderdale, FL 33309
- k. All exclusions added by endorsement must be indicated.
- l. Certificate must be signed by an authorized representative.
- m. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The College will notify the vendor if the insurance requirements differ from those stated above.
- n. All policies must remain in effect during the performance of the contract. The vendor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten days after contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

The Vendor shall not commence any work in connection with this agreement until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor allow any subvendor to commence work on its subcontract until the subvendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subvendor that obtained the insurance.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with SECTION 2.5 – RFP CONTACT AND SUBMITTAL OF QUESTIONS.

- 3.10 LICENSING.** The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to College representative. The Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida and shall provide copies of these licenses to the College upon request. Failure to maintain required licenses and permits shall be cause for termination.
- 3.11 OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES.** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Other government agencies include, but are not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities. All government agencies allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.12 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE).** Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this solicitation that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that the College shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice-President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 3.13 SELLING, TRANSFERRING OR ASSIGNING CONTRACTS.** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the College. The Vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.14 CONFIDENTIAL INFORMATION.** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the College in connection with all Proposer’s responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07 F.S. Therefore, if the Proposer believes any of the information contained in its response is exempt from The Public Records Law, then the Proposer must in its response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the College will treat all materials received as public records.

From the date of issuance of the solicitation until the opening date, the Proposer must not make available or discuss their proposal, or any part thereof, with any employee or agent of the College, unless allowed by the Procurement Services Department, in writing, for purposes of clarity only.

The Proposer is hereby notified that any part of the proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected against disclosure to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

3.15 CONFIDENTIALITY. Awarded vendor acknowledges that certain information about the College's personnel is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all "Personal Information"* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly disclose Personal Information to any person other than authorized College employees or as may be requested by government authorities.

At the request of the College, the awarded vendor agrees to provide the College with a written statement of the procedures the awarded vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

*"Personal Information" means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

3.16 WARRANTY AND ABILITY TO PERFORM. The Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.

3.17 SEVERABILITY. If any provisions of the Agreement resulting from this solicitation is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

3.18 EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that

continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

- 3.19 DEFAULT.** The failure of either party to the Agreement resulting from this solicitation to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of 30 days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.
- 3.20 PUBLIC ENTITY CRIMES.** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.
- 3.21 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** This solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this solicitation, the Vendor certifies its compliance with these sections.
- 3.22 INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the College District Board of Trustees, its officers, agents, and employees from any and all judgments, orders, claims, demands, expenses, damages or causes of action which may hereafter be sustained by the Vendor, its officers, employees, and agents or third parties resulting from the Vendor's breach of this Agreement, strict liability or negligence in performing or failing to perform in connection with this Agreement.
- 3.23 SCOPE CHANGES.** The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.
- 3.24 STATEMENT PER FLORIDA STATUTE 1010.04.** In accordance with Florida Section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute Section 287.056.
- 3.25 JOINT VENTURES.** In the event that multiple Proposers submit a joint submittal, a single Proposer shall be identified as the Prime Proposer. If offering a joint submittal, the Prime Proposer must include the name and address of all parties of the joint submittal. The Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. The Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers

participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. The Prime Proposer shall remain responsible for performing services associated with response to this solicitation.

3.26 PERFORMANCE OR PAYMENT BONDS. No Performance or Payment Bonds will be required for this solicitation.

3.27 ADDING OR DELETING CAMPUS/CENTER LOCATIONS. The following is a listing of the current College locations. The College may, during the term of the contract, add or delete services, wholly or in part, at any College campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the vendor shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd
Coconut Creek, FL 33066

Judson A. Samuels South Campus
7200 Hollywood/Pines Blvd
Pembroke Pines, FL 33024

Willis Holcombe Center
111 East Las Olas Blvd, Building 33
Fort Lauderdale, FL 33301

Pines Center / Academic Village
16957 Sheridan Street
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard, Suite #2
Weston, Florida 33331

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Miramar West Center
1930 SW 145 Avenue
Miramar, FL 33027

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33304

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

Broward College at the YMCA
1409 NW 6th Street
Fort Lauderdale, FL 33311

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SECTION 4 – SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, Proposers are requested to organize their proposals in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Electronic submittals should be limited to not more than 150 pages. Covers, table of contents, section dividers and/or tabs, secondary dividers, addenda, samples, attachments, and supporting documents do not count towards the page limit. Required forms count towards the page limit. Dividers shall divide the sections TAB 1 through TAB 10. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 100 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process.

The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. The College reserves the right to not consider proposals not clearly identified, enumerated, and titled. Submittals received after date and time established herein in SECTION 2.7 – TIMELINE will not be considered.

4.1 GENERAL INFORMATION.

(1) 4.1.1	Title Page and Table of Contents	Include RFP number, date, subject, name of the Proposer, address, and telephone number. Include a clear identification of the material by section and by page number.
(1) 4.1.2	Letter of Transmittal	Include the legal name of the Proposer's company as it is registered with the Florida Department of State Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), email address(es), and telephone number(s).
(2) 4.1.3	Acknowledgement of Released Addenda to RFP	<p>The College reserves the right to issue any addendum modifying any portion of this solicitation. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective Proposer's responsibility to verify they have received all released addenda and thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with proposal.</p>
(2) 4.1.4	W-9 Form	It is a requirement of this solicitation that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 Form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(2) 4.1.5	Notice Provision	<p>Following contract award, when any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.</p> <p>This information must be submitted with the proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:</p>

To College: Zaida Riollano, Procurement Manager
Procurement Services Department – 2nd Floor
6400 NW 6th Way
Fort Lauderdale, FL 33309

With Copy To (College): Office of the General Counsel
111 East Las Olas Boulevard, Room 523
Fort Lauderdale, FL 33301

With Copy To (College Contract Administrator #1): Rabia Azhar, Vice President of Procurement and Chief Financial Officer
Finance Department – 3rd Floor
6400 NW 6th Way
Fort Lauderdale, FL 33309

With Copy To (College Contract Administrator #2): Qianxin Susan Liang, Interim Controller
Finance Department – 3rd Floor
6400 NW 6th Way
Fort Lauderdale, FL 33309

To Proposer: (Proposer to Insert)

With Copy To (Proposer): (Proposer to Insert)

(2)
4.1.6

Vendor Conflict of Interest Form

The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee, or agent of company who is also an employee of College or an immediate family member of an employee of College. Proposer must submit ATTACHMENT I – VENDOR CONFLICT OF INTEREST FORM.

(2)
4.1.7

Litigation History

State whether any team member has been involved in any services related litigation, action or claim of projects of same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five years preceding the submission of this submittal. For each instance include the following information:

- a. the style/caption of the matter.
- b. the case number.
- c. the forum/venue of the action.
- d. a description of the claim, action, or litigation.
- e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the company or any final judgment rendered against the company is satisfied within 90 days of the date that the judgment becomes final.

If “NO” litigation or regulatory action has been filed against your company(s), please provide a statement to that effect.

For companies with a parent or holding company or related subsidiary, submit requested information for all parties

Truthful and complete answers to this question will not disqualify a company from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the company for this project.

(2) 4.1.8	Letter of Insurability	Submit letter of insurability per coverage outlined in SECTION 3.9. Certificate of Insurance (COI) will not be considered in lieu of the letter of insurability in proposal submittal. Certificate of Insurance (COI) shall be provided only by awardee upon request within ten days of notification by the College.
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4.2 **MINIMUM ELIGIBILITY CRITERIA.**

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification. Failure to submit the documents requested herein will also result in proposal disqualification.

(3) 4.2.1	Required Response Form	Submit SECTION 1 - REQUIRED RESPONSE FORM with all required information completed and all signatures as specified.
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The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification. Any modifications or alterations to this form shall not be accepted and submittal will be rejected.

(3) 4.2.2	Minimum Qualifications and Licenses	Proposer must demonstrate a strong documented track record of providing banking services, for a minimum of three (3) continuous years or more, within the last five (5) years.
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Proposer must submit all active business licenses, registrations, and certifications as applicable, documenting Proposer is fully licensed to conduct relevant business in the State of Florida. Occupational/business licenses are required as applicable.

Proposer must be primarily engaged in the business of providing banking services. Proposer must be fully authorized, and fully licensed, to perform the services specified as of the due date of the solicitation.

Submit screenshot of the Florida Department of State, Division of Corporations, registration indicating when corporation / LLC / or other form of legal entity was organized, corporation number, and date and status of most recent annual report. Proposer must be registered by the Florida Department of State, Division of Corporations, to operate in the State of Florida at the time of negotiations.

4.3 **EXPERIENCE AND QUALIFICATIONS (Maximum 35 Points).**

(4) 4.3.1	Executive Summary	<p>a. Submit a brief summary, of no more than five pages, stating the Proposer's interest in the contract; overview of company qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract.</p> <p>b. The Proposer shall explain in detail why Proposer is interested and why company would be the best choice for the College.</p>
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- c. Summary shall include the year the company was established, summarize the company and their qualifications for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.
 - d. The company shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Executive Summary after the signature.
 - e. Brief description of company's present operations. Summary by narrative, or other means showing the Proposer's qualifications and experience.
 - f. Provide a listing of recent projects which are same or similar to the requirements and scope of this solicitation, preferably for higher education or public sector clients.
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(4)
4.3.2

Organizational Profile

Identify the Prime Proposer responsible for all portions of this solicitation. Include:

- a. Current organization's name, addresses, telephone number, and fax number.
 - b. The date that organization was established.
 - c. The size of the organization.
 - d. The number of years established in business, including operation under other company names, providing services same or similar as described herein.
 - e. Number of years in business.
 - f. List the key personnel designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses, education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.
-

(4)
4.3.3

Account Management and Staffing

Include organizational chart with local, district, and corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, resource management, accountability, and decision-making authority. Describe the designated team representatives who are technically competent to assist the College in all activities associated with the service and maintenance of this account.

(4)
4.3.4

References

All Proposers providing a response to this Solicitation shall have their clients **submit directly to the College** via email as indicated below, a completed PERFORMANCE EVALUATION SURVEY FORM (ATTACHMENT J) in PDF format. All forms must be received from your clients directly by the College by the due date as stated in SECTION 1 – REQUIRED RESPONSE FORM by 2:30 p.m. ET or through an addendum and/or change of calendar date in our website.

At least three related PERFORMANCE EVALUATION SURVEY FORMS (ATTACHMENT I), preferably higher education clients, are required to be considered for the maximum solicitation points. If the College receives less than three completed forms directly from your client, points will be proportionally reduced.

Proposers must have their clients utilize the referenced Attachment for the reference's information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five years prior to the solicitation due date.

All references are to be emailed from your clients directly to the College to:
Procurement Officer: Orlando Aponte
Email: oaponte@broward.edu

ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

4.4 SCOPE OF WORK (Maximum 35 Points).

(5)
4.4.1

Scope of Work

Proposer must provide a clear and detailed narrative addressing their ability to provide the services listed in ATTACHMENT A – SCOPE OF WORK. Minimum response must provide responses to the following:

Proposed Solution. Describe in detail the solution Proposer is proposing that will address the requirements and purpose of the solicitation with specificity to ATTACHMENT A – SCOPE OF WORK and ATTACHMENT B – REQUIREMENTS MATRIX.

NOTE: Include the completed ATTACHMENT B – REQUIREMENTS MATRIX under TAB 5 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.

Proposed Methodology. Describe in detail how Proposer will accomplish the solution(s) in order to complete required services.

Proposer’s Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with banking services.

Coordination and Communication. Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with College Contract Administrator(s) during the contract period.

Reports. Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during, and after execution of services.

Timeframe. Provide a detailed project timeframe and key milestones to implement and execute the services.

Other Services. Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this solicitation.

(5)
4.4.2

Quality Assurance

Submit a plan to provide quality assurance in respect to all aspects of the banking services.

4.5 PRICE PROPOSAL (Maximum 20 Points).

(6)
4.5.1

Price Proposal

Required Banking Services. Provide a price schedule for all required banking services stated in Section 2.4.1 using AFP Service Codes. Include any one-time or set-up charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in proposal.

If prices are tier-based on volume, provide all price tiers. If pricing is based on alternative method, please provide methodology and associated pricing.

Optional and Miscellaneous Services Pricing (No point consideration). Provide a separate price schedule for any optional banking services (stated in Section 2.4.2), miscellaneous pricing and/or value-added services being proposed. Include any one-time or set-up charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in proposal. If prices are tier-based on volume, provide all price tiers.

If pricing is based on alternative method, provide methodology and associated pricing. This information will be used for informational purposes only and will not be considered in the “Price Proposal” evaluation criteria stated in Section 5.1.

4.6 FINANCIAL CAPACITY (Maximum 10 Points).

(7)
4.6.1

Financial Capacity

Proposers shall submit Dun & Bradstreet Number (D-U-N-S). The College will use the total of both the D&B Delinquency Predictor Score (formerly the Commercial Credit Score - CCS) and the D&B Failure Score (formerly the Financial Stress Score - FSS) reports in order to assess financial capacity of Proposer.

If your company is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company’s financial capacity assessment.

D&B® Delinquency Predictor Score (DPS)

The D&B® Delinquency Predictor Score pertains to the likelihood that a business could make a late payment, go bankrupt, or have future payment failures.

Delinquency Score/Percentile	Delinquency Class	Evaluation Points
91-100	1	5
71-90	2	4
31-70	3	3
11-30	4	2
1-10	5	1

D&B® Failure Score®

The D&B® Failure Score also uses a 1 to 5 rating but pertains to the business's likelihood of financial stress – such as filing for bankruptcy – in a 12-month outlook.

Failure Score/Percentile	Failure Class	Evaluation Points
95-100	1	5
69-94	2	4
34-68	3	3
2-33	4	2
1	5	1

4.7 ATTACHMENTS.

(8) 4.7.1	ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION
(8) 4.7.2	ATTACHMENT E – INFORMATION SECURITY AFFIDAVIT
(8) 4.7.3	ATTACHMENT F - NON-DISCLOSURE AGREEMENT
(8) 4.7.4	ATTACHMENT G - PUBLIC ENTITY CRIMES STATEMENT
(8) 4.7.5	ATTACHMENT H - NON-COLLUSION AFFIDAVIT
(9) 4.7.6	VALUE ADDED SERVICES (OPTIONAL) Include any additional/value added services to be proposed in connection with the services defined in ATTACHMENT A – SCOPE OF WORK. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.
(10) 4.7.7	OTHER SUPPORTING DOCUMENTS Insert here any other supporting documents, not included in any of the previous tabs.

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SECTION 5 - EVALUATION

5.1 PHASE I – REVIEW OF PROPOSALS. The Evaluation Committee (hereinafter referred to as the “Committee”) shall review and evaluate all proposals received for RFP-2023-058-OA – BANKING SERVICES, which meet or exceed SECTION 4.2 - MINIMUM ELIGIBILITY REQUIREMENTS, according to the following initial screening criteria:

CRITERIA SECTION		MAXIMUM POINTS
4.3	EXPERIENCE AND QUALIFICATIONS	35
4.4	SCOPE OF WORK	35
4.5	PRICE PROPOSAL	20
4.6	FINANCIAL CAPACITY	10
TOTAL MAXIMUM POINTS:		100

- 5.1.1 The failure to respond, provide detailed information or to provide requested proposal elements in SECTIONS 4.3 through 4.6 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.
- 5.1.2 The Evaluation Committee will shortlist Proposers in PHASE I – REVIEW OF PROPOSALS. Proposers will be notified according to dates set herein in SECTION 2.7 – TIMELINE.
- 5.1.3 Shortlist Scores and Rankings. The Evaluation Committee will utilize the scores developed as a result of SECTION 5.1 to rank the Proposers individually, and then determine cumulative ranking results. The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of SECTION 5.1, will neither be considered, nor carried forth as part of the scores and rankings of SECTION 5.2.
- 5.1.4 Result of Review of Proposals. Based upon the results of the above SECTION 5.1, the College, at its sole discretion, may:
- a. Shortlist the top ranked Proposer(s) (shortlist number to be determined by the Committee) for further consideration and/or interviews.
 - b. Recommend an award.
 - c. May reject all proposals received.
 - d. Waive any informalities.
 - e. Re-advertise/re-solicit proposals.
 - f. Reject all proposals without further action.
 - g. Accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.
 - h. Invite one or more top-ranked Proposers to participate in contract negotiation phase and/or award. and/or
 - i. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.
- 5.1.5 Proposal Clarification. During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

5.2 PHASE II – INTERVIEWS AND PRESENTATIONS. In the event that the College chooses to interview recommended shortlisted Proposers in accordance with SECTION 5.1, the Committee shall interview the shortlisted Proposers in order to make an award or enter into negotiations. Scores and rankings as a result of SECTION 5.1 above will neither be considered, nor carried forth as part of the scores and rankings resulting from the interviews and presentations phase. Shortlisted Proposers will be interviewed against a set of standard questions and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

CRITERIA		MAXIMUM POINTS
A	UNDERSTANDING OF THE COLLEGE’S REQUIREMENTS	20
B	RELEVANT EXPERIENCE	20
C	UNIQUE QUALIFICATIONS	30
D	OVERALL APPROACH, METHODOLOGY, AND ABILITY TO PERFORM CONTRACT	30
TOTAL MAXIMUM POINTS:		100

5.2.1 The Evaluation Committee shall interview and evaluate the shortlisted Proposers, in accordance with the evaluation criteria and point schedule established in this PHASE II – INTERVIEWS AND PRESENTATIONS, based on the Proposers’ interviews and presentations, and the information submitted by the Proposers in response to this solicitation, in order to make an award recommendation. The failure to respond or provide detailed information or requested proposal elements in SECTION 5.2 may result in the reduction of points in PHASE II. The Committee will utilize the scores developed as a result of SECTION 5.2 to rank the Proposers.

5.2.2 Result of Interviews/Presentations. Based upon the results of SECTION 5.2 above, the College, at its sole discretion, may:

- a. Recommend award and/or negotiations to the top ranked Proposer(s).
- b. Recommend award to more than one top ranked Proposer.
- c. Reject all proposals.
- d. Re-advertise/re-solicit proposal.
- e. Reject all proposals without further action.
- f. Accept or reject any proposal or portion of a proposal as deemed in the College’s best interest. and/or
- g. Invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

5.3 AWARD. In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, the College, at its sole discretion, reserves the right to make an award as follows:

- a. Divide the work among Proposers.
- b. Award contracts for less than all services encompassed by this solicitation.

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SECTION 6 – CONTRACT NEGOTIATIONS

- 6.1 PHASE III - CONTRACT NEGOTIATIONS.** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in SECTION 5.2. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the Evaluation Committee recommends rejection of all proposals received.

Please note the College, at its discretion, may or may not change committee members for each phase.

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.
- 6.1.2 The College reserves at any time during the negotiations process to:
- a. Schedule additional negotiation sessions with any or all responsive Proposers.
 - b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO).
 - c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation.
 - d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both.
 - e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers.
 - f. Decline to conduct further negotiations with any Proposer.
 - g. Reopen negotiations with any Proposer.
 - h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation

- 6.2 “SAMPLE” OR BASE CONTRACT FOR NEGOTIATIONS.** The enclosed “sample” contract (ATTACHMENT C) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this solicitation, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 FINAL SELECTION AND NOTICE OF AWARD RECOMMENDATION.

- 6.3.1 The College will recommend for award of the contract, the responsive Proposer(s) as determined by the Negotiation Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award.
 - b. Re-advertise/re-solicit for proposals.
 - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.

6.3.3 The College reserves the right to:

- a. Select one or more Proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers.
- b. Divide the work among Proposers by type of service or geographic area, or both. and
- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 RESERVED RIGHTS AFTER NOTICE OF AWARD RECOMMENDATION.

6.4.1 Negotiations After Award Recommendation. The College reserves the right to schedule additional negotiation sessions with Proposer(s) identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those Proposer(s). This may include but not be limited to, site surveys to finalize the College's requirements.

6.4.2 Other Reserved Rights: The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other Proposers recommended in SECTION 5.2, at any time prior to execution of a contract.

6.4.3 The College's District Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended Proposer(s).

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SECTION 7 – GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the Procurement Officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College, award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the Vendor, extend the term for 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. The College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of the College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the Vendor shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than seventy-two (72) hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent (5%) of the total amount of the proposal must accompany proposal. Bonding company must appear on U.S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, the Vendor shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as the Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.

15. **DELIVERY:** The respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within thirty (30) days from the receipt of the order. The College may reject proposals that exceed delivery greater than thirty (30) days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation, and demonstration of use of all items ordered. If Installation is not required, the Vendor shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the Vendor until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the Vendor and return the product to vendor, at vendor's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, the College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by the College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Vendor shall at all times guard against damage and/or loss to the property of the College and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Vendor. The Vendor shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g. winter holidays, spring break, summer flex week, etc.). Prior to delivery, the Vendor shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of ninety (90) days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** The respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at vendor(s) expense and acquired on the open market. Any increase in cost may be charged against the Vendor. Any violation of these stipulations may also result in:
 - a. For a period of two (2) years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.

29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.
31. **LEGAL REQUIREMENTS:** The respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, the respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by the College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within thirty (30) days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of the College or an immediate family member of an employee of the College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. the respondent's proposal.

In case of any other doubt or difference of opinion, the decision of the College shall be final and binding on both parties.

37. **OSHA:** The respondent warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By submitting response to this solicitation, the respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one (1) year. As such, the College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release the College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon thirty (30) days prior written notice to the Vendor. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** The College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended

from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.

42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
- a. By the College: The College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. Nothing herein shall be construed as consent by the College to be sued by third parties in any matter arising out of any contract.
 - b. By the Vendor: The Vendor agrees to indemnify, hold harmless and defend the College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Vendor, its agents, servants, and employees; the equipment of the vendor, its agents, servants, and employees while such equipment is on premises owned or controlled by the College; or the negligence of the vendor or the negligence of the vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the College's property, and injury or death of any person whether employed by the Vendor, the College or otherwise.
44. **SOLICITATION AND ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** The respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** The respondent is solely responsible for any and all costs associated with responding to this solicitation. The College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT AND LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State-owned building will not be exempted from the Florida Statute referencing sales and use tax. The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the Vendor. The Vendor must provide documentation to the State.

Vendors by virtue of submitting a proposal agree to this condition.

49. **SUPPLIER DIVERSITY SMALL BUSINESS (SDSB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, color, sex, gender, national origin, religion, age, disability, marital status, sexual orientation, gender identity, genetic information or other legally protected classification in its programs and activities. Any College contractor found in violation of this policy will be removed from the College's vendor list and prohibited from bidding on College goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.
- The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).
50. **SUSTAINABILITY AND RECYCLING:** The Vendor shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or the College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing company hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by

the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. The Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. The Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the College determines that payment in excess to those agreed to hereunder have been made to Contractor, the Contractor agrees to return payment to the College within thirty (30) days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. The Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and the bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to: (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the College, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within seventy two (72) consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten (10) calendar days after the date the notice of protest

was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for seventy-two (72) consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental website. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within seventy-two (72) consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to the College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the Vendor within seventy-two (72) hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. **FLORIDA STATUTE 283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be five percent (5%) if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the Vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE 287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be five percent (5%).
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
 - (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
 - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
 - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

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BROWARD COLLEGE | **RFP-2023-058-OA**
SCOPE OF WORK | **ATTACHMENT A**

The College is releasing this Request for Proposals (RFP) with the intent to receive proposals from a State of Florida-qualified financial institution to provide the College with core banking services in accordance with the terms, conditions, and specifications contained in this solicitation. The financial institution shall have the capability of fulfilling ALL REQUIRED banking services and solicitation objectives through a direct contractual relationship in which the College will execute a single contract with the awarded proposer.

The Proposer must demonstrate clear and detailed evidence that it has the ability to provide the services described herein, including full compliance. Utilize ATTACHMENT B - REQUIREMENTS MATRIX (Excel Document), to clearly describe how the Proposer can accomplish each scope of work requirement provided in this section.

1. General Banking Services.

- 1.1 The College intends and prefers to maintain for its operations, the minimum number of accounts appropriate for its activity.
- 1.2 The cut-off time for delivery of deposits to the designated branch bank office for same day credit on deposits shall be proposed by the vendor and mutually agreed upon by the College. The College intends that all of its cash deposits be collected by armored courier and transported to an appropriate banking facility in a timely manner for deposit.
- 1.3 The College currently uses an ERP system “Workday” which is a cloud-based software for human resources, payroll, financials, procurement, and associated functions within the College. As a part of “Workday” the bank provides files in BAI2 format for Bank Reconciliation.
- 1.4 Check Printing: Currently, check printing is performed twice a week, and additionally as needed. The College sends an Accounts Payable file to the bank, which includes vendors, some students, and employee expense reimbursements (not including payroll which will be handled separately). The bank prints and mails all vendor and student checks within the file. The employee payments are made via ACH. The checks that are printed by the bank are automatically included in Positive Pay. The file format .DAT is currently being used to send instructions. The same file includes ACHs to employees for expense reimbursements (not including payroll).
- 1.5 The College owns all existing banking equipment and software used to process credit and bank debit cards and checks.
- 1.6 Currently, one Federal Tax Identification number is assigned among the College’s business units.
- 1.7 The successful proposer will honor request for stop payment of checks from authorized College Business Office personnel.
- 1.8 Account Statements. The successful proposer will provide electronic statements of the Colleges’ accounts with a cutoff at the close of the last working day of the month. Alternatively, the Bank should propose full reconciliation services. Bank shall provide web access to check images on a next-day basis between statement cycles, and all the information appearing on the statement must be accessible through an internet-based treasury management system.
- 1.9 The successful proposer will provide all other routine banking services including but not limited to endorsement stamps, locking bags, coin wrappers, bulk coin deposit bags, currency straps, and night deposit service available at main branch and each site. The cost, if any, for deposit services should be listed as an optional item.
- 1.10 The successful proposer will supply the College with two-part deposit slips to the Colleges’ specifications as to design, color, paper stock, and MICR encoding and supply the College checks for general and payroll bank accounts based on College’s specifications.

- 1.11 The successful proposer will accommodate the need to get change funds upon request by phone and/or alternate methods from designated College personnel.
- 1.12 The successful proposer will accommodate pre-authorized outgoing wires upon request of authorized College personnel and guarantee arrival in the same day for requests made before time proposed by vendor and mutually agreed upon by the College and vendor.
- 1.13 The successful proposer will provide daily transfer notice(s) for funds transferred or wired to and from the State of Florida agencies (monthly appropriations, State Board of Administration, etc.) and other accounts.
- 1.14 The successful proposer will provide ACH services for both debit and credit transactions. The College requires the ability to generate ACH transactions for employee payroll and reimbursements, vendor payments and student refunds. Accounts Payable files are sent twice a week which include ACH's for employee expense reimbursements. Other ACH debits generated by the College are entered one at a time via the bank's website - approximately two per week. The ACH dollar limit required is \$50 million for debit; \$50 million credit; and \$100 million collectively.
- 1.15 The successful proposer will notify the College Treasury Management office immediately if any discrepancy is found with the College's deposit or if any counterfeit currency is included in the deposit. The College shall have the option to set minimum thresholds for these notifications.
- 1.16 The successful proposer will provide College check cashing to non-account holders without a fee assessed, regardless of dollar amount. Students, Faculty, and Staff who are non-account holders shall be able to cash a College check and receive in return the gross amount of the check without fees or surcharges for not being an account holder.
- 1.17 The successful proposer will provide a fraud prevention tool such as "Positive Pay" or "Controlled Disbursement" preventing the clearing of checks and ACH that have been fraudulently altered and/or do not agree to the College's check register data file. The bank shall perform a daily reconciliation with any exceptions being reported to the College. An online system shall give the ability to return or pay exception items. Additionally, Positive Pay system shall be enabled at the bank's teller windows and have same day image capability.
- 1.18 The successful proposer shall provide cash vault processing services for cost effective processing of deposited cash.
- 1.19 The successful proposer shall provide deposit reconciliation services to assist the College in effectively managing daily deposit from multiple locations and campuses.
- 1.20 Accounts Payable files are sent twice a week, which include ACH's for employee expense reimbursements. Other ACH debits generated by the College are entered one at a time via the bank's website - approximately two (2) per week. The ACH dollar limit required is \$50 million for debit; \$50 million credit; and \$100 million collectively.
- 1.21 The College has four (4) major accounts. Account Reconciliation Services and Banking Supplies are currently being utilized by the College. The College has one (1) Master Depository Account and three (3) ZBA accounts.

2. Merchant / Credit-Debit Card Services.

- 2.1 The College accepts credit cards at multiple physical locations and over the internet. The College accepts Visa, MasterCard, American Express, Discover, and debit cards. The College also processes point of purchase check conversion through merchant services. Currently, the College uses the bank's website to authorize and settle credit card transactions.
- 2.2 Point of sale swipe type of equipment for credit and debit cards and point of purchase check conversion transactions will be provided for use at the College by the bank/provider credit card service. Equipment

must be able to perform on-line authorizations, electronic transmittal of deposits to the College's primary account, receipt printing, check reading/imaging, and deposit detail printing. If the College already owns the proposed equipment, provider's systems should be able to interface with the existing hardware.

- 2.3 Credit card tickets and other required supplies shall be provided by the successful proposer.
- 2.4 Currently, the College accepts pin-based debit transactions on bank debit cards, in which the customer can enter a four-digit pin number and it is processed as a debit card.
- 2.5 Payments are currently accepted in all forms (terminal, virtual terminal, gateway). Terminal VX570 is most commonly used. Recently, VX570IP was added. MBS.Text software is used for the bookstores. Some locations use IC Verify 4.0.4. The selected bank will need to interface with MBS.Text software. Online gateways are currently Cybersource, Auth.Net and IC Verify.
- 2.6 The College is not interested in charging a convenience fee.
- 2.7 Currently, payment channels are in person or online.
- 2.8 Cardholder information may be stored. When stored, the data is stored with the College's current merchant provider in the College's database.
- 2.9 The College does not currently have plans to expand credit card acceptance.

3. Online Banking/Cash Management System.

- 3.1 The College requires the use of an automated cash management system to permit authorized College personnel to have direct on-line computer access to account status information and for certain account activities, such as stop payments, balance inquiries, paid check status inquiries, controlled disbursement authorization, etc.
- 3.2 The proposer's system must include the necessary software applications to enable the College to establish a data link with the prospective provider network. An internet-based solution is preferred providing the ability to facilitate transfers remotely.
- 3.3 The proposer's system will have the capability of sending and receiving data transmissions. Data transmissions received would be in the form of summary bank account information, in addition to activity detail. Outgoing transmissions would be in the form of fund movement instructions. Cleared checks are currently downloaded as a .csv file, saved locally, then updated to the College's Accounting Software Program. Currently, nothing is downloaded directly into the College bank's website.
- 3.4 The cash management information system shall have the ability to interface with one or more auxiliary software packages (i.e. Microsoft Excel), as well as make available standard balance tracking, history reporting, and fund transfers.
- 3.5 Collected balance information and controlled disbursement presented the previous day shall be available by 9:30 a.m. ET the following day.
- 3.6 The proposing financial institutions' merchant services must be compatible with the College's online payment gateway Cybersource.

4. Other Banking Services.

- 4.1 Online Stop Payments. The bank shall provide online stop-payment service to the College. Online stop payment orders will be issued utilizing an internet-based treasury management system. If the check at issue is unpaid, the Bank will provide confirmation of the stop payment order. If the check at issue is paid at the time of request the Bank will, as soon as reasonably possible, forward to the College a copy of the

paid instrument. The stop payment order is effective after twenty-four (24) hours of being placed. The bank shall be responsible for any item cashed if said item was confirmed as a stop payment on an as-of-day basis and is subsequently cashed by the bank.

- 4.2 Wire Transfers. The bank will provide same day wire transfer service from the College accounts and accept transfers into the account for immediate credit. The College transfers money via wire transfer using repetitive wire and non-repetitive wire. Both repetitive and non-repetitive wire transfers should be done through internet banking. The College needs the ability to accept or send international wires. Currently, the College has one account dedicated to receiving international wires from students. The College sends international checks and will want to continue to do so. Currently, all wire transfers are initiated online using the bank's website.
- 4.3 Bank Collateralization of College Funds. Deposits are to be collateralized as required by Chapter 280, Florida State Statutes. Florida State law requires that banks must pledge to the State certain acceptable types of securities having a market value equal to fifty percent (50%) to one hundred twenty-five percent (125%) of the highest account balance which the College may have on deposit at any one time reduced by the amount of FDIC insurance available.
- 4.4 Depository bank will provide all necessary banking supplies. These shall include, but not be limited to, tamper proof disposable style deposit bags, deposit slips, deposit stamps, coin wrappers, bulk coin deposit bags, and envelopes. The College reserves the right to obtain supplies from a vendor other than the depository bank.
- 4.5 The successful proposer shall have a disaster recovery plan including specific plans related to serving the College in the event of a disaster.
- 4.6 The College will make every effort to assure that collected funds in the bank are equal to or exceed the gross amount of checks issued. However, if an unintentional overdraft condition occurs, all checks presented for payment shall be paid.
- 4.7 The successful proposer will provide Positive Pay to ensure the College's protection and security against fraud and theft. Positive Pay transactions should be monitored daily for violations. The College will transmit files each time a payroll or account payable check file is processed. The bank shall have the capability to accept either an uploaded file from the College's accounting system as well as manual entries as needed. All paid checks should be matched against the issue file for verification, giving the College the ability to instruct the bank to pay or return an item. There are approximately 10 files per month.
- 4.8 The depository bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Severe or repeated breakdown of service for this reason will be cause for cancellation of the Contract. The College requires that the bank designate one of its cash management services personnel who will act a liaison with the College for matters regarding its account. The College reserves the right to approve the person so designated and further reserves the right to approve in advance the designation of any successor liaison.
- 4.9 The College, or its authorized representatives, shall have access to the books and records maintained by the bank, with respect to such College bank accounts at all reasonable times, including the inspection or copying of such books and records and all memoranda, checks, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the bank as required by applicable regulatory bodies. Additionally, the bank, at the College's option, shall be provided quarterly and annual financial reports to indicate the financial soundness of the institution.
- 4.10 Employee Benefits. The successful proposer should state whether it may provide special low, or no fee, or other special term services to College employees.
- 4.11 Identity Theft. The "Red Flag's Rule" requires many businesses and organizations to implement and Identity Theft Prevention Program, designed to detect the warning signs – or "red flags" of identity theft in their day-to-day operations. By identifying red flags in advance, businesses will be better equipped to spot

suspicious patterns that may arise and take steps to prevent a red flag from escalating into a costly episode of identity theft.

- 4.12 Armored Car Services. The College currently has a contract with Brinks for armored courier service. All cash/checks are deposited by Brinks to a vault location.

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***** See ATTACHMENT B on DemandStar *****

See separate Excel document in DemandStar

NOTE: Include the completed ATTACHMENT B – REQUIREMENTS MATRIX under TAB 5 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.

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***** ATTACHMENT C – SAMPLE CONTRACT *****

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CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20__ between the District Board of Trustees of Broward College, Florida (“College”), _____ and _____ (“Vendor”) (collectively, the “Parties”), will be in effect until _____ (“Contract”).

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of _____.
Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability

- 1. Each Occurrence \$ _____
- 2. Personal & Advertising Injury \$ _____
- 3. General Aggregate \$ _____
- 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ _____

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

- 1. Per Occurrence \$ _____
- 2. General Aggregate \$ _____

E. Cyber Liability \$ _____

F. Pollution Liability

- 1. Per Occurrence \$ _____
- 2. General Aggregate \$ _____

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its _____ or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

BROWARD COLLEGE | **RFP-2023-058-OA**
DRUG-FREE WORKPLACE CERTIFICATION | **ATTACHMENT D**

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the College,
by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(Type of identification) _____
(Printed, typed or stamped commissioned name of notary public)

***** ATTACHMENT E – INFORMATION SECURITY
AFFIDAVIT *****

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Broward College

Information Security Affidavit

I, _____ [Name], the designated signing manager for
_____ [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

Initials

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

X _____

Title _____ Date _____

***** ATTACHMENT F – NON-DISCLOSURE AGREEMENT *****

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NON-DISCLOSURE/PROPRIETARY INFORMATION AGREEMENT

It is understood that it is the mutual desire of both The District Board of Trustees of Broward College, Florida with a principal place of business at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 (hereinafter referred to as "College"), and _____ with a principal place of business at _____ (hereinafter referred to as "Contracting Entity/Person") to disclose certain confidential information pursuant to this agreement ("Agreement").

College shall be: A Disclosing Party A Receiving Party Both
Contracting Entity/Person shall be: A Disclosing Party A Receiving Party Both

The specific purpose of the disclosure of confidential information is _____

_____.

The confidential information to be supplied under the provisions of this Agreement relates to _____

_____.

Confidential information includes any and all information, whether oral, written, in a physical embodiment or otherwise, which is disclosed for the purpose as set forth above and which is identified by the Disclosing Party at the time of disclosure as being proprietary. Information transmitted in writing must be marked "Proprietary," or "Confidential" or other similar designation in order for it to be covered under this Agreement. Information transmitted orally or visually and identified at the time as being proprietary shall be confidential information covered under this Agreement if it is identified at the time of disclosure by the Disclosing Party as being confidential or proprietary and thereafter reduced to writing by the Disclosing Party, confirming in the writing that the information is confidential or proprietary, and such writing is transmitted to the Receiving Party within ten (10) days after the oral or visual disclosure of the information.

- 1. The Receiving Party Agrees:
 - a. To use the confidential information only for the purpose set forth above.
 - b. To treat the information as being confidential and to protect the information with no less standard of care than the Receiving Party uses to protect its own confidential information.
 - c. To restrict circulation and disclosure of the confidential information to its employees, directors, officers or attorneys who have a need to know in connection with the purpose of the disclosure as set forth above, and to ensure that such persons are informed of the confidential nature of such information.
 - d. To hold such confidential information in confidence, and not to disclose the confidential information to any other party without the written authorization of the Disclosing Party.
 - e. To return or destroy the confidential information promptly upon request of the Disclosing Party, or, in any event, upon termination or completion of this Agreement, together with any and all copies, negatives, or reproductions thereof. One copy may be retained for archival purposes.

2. The Disclosing Party acknowledges that Receiving Party shall not be liable for disclosure or use of the confidential information which:
 - a. Was in the public domain at the time of its disclosure or becomes part of the public domain subsequent to time of disclosure under this Agreement through no fault of the Receiving Party; or
 - b. Was known to the Receiving Party at the time of disclosure; or
 - c. Is disclosed with the written approval of the Disclosing Party; or
 - d. Is independently developed by the Receiving Party without the use of the confidential information; or
 - e. Is rightfully furnished to the Receiving Party by a third party; or
 - f. Is disclosed by the Disclosing Party to others on a non-restricted basis; or
 - g. Is disclosed as required by law or judicial action.
3. This Agreement shall come into force as of the date of signature of the last party to sign the Agreement and shall be for a term of one (1) year thereafter; provided, however, that either party upon thirty (30) days' written notice to the other party, may terminate this Agreement on an earlier date. The Receiving Party agrees that during the term of this Agreement and for a period of three (3) years after the earlier to occur of this Agreement's expiration or termination, the Receiving Party shall not disclose the Disclosing Party's confidential information in contravention to the requirements of this Agreement nor shall the Receiving Party use such confidential information for any purpose other than as permitted by this Agreement.
4. The Receiving Party agrees that all confidential information of the Disclosing party shall remain the property of the Disclosing party, and that the Disclosing Party may use such confidential information for any purpose without obligation to the Receiving Party. No license, express or implied, in the Disclosing Party's confidential information is granted to the Receiving Party other than to use the confidential information in the manner and to the extent authorized by this Agreement. Nothing in this Agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement at any time.
5. None of the confidential information which may be submitted and/or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or any rights of third persons.
6. This Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes it, plus any related supplemental documents and notices shall be construed in accordance with and governed by the laws of such state. In no event shall either party be entitled to indirect, punitive or consequential damages relating to this Agreement.
7. This Agreement constitutes and expresses the entire agreement and understanding between the parties as relates to the subject matter contained in this Agreement and supersedes any previous discussions,

promises, representations, and understandings relative thereto, if any.

8. Nothing in this Agreement will prevent College from complying with the requirements of Chapter 119 and Section 1004.22(2) of the Florida Statutes regarding disclosure of public documents.
9. To the extent applicable each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws")."
10. The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to enter into this Agreement on behalf of their respective entity.
11. If either party loses or makes unauthorized disclosure of the other party's confidential information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
12. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party. This document contains the entire and exclusive agreement between the parties with respect to the subject matter hereof. Parole or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse may not be had to alleged dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Agreement. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision by that party. This Agreement may not be amended or modified except by a writing signed by both parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

In witness whereof, the duly authorized representative of each party has caused this Agreement to be duly executed on the dates set forth under their names, effective as of the date last signed below.

**The District Board of Trustees of
Broward College, Florida**

Contracting Entity/Person

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Read and acknowledged:

By: _____
Name: _____
Title: _____
Date: _____

BROWARD COLLEGE | **RFP-2023-058-OA**
PUBLIC ENTITY CRIMES STATEMENT | **ATTACHMENT G**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

A “public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See Section 287.133(1) (g), Florida Statutes.

“Convicted” means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An “affiliate” means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

The Proposal hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past thirty six (36) months; or (2) any listing of the Proposal or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3) (f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows

State Name of Convicted Applicant or Affiliate or N/A Here

Name of Company: _____

Address of Company: _____

Signature for the Company: _____

Title of Person Signing for the Company: _____

Signature of Witness: _____

Witness’ Relationship to the Company: _____

BROWARD COLLEGE | **RFP-2023-058-OA**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT H**

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says t

(5) (1) He/she _____ is _____ the
_____ (Owner, Partner, Officer, Representative or Agent)
of _____, the Proposer that has submitted
the attached proposal;

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Bid is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Non-Collusion Affidavit continued on next page...)

(... continued from previous page, Non-Collusion Affidavit)

Signed, sealed and delivered in the presence of:

_____ By: _____

 (Printed Name)

 (Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the _____ day of _____, 2020, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
Name(s) of individuals(s)
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

 (Name of Notary Public: Print, Stamp
 or Type as Commissioned.)
 Personally known to me, or
 Produced identification:

 (Type of Identification Produced)
 DID take an oath, or

DID NOT take an o_____

OPTIONAL INFORMATION:

Type of Document: _____

Number of Pages: _____

Number of Signatures Notarized: _____

BROWARD COLLEGE | **RFP-2023-058-OA**
VENDOR CONFLICT OF INTEREST FORM | **ATTACHMENT I**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of the College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES or NO** (check)

YES NO

If YES, please explain below:

PROPOSER'S COMPANY NAME: _____

Print Name and Title: _____

Signature: _____

***** See ATTACHMENT J on DemandStar *****

See separate PDF document in DemandStar

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**ATTACHMENT J
PERFORMANCE EVALUATION SURVEY FORM**

Please email this form to Orlando Aponte at oaonte@broward.edu once completed in **PDF format** prior to 2:30 p.m. ET on: **Thursday, November 30, 2023**

This form is to be completed by the organization providing the reference **only**.

Name of Company (Respondent to this RFP) on which reference is being provided:	
Company providing reference:	
Address of company providing reference:	
Name/title of person providing reference:	
Phone number of person providing reference:	
Email address of person providing reference:	
Date(s) of Service:	
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	

Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:

- 0 = Do Not Hire (our company would not hire them again)
- 1 = Poor (does not meet minimum standards)
- 2 = Fair (barely meets minimum standards)
- 3 = Average (meets minimum standards)
- 4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)
- 5 = Excellent or Outstanding (always exceed your expectations)

Insert YOUR RATINGS in this column

1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	
2. PERSONNEL: Regarding the performance and workmanship of company personnel. Please rate.	
3. TIMELINESS/RESPONSIVENESS: Was the company's timeliness and responsiveness satisfactory to your entity's needs? Please rate.	
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? Please rate.	
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed and resolved promptly? Please rate customer service.	
6. DEADLINES/MILESTONES/BUDGET: Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? Please rate.	
7. ABILITY TO PERFORM: Did the company have technical expertise, facilities, and equipment to perform as specified? Please rate.	
8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.	
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? Please rate.	
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?	

COMMENTS: Are there any additional comments you would like to add?

***** ATTACHMENT K - EXHIBITS *****

EXHIBIT K1 – SUMMARY OF BANK ACCOUNTS

EXHIBIT K2 – MERCHANT STATEMENT ANALYSIS

EXHIBIT K3 – MERCHANT STATEMENT ANALYSIS – AMEX

EXHIBIT K4 – MERCHANT ID

EXHIBIT K5 – RELATIONSHIP LEVEL

EXHIBIT K6 – CURRENT BANK MONTHLY VOLUME

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RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K1 - SUMMARY OF BANK ACCOUNTS
APR 2023 - JUN 2023

Master Account	3425	Beginning Balance	Total Credits	Total Debits	Ending Balance	Interest Paid
Apr-23		\$ 54,656,261.15	\$ 26,527,208.97	\$ (25,349,436.83)	\$ 55,834,033.29	189,721.10
May-23		\$ 55,834,033.29	\$ 27,341,597.29	\$ (26,119,237.49)	\$ 57,056,393.09	224,799.05
Jun-23		\$ 57,056,393.09	\$ 52,617,745.16	\$ (36,365,575.78)	\$ 73,308,562.47	205,431.98

Accounts Payable	3467	Beginning Balance	Total Credits	Total Debits	Ending Balance	Interest Paid
Apr-23		\$ -	\$ 6,342,724.82	\$ (6,342,724.82)	\$ -	-
May-23		\$ -	\$ 8,862,094.93	\$ (8,862,094.93)	\$ -	-
Jun-23		\$ -	\$ 12,100,401.39	\$ (12,100,401.39)	\$ -	-

Payroll Account	3506	Beginning Balance	Total Credits	Total Debits	Ending Balance	Interest Paid
Apr-23		\$ -	\$ 7,492,070.14	\$ (7,492,070.14)	\$ -	-
May-23		\$ -	\$ 8,020,452.42	\$ (8,020,452.42)	\$ -	-
Jun-23		\$ -	\$ 7,728,990.94	\$ (7,728,990.94)	\$ -	-

International Account	5307	Beginning Balance	Total Credits	Total Debits	Ending Balance	Interest Paid
Apr-23			\$ 68,912.50	\$ (68,912.50)		
May-23			\$ 31,132.00	\$ (31,132.00)		
Jun-23			\$ 53,150.55	\$ (53,150.55)		

RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K2 - MERCHANT STATEMENT ANALYSIS
WELLS FARGO MERCHANT STATEMENTS - MERCHANT - CLIENT LINE
APR 2023 - JUN 2023

Apr-23

AMEX

Account Name	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	-		-	-	(56.00)
Auxiliary Papercut	2,122.00	(10.00)	-	-	(205.56)
Central Campus Testing	37,305.50		-	-	(849.04)
Central Cashier	30,984.11	(3,115.25)	-	-	(361.49)
Cypress Creek Cashier	4,752.00	-	-	-	(133.79)
Dental Clinic	2,988.00	-	-	-	(53.57)
Institution Public Safety	3,780.00	(260.00)	-	-	(76.83)
IPS Testing	15,540.00	-	(87.00)	-	(289.00)
Miramar West Testing	1,027.00	-	-	-	(46.45)
North Testing Center	5,162.50	-	-	-	(121.96)
North Vision Care	5,391.90	(25.00)	-	-	(84.38)
South Campus Testing	3,801.00	-	-	-	(89.44)
Supply Chain Education	860.00	-	-	-	(59.96)
Tigertail Lake Center	-	-	-	-	(56.00)
Web	2,059,385.58	(154,365.16)	(388.70)	(1.95)	(33,649.45)
WHC Testing	-	-	-	-	(25.00)

(157,765.41)

May-23

AMEX

Account Name	Total Submitted	Third Party Transactions	Chargebacks/R eversals	Adjustments	Fees
Auxiliary EFI	-				(56.00)
Auxiliary Papercut	1,959.00	(34.00)			(170.94)
Central Campus Testing	18,353.50		(44.00)	-	(430.51)
Central Cashier	59,182.25	(1,691.09)	-	-	(619.24)
Cypress Creek Cashier	15,117.00				(450.37)
Dental Clinic	4,996.00				(83.76)
Institution Public Safety	4,900.00				(129.56)
IPS Testing	19,754.50		(43.50)		(372.25)
Miramar West Testing	574.50				(37.76)
North Testing Center	4,933.00		(43.50)		(121.59)
North Vision Care	5,208.00				(85.08)

South Campus Testing	2,358.50				(50.26)
Supply Chain Education	4,065.00				(130.75)
Tigertail Lake Center					(56.00)
Web	4,670,696.58	(394,419.06)	(3,320.64)	(1.95)	(67,993.26)
WHC Testing					(25.00)

(396,144.15)

Jun-23

AMEX

Account Name	Total Submitted	Third Party Transactions	Chargebacks/Reversals	Adjustments	Fees
Auxiliary EFI					(56.00)
Auxiliary Papercut	2,247.00	16.00			(178.55)
Central Campus Testing	11,352.00			(0.06)	(282.71)
Central Cashier	67,489.81	(742.40)			(1,799.17)
Cypress Creek Cashier	10,031.31				(288.22)
Dental Clinic	7,854.00				(138.17)
Institution Public Safety	3,820.00	(325.00)			(100.14)
IPS Testing	17,878.50				(331.63)
Miramar West Testing	520.50				(36.23)
North Testing Center	3,492.00				(114.63)
North Vision Care	5,173.00		(129.00)		(107.07)
South Campus Testing	2,805.00				(58.71)
Supply Chain Education	3,750.00				(144.68)
Tigertail Lake Center					(56.00)
Web	1,147,786.35	(90,877.55)	(211.29)	(0.19)	(26,869.65)
WHC Testing					(25.00)

(91,928.95)

RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K3 - MERCHANT STATEMENT ANALYSIS - AMEX
WELLS FARGO MERCHANT STATEMENTS - MERCHANT - CLIENT LINE
APR 2023 - JUN 2023

Apr-23

Account Name	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	10.00		-	-	(0.22)
Central Cashier	3,295.25		-	-	(74.14)
Institution Public Safety	260.00		-	-	(5.85)
North Vision Care	25.00		-	-	(0.56)
Web	142,513.62	(11,649.77)			(3,206.42)
Total	146,103.87	(11,649.77)			(3,287.19)

May-23

Account Name	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	34.00		-	-	(0.76)
Central Cashier	1,691.09		-	-	(38.06)
Institution Public Safety	-		-	-	(5.85)
North Vision Care	-		-	-	(0.56)
Web	411,481.71	(12,113.06)			(9,258.35)
Total	413,206.80	(12,113.06)			(9,303.58)

Jun-23

Account Name	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	12.00	(3.00)	-	-	(0.27)
Central Cashier	742.40		-	-	(16.71)
Institution Public Safety	325.00		-	-	(7.32)
North Vision Care	-		-	-	-
Web	77,590.29	(63,622.27)			(1,745.60)
Total	78,669.69	(63,625.27)			(1,769.90)

RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K4 - MERCHANT ID

DBA	Type of Sale	Deposit Location Number	VISA/MC	AMEX	Discover Card	Code
BC - DTC Cashier	Point of Sale	01	8000111917	4090661505	601113001853616	DT
BC - Central Cashier	Point of Sale	11	8000111909	4090661620	601113001952061	CC
BC - South Cashier	Point of Sale	31	8000111792	4090661547	601113002580655	SC
BC - North Vision Care	Point of Sale	24	8000111800	4090661687	601113003078923	VC
BC - Web	Online		8000111826	4090661695	601113002833385	WEB
BC - Institute of Public Safety	Point of Sale	N/A	8015245361	4099486557	601113009055685	IPS
BC - Tigertail Lake Center	Point of Sale	N/A	8015644118	4099661167		TLC
BC - Web Box Office	Online		8021519254	1091701581		
BC - FAT Box Office	Point of Sale	15	8021338374	1091701565		

RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K5 - RELATIONSHIP LEVEL
APRIL 2023

ACCOUNT NAME	ANALYSIS MONTH	AVERAGE DAILY POSITIVE LEDGER	AVERAGE DAILY NEGATIVE LEDGER	AVERAGE DAILY POSITIVE COLLECTED	AVERAGE DAILY NEGATIVE COLLECTED	TOTAL SERVICE CHARGE	EARNINGS CREDIT RATE	RESERVE REQUIREMENT RATE	INTEREST RATE ON EXCESS BALANCES	INTEREST PAID ON EXCESS BALANCES
BROWARD COLLEGE	04/01/2023	\$52,027,508.69	\$0.00	\$52,015,285.06	\$0.00	\$10,470.08	4.73%	0.00%	4.68%	\$189,721.10
BROWARD COLLEGE	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$1.41	4.73%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE DTC CASHIER #01	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	4.73%	0.00%		
BROWARD COLLEGE ED CENTER #41	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE NORTH CASHIER #21	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE PINES CENTER	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE SOUTH CASHIER #31	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE NORTH VISION CARE #24	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$1.37	4.73%	0.00%		
BROWARD COLLEGE CENTRAL BAILEY HALL #14	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE CENTRAL BOOKSTORE #12	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE NORTH BOOKSTORE #22	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE PINES CENTER BOOKSTORE	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE SOUTH BOOKSTORE #32	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE CENTRAL FOOD SERVICE	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE NORTH FOOD SERVICE #23	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE SOUTH FOOD SERVICE #33	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
DISTRICT BOARD OF TRUSTEES BC	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$216.58	4.73%	0.00%		
DISTRICT BOARD OF TRUSTEES	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
DISTRICT BOARD OF TRUSTEES	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
BROWARD COLLEGE	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.73%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	04/01/2023	\$52,027,508.69	\$0.00	\$52,015,285.06	\$0.00	\$8,120.94	4.73%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.87	4.73%	0.00%		
BROWARD COLLEGE	04/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$656.91	4.73%	0.00%		

RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K5 - RELATIONSHIP LEVEL
MAY 2023

ACCOUNT NAME	ANALYSIS MONTH	AVERAGE DAILY POSITIVE LEDGER	AVERAGE DAILY NEGATIVE LEDGER	AVERAGE DAILY POSITIVE COLLECTED	AVERAGE DAILY NEGATIVE COLLECTED	TOTAL SERVICE CHARGE	EARNINGS CREDIT RATE	RESERVE REQUIREMENT RATE	INTEREST RATE ON EXCESS BALANCES	INTEREST PAID ON EXCESS BALANCES
BROWARD COLLEGE	05/01/2023	\$56,816,743.45	\$0.00	\$56,764,199.10	\$0.00	\$11,550.00	4.95%	0.00%	4.90%	\$224,799.05
BROWARD COLLEGE	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$2.48	4.95%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE DTC CASHIER #01	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$47.19	4.95%	0.00%		
BROWARD COLLEGE ED CENTER #41	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE NORTH CASHIER #21	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE PINES CENTER	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE SOUTH CASHIER #31	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE NORTH VISION CARE #24	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE CENTRAL BAILEY HALL #14	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE CENTRAL BOOKSTORE #12	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE NORTH BOOKSTORE #22	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE PINES CENTER BOOKSTORE	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE SOUTH BOOKSTORE #32	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE CENTRAL FOOD SERVICE	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE NORTH FOOD SERVICE #23	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE SOUTH FOOD SERVICE #33	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
DISTRICT BOARD OF TRUSTEES BC	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$215.58	4.95%	0.00%		
DISTRICT BOARD OF TRUSTEES	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
DISTRICT BOARD OF TRUSTEES	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
BROWARD COLLEGE	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.95%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	05/01/2023	\$56,816,743.45	\$0.00	\$56,764,199.10	\$0.00	\$8,893.66	4.95%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$1,677.70	4.95%	0.00%		
BROWARD COLLEGE	05/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$713.39	4.95%	0.00%		

RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K5 - RELATIONSHIP LEVEL
JUNE 2023

ACCOUNT NAME	ANALYSIS MONTH	AVERAGE DAILY POSITIVE LEDGER	AVERAGE DAILY NEGATIVE LEDGER	AVERAGE DAILY POSITIVE COLLECTED	AVERAGE DAILY NEGATIVE COLLECTED	TOTAL SERVICE CHARGE	EARNINGS CREDIT RATE	RESERVE REQUIREMENT RATE	INTEREST RATE ON EXCESS BALANCES	INTEREST PAID ON EXCESS BALANCES
BROWARD COLLEGE	06/01/2023	\$53,365,346.64	\$0.00	\$53,309,094.98	\$0.00	\$10,686.48	4.98%	0.00%	4.93%	\$205,431.98
BROWARD COLLEGE	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$2.68	4.98%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE DTC CASHIER #01	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$20.75	4.98%	0.00%		
BROWARD COLLEGE ED CENTER #41	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE NORTH CASHIER #21	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE PINES CENTER	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE SOUTH CASHIER #31	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE NORTH VISION CARE #24	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$2.47	4.98%	0.00%		
BROWARD COLLEGE CENTRAL BAILEY HALL #14	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE CENTRAL BOOKSTORE #12	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE NORTH BOOKSTORE #22	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE PINES CENTER BOOKSTORE	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE SOUTH BOOKSTORE #32	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE CENTRAL FOOD SERVICE	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE NORTH FOOD SERVICE #23	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE SOUTH FOOD SERVICE #33	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
DISTRICT BOARD OF TRUSTEES BC	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$215.80	4.98%	0.00%		
DISTRICT BOARD OF TRUSTEES	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
DISTRICT BOARD OF TRUSTEES	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
BROWARD COLLEGE	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4.98%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	06/01/2023	\$53,365,346.64	\$0.00	\$53,309,094.98	\$0.00	\$8,339.80	4.98%	0.00%		
DISTRICT BOARD OF TRUSTEES BROWARD	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$1,493.91	4.98%	0.00%		
BROWARD COLLEGE	06/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$611.07	4.98%	0.00%		

RFP-2023-058-OA - BANKING SERVICES
EXHIBIT K6 - CURRENT BANK MONTHLY VOLUME

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	Current Monthly Average Volume
Account Reconciliation	10 0610	DDA12707	DEPOSIT LOCATION REPORTING - ITEM	411
	20 0020	DDA12061	ARP MONTHLY BASE - PARTIAL	1
	20 0201	DDA34337	CEO CHECK ISSUES-ITEM	7
	20 0306	DDA12604	ARP OPTIONAL REPORTS	1
	20 0306	DDA34350	CEO ARP STMT & RPTS MONTHLY BASE	1
	20 0310	DDA12609	ARP PAPER STATEMENT/REPORT DELIVERY	1
	20 0310	DDA12684	ARP PAPER STMT/REPORT MONTHLY BASE	1
	20 9999	DDA12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	20,884
ACH Fraud Filter	25 1050	DDA34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	3
	25 1052	DDA34338	ACH CEO FRAUD FILTER STOP - ITEM	2
ACH Origination	25 0000	DDA34377	ACH PAYMENTS BASE FEE	1
	25 0000	DDAES280	ACH MONTHLY BASE	1
	25 0102	DDAACH1D	ACH PAYMENTS FUTURE DATED ITEM	23
	25 0102	DDAACHYD	ACH PAYMENTS SAME DAY ITEM	1
	25 0102	DDAES211	ACH FUTURE DATED ITEM	6,578
	25 0120	DDAES206	ACH ORIGINATED - ADDENDA REC	12
	25 0302	DDA06502	ACH RETURN ITEM-ELECTRONIC	1
	25 0302	DDA06505	ACH RETURN ADMIN -ELECTRONIC	4
	25 0302	DDA06525	ACH NOC - ELECTRONIC	50
	25 0400	DDA34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	3
	25 0400	DDA34342	ACH CEO RETURN SUBSCRIPTION - ITEM	59
	25 0500	DDAES803	ACH PAYMENTS ONLINE BATCH RELEASE	11
	25 0501	DDAES801	ACH TRANSMISSION CHARGE	15
	25 0703	DDA34330	ACH CEO SUBSCRIPTION - ACCOUNT	7
25 0703	DDA34332	ACH CEO SUBSCRIPTION - ITEM	391	
ACH Receive	25 0202	DDAES344	ACH RECEIVED ITEM	363
	25 0220	DDAES349	ACH RECEIVED ADDENDA	589
Branch Services	15 0500	DDA22810	WF CHK CASHED FOR NONACCT HOLDER	3
Cash Vault	10 0100	DDA08173	CASH VAULT DEPOSIT	44
	10 0199	DDA08290	CASH VAULT CURRENCY/COIN DEPOSITED	17,248
Desktop Deposit/Electronic Check	01 0101	DDA15007	DESKTOP DEPOSIT-DEPOSIT CREDITED	25
	10 0224	DDA706	DESKTOP DEPOSIT-DEPOSITED ITEM	98
	40 0003	DDA15017	DESKTOP DEPOSIT MONTHLY BASE	1
EDI Reporting	30 0010	DDA34240	CEO EDI PMT DETAIL SUBSC MO BASE	1
Gen Acct Services Recoupment	00 0230	DDAIAMIB	RECOUPMENT MONTHLY IB	54,070
General Account Services	01 0000	DDA22051	ACCT MAINTENANCE	4
	01 0100	DDACK021	DEBITS POSTED	124
	01 0410	DDACK030	CLIENT ANALYSIS STATEMENT-PAPER	1
	25 0201	DDACK018	ELECTRONIC CREDITS POSTED	605
General Disbursement Services	15 0100	DDA22202	DDA CHECKS PAID	612
	15 0240	DDA22225	CHECK CASHING THRESHOLD MO BASE	1
	15 0240	DDA22235	OTC DEBIT BLOCK MONTHLY BASE	1
	15 0240	DDA22245	CHECKS PAY TO INDIV BLOCK MO BASE	1
	15 0240	DDAMD091	PYMT AUTH MAX CHECK MTHLY BASE	1
	15 0410	DDA12670	STOP PAYMENT - ONLINE	7
Image Delivery	15 1352	DDA12812	CEO IMAGE VIEW < 90 DAYS - ITEM	11
	15 1352	DDA12815	CEO IMAGE VIEW > 90 DAYS - ITEM	4
	40 0340	DDA27707	CEO SEARCH	40
Incoming Wire Transfers	35 0300	DDAES030	WIRE IN TO USA ACCT-USA DOMESTIC	1
	35 0310	DDAES076	WIRE IN XBDR USA ACCT-USD OR FX	2
	35 0320	DDAES191	WIRE IN XBDR CORRESP BANK-USD/FX	2
Information Reporting	40 0002	DDACS502	BAI MONTHLY BASE	8
	40 0052	DDA34100	CEO PREV DAY REPORTING SUBSCRIPTION	4
	40 0055	DDA34120	CEO INTRADAY REPORTING SUBSCRIPTION	4
	40 0221	DDACS504	BAI TRANSACTIONS REPORTED	1,445
	40 022Z	DDA34123	CEO ALERTS SERVICE - EMAIL	185
	40 0271	DDA34115	CEO PREV DAY REPORTING ITEMS LOADED	1,445
	40 0274	DDA34121	CEO INTRADAY REPORTING ITEMS RPTD	143
	40 9999	DDA27588	INFOFAX RETURN MONTHLY BASE	1

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	Current Monthly Average Volume
Merchant Payment Gateway	07 0223	DDA41910	PMT GATEWAY MONTHLY BASIC	11
	07 0223	DDA41912	PMT GATEWAY CREDIT CARD TRANS	9,368
MSC-TM	30 9999	DDAED370	PMGR TOTAL MTH POSTAGE AND HANDLING	220
Paper Checks Deposited	10 0225	DDA002	DEPOSITED CHECK	100
Payment Manager	15 1860	DDA21532	PAYMENT MANAGER PACKAGE PREPARATION	7
	30 0000	DDAED290	PAYMENT MANAGER MONTHLY BASE	1
	30 0100	DDA28005	PAYMENT MGR INBOUND TRANSMISSION	15
	30 0100	DDAED267	PAYMENT MANAGER DOMESTIC ACH TRAN	183
	30 0221	DDA28231	PAYMENT MGR EMAIL SERVICE	15
	30 9999	DDAED421	PAYMENT MGR NEXT DAY CHECK	516
Positive Pay	15 0030	DDA12681	POSITIVE PAY ONLY MONTHLY BASE	3
	15 0120	DDA12682	POSITIVE PAY ONLY - ITEM	580
	15 0122	DDADS191	PAYEE VALIDATION STANDARD-ITEM	555
	15 0222	DDA12505	POSITIVE PAY EXCEPTION CHECKS RETND	1
	15 0310	DDA12903	POSITIVE PAY EXCEPTIONS - ITEM	4
	15 0310	DDA12908	POS PAY CHECKS WITH NO ISSUE RECORD	2
	15 0724	DDA34336	POSITIVE PAY EXCEPTION - CEO IMAGE	4
Return Items	10 0400	DDACK061	RETURN ITEM - CHARGEBACK	1
	10 0416	DDA34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	4
	10 0416	DDACK062	CEO RETURN ITEM RETRIEVAL-IMAGE	1
	10 0416	DDACK064	CEO RETURN ITEM SERVICE MTHLY BASE	7
Subaccounting	01 0021	DDADS585	SUBACCOUNT MAINTENANCE	21
Wire Origination and Reporting	35 0100	DDAES139	WIRE OUT DOMESTIC CEO/API	16
	35 0113	DDAES147	WIRE OUT XBDR USD CEO/API	2
	35 9999	DDA18032	WIRE OUT OUR CHG-USA ACCT	2
	40 0003	DDA34205	WIRE TRANSFER REPORT BASE-CEO	4
	40 0274	DDA34207	WIRE TRANSFER RPRT PER ITEM-CEO	35
Zero Balance Account (ZBA)	01 0021	DDADS001	ZERO BALANCE MONTHLY BASE	3

BROWARD COLLEGE | **RFP-2023-058-OA**
STATEMENT OF NO RESPONSE | **ATTACHMENT L**

STATEMENT OF “NO” RESPONSE

If your company will not be submitting a proposal to this Request for Proposals (RFP), please complete this Statement of “No” Response Sheet and return, prior to the Reply Due Date established within, to Orlando Aponte at:

BROWARD COLLEGE
Procurement Services Department
oaponte@broward.edu

This information will help the College in the preparation of future solicitations.

RFP Number: _____

Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

√	Reasons for “NO” Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the solicitation.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____

ADDENDUM No. 1

SOLICITATION No.: RFP-2023-058-OA
SOLICITATION TITLE: BANKING SERVICES
DATE: November 20, 2023

This addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled BANKING SERVICES (RFP-2023-058-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO SOLICITATION

1. **CHANGE TO SOLICITATION DUE DATE**

New Solicitation Due Date: Monday, December 18, 2023.

This change will delete the current solicitation due date of Thursday, November 30, 2023, and replace it with the new solicitation due date of Monday, December 18, 2023, in the following sections of the solicitation document: TITLE PAGE, SECTION 1 – REQUIRED RESPONSE FORM, SECTION 2.7 – TIMELINE, and ATTACHMENT J – PERFORMANCE EVALUATION SURVEY FORM (REFERENCES).

2. **ATTACHMENTS**

None.

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

Signature and Print Name

Title

Company Name

Date

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

ADDENDUM No. 2

SOLICITATION No.: RFP-2023-058-OA
SOLICITATION TITLE: BANKING SERVICES
DATE: November 28, 2023

This addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled BANKING SERVICES (RFP-2023-058-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO SOLICITATION

1. **REFER TO SECTION 2.4.1 – Required Banking Services of the RFP document.**

~~**DELETE:** Point of Purchase Check Conversion.~~

2. **REFER TO SECTION 4.5 – PRICE PROPOSAL of the RFP document.**

~~**DELETE:** Required Banking Services. Provide a price schedule for all required banking services stated in Section 2.4.1 using AFP Service Codes. Include any one-time or set-up charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in proposal. If prices are tier-based on volume, provide all price tiers. If pricing is based on alternative method, please provide methodology and associated pricing.~~

REPLACE WITH: Submit ATTACHMENT A2A – PRICE PROPOSAL FORM in accordance with SCOPE OF WORK described in ATTACHMENT A. Include under TAB 6 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.

Required Banking Services. Provide any additional price schedule for all required banking services stated in Section 2.4.1 using AFP Service Codes and not mentioned in ATTACHMENT A2A – PRICE PROPOSAL FORM and/or that proposer will offer. Also include in the additional price schedule, any one-time or set-up charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in the proposal.

If prices are tier-based on volume, provide all price tiers. If pricing is based on alternative method, please provide methodology and associated pricing.

3. **REFER TO ATTACHMENT A – SCOPE OF WORK - SECTION 2 – Merchant / Credit-Debit Services of the RFP document.**

~~**DELETE IN SECTION 2.1:** The College also processes point-of-purchase check conversion through merchant services.~~

SECTION 2.1 SHOULD READ: The College accepts credit cards at multiple physical locations and over the internet. The College accepts Visa, MasterCard, American Express, Discover, and debit cards. Currently, the College uses the bank's website to authorize and settle credit card transactions.

DELETE IN SECTION 2.2: ~~point of purchase check conversion.~~

SECTION 2.2 SHOULD READ: Point of sale swipe type of equipment for credit and debit cards transactions will be provided for use at the College by the bank/provider credit card service. Equipment must be able to perform on-line authorizations, electronic transmittal of deposits to the College’s primary account, receipt printing, check reading/imaging, and deposit detail printing. If the College already owns the proposed equipment, provider’s systems should be able to interface with the existing hardware.

DELETE IN SECTION 2.5: ~~MBS.Text software is used for the bookstores. The selected bank will need to interface with MBS.Text software.~~

SECTION 2.5 SHOULD READ: Payments are currently accepted in all forms (terminal, virtual terminal, gateway). Terminal VX570 is most commonly used. Recently, VX570IP was added. Some locations use IC Verify 4.0.4. Online gateways are currently Cybersource, Auth.Net and IC Verify.

4. REFER TO ATTACHMENT B – REQUIREMENTS MATRIX of the RFP document.

DELETE: The Excel file titled “Attachment B - Requirements Matrix - RFP-2023-058-OA”.

REPLACE WITH: The Excel file titled “Attachment B - Requirements Matrix - RFP-2023-058-OA - Revised”, included as attachment to this Addendum and available on DemandStar.

5. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP

Q1 Merchant Services Questions. Please provide annual card transaction and dollar volumes by Broward College location.

R1 Refer to ATTACHMENT A2B - MERCHANT STATEMENT ANALYSIS 07.2022-06.2023 and ATTACHMENT A2C - MERCHANT STATEMENT ANALYSIS 07.2022-06.2023 - AMEX included in this ADDENDUM 1.

Q2 Merchant Services Questions. What is/are the current processing solutions Broward College uses?

- If more than one – please identify any/all vendor or product name, version, etc.
- Do you have a plan to replace any of these due to obsolescence? Please identify in specific.
- Do you have any plan to replace any of these as part of this RFP process? Please identify in specific.
- Are there any specific features or user characteristics that Broward College requires from the solutions? Please identify in specific.
- Are there any specific features or user characteristics that Broward College users do not like or do not work? Please identify in specific.

R2

- FirstData FD130 Duo.
- Replace once end of life is determined or once no further updates are provided.
- Preferably all credit card machines to be replaced.
- Information not available at this time.
- None.

Q3 Merchant Services Questions. What database/ system does Broward College currently use?

R3 CID.

Q4 Merchant Services Questions. Are transactions/ customer data stored on this system?

R4 Yes.

Q5 Merchant Services Questions. What is the current processing methodology?

- Mail Order/Telephone Order?
- Internet (Website with payment capabilities and/or Bill Presentment)?
- Retail – Terminal or POS where a swiped/chipped transaction occurs?

R5 - No.
- Yes.
- No.

Q6 Merchant Services Questions. Reporting Solutions – what are the current reports? Please provide samples/statements.

- Daily, Weekly, Monthly

R6 Chargeback report – Daily.
Dispute Notification – Daily.
Statement of Account – Monthly.

Q7 Merchant Services Questions. Are all transactions processed in US Dollars?

- If not, please identify what specific currencies you need to process transactions?

R7 Yes.

Q8 Merchant Services Questions. Are there any specific requirements/needs that Broward College currently use or recognizes as additional value to the organization, OR are there any “wish list” items - other than the items noted? If so, please identify.

R8 There are none at this time.

Q9 Merchant Services Questions. Section 2.3.1 states the College wants one contract for all “required banking services”, which includes Treasury Management and Merchant Services. Is the College aware that most providers of merchant services are third-party partnerships with banks and will require a separate contracts for the treasury management services and the merchant processing services? Is the College willing to accept proposals that will require separate contracts for these services?

R9 The College will not have a separate contract with different vendors for the required banking services.

Q10 General Banking Services Questions. Please elaborate on Scope of Work – Attachment A, 3.2: The proposer’s system must include the necessary software applications to enable the College to establish a data link with the prospective provider network. An internet-based solutions is preferred providing the ability to facilitate transfers remotely.

R10 The Proposer should use internet technologies for communication and data transfer. The data or information can be exchanged between the College and the prospective provider network without the need for physical presence.

Q11 General Banking Services Questions. What will the \$50 million ACH debit line be used for? Collections of what?

R11 Pay bill, transfer fund, and make supplier payments.

Q12 General Banking Services Questions. The summary of accounts (K1) has 4 bank accounts detailed. Exhibit K5 has 26 bank accounts detailed. What’s the purpose of the additional accounts on exhibit K5?

R12 They were used as location identifier. The College is considering phasing out the subaccounts.

Q13 General Banking Services Questions. Cash vault deposits. Is the cash vault currency/coin deposited per \$100 or \$1000?

R13 Deposited per \$1000.

Q14 General Banking Services Questions. General Banking Services 1.4 - Are the payment files sent to the bank include any P Card payments?

R14 No.

Q15 General Banking Services Questions. What is the make and model of your remote deposit machine?

R15 Currently the College is using Digital Check CheXpress CX30.

Q16 General Banking Services Questions. Is a five-year contract term a requirement?

R16 Yes.

Q17 Purchasing Card Questions. Please provide a breakout of the annual spend, number of cardholders and transactions for the following categories:

Answer:

- a. **Travel & Entertainment –**
- b. **Purchasing Card –**
- c. **Virtual Card –**

R17 a. Currently the College has 343 Travel Card holders. The annual spend in FY2022-23 is \$1.28 million.
b. Currently the College has 352 Procurement Card holders. The annual spend in FY2022-23 is \$1.45 million.
c. Virtual Card – Not applicable.

Q18 Purchasing Card Questions. What ERP system(s) do you use?

R18 The College uses the Workday system.

Q19 Purchasing Card Questions. Does your organization utilize a third-party tool (such as Concur) for expense management? If so, please confirm the name of the vendor.

R19 No, the College does not utilize a third-party tool for expense management.

Q20 Purchasing Card Questions. What are the key areas of improvement you would like to see related to the T&E Card and P-card programs in place currently?

R20 There are none at this time.

Q21 Purchasing Card Questions. What is your current billing and payment cycle?

R21 The College billing and the payment cycle is monthly.

Q22 Purchasing Card Questions. Are you willing to share a vendor file?

R22 No, the College prefers not to disclose this information.

Q23 Purchasing Card Questions. Do you have a vision for the future of your card program? Ex. Adding a virtual card.

R23 Not at this time.

Q24 Purchasing Card Questions. What brand is your current card program? Ex. Visa, MasterCard.

R24 The brand of the College's current card program is Visa.

Q25 Purchasing Card Questions. What is your overall spend mix for Check, ACH, Wire and Card?

R25 Information not available at this time.

Q26 What Accounts Payable (AP) solutions does Broward College operate?

a. Please provide additional information on any AP software the college uses or requires for integration (i.e. invoice processing).

R26 The College only uses the Workday system.

Q27 Can the College please elaborate further on the supply needed by the college for straps and rolls?

a. How often are loose bills received and deposited?

b. Please provide the average frequency of cash deposits and change orders.

R27 a. Received daily, deposited weekly.

b. Cash deposits weekly and change orders quarterly.

Q28 Positive pay is an automated Treasury Management service. Is the College looking to enroll in Positive Pay over Controlled Disbursement as a fraud prevention tool?

R28 The College would consider this option.

Q29 ServisFirst Bank as one of the highest QPD ratings of 25% in Florida. As section 4.3 of Other Banking Services mentions that we must pledge 50%, will this affect our qualifications?

R29 Yes.

Q30 In addition to the Proposal Organization Format, are there additional requirements that the College would prefer to have the RFP formatted?

a. To streamline our processes, could you please provide original documents of the Request for Proposals?

R30 No additional requirements. All documents are available on DemandStar.

Q31 Can the College provide further information on the College's Purchasing Card volume?

a. Please feel free to include additional information in regard to Purchasing Cards.

R31 Refer to R17.

Q32 Full account reconciliation services have decreased in usage by overall commercial clients, and ServisFirst provides BAI file formatting for account reconciliation. Can the College provide additional comments on this requested service?

R32 The College is currently using electronic statements and Partial ARP services from Wells Fargo.

Q33 Can the College provide additional information and comments pertaining to the web processing mentioned in the meeting?

R33 The College uses web processing for ACH, wire transfer, and merchant transactions. The College would like to find out what other web processing services the proposers can offer.

Q34 Can we get analysis statements, one statement from your higher volume months, and one for a lower volume month?

R34 Information is not available at this time.

Q35 There is subaccounting in the pricing grid provided? What exactly are you using the subaccounting for? This solution is more of a receivables/reconciliation solution but sweeps funds to a main account similar to zba. These accounts don't offer any debits (ach and check are usually blocked) and the account number itself acts as a location identifier on the receivables. So I'm interested in knowing what the 21 locations are?

R35 Refer to R12.

Q36 Several of the systems the college is currently using are end of life and cannot be reprogrammed. Will the school be willing to update the Verifone devices?

R36 Yes.

Q37 Is IC Verify integrated into an ERP solution? If so, what other options does that ERP solution provide for credit card integration?

R37 No.

Q38 What system and provider is the College currently using to run electronic checks?

R38 The College does not process check transactions electronically.

Q39 Are there any known proprietary software/ERP solutions in place today at any of the locations?

R39 Currently a proprietary system referred to as CID is being used as the College's Student Information System.

Q40 For the commercial credit card/Purchasing card can we please get 3 months of statements?

R40 No, the College prefers not to disclose this information.

Q41 Will Broward College need supplies such as checks, deposit slips, endorsement stamps, etc.? If so, how many of each are needed on an annual basis? If deposit slips are needed, would you like single, duplicate or triplicate slips?

R41 Yes, deposit slips with duplicate slips - 1,200/year, endorsement stamps - 6.

Q42 We need a signed NDA before the SOC2 report can be shared.

R42 NDA can be signed with the awarded vendor. Proposer can include in reply a statement that SOC2 report will be available if awarded contract.

Q43 The term "Payment Management" refers to Paymode-X or IP?

R43 Information is not available at this time.

Q44 RFP Section Exhibit K6. RFP Page Number 74/75. What is the make and model number of the existing Desktop Deposit scanning device?

R44 Digital Check CheXpress CX30.

Q45 RFP Section Exhibit K6. RFP Page Number 74/75. It would appear that you are being billed for 21 Subaccount Maintenance charges. When comparing this to Exhibit K5, it would appear these

Subaccounts are no longer fully used. The total service charge for some of those accounts is \$0.00. Can you clarify if all 21 are used and for what purpose?

R45 Refer to R12.

Q46 RFP Section Section 2.4.2. RFP Page Number 5. For P-Card would the college like information about Virtual Card. If so, would the college be willing to provide a 12-month spend AP file for analysis? (a template can be sent upon request).

R46 Yes, the College is interested in receiving information about Virtual Card and is willing to provide an AP spend file for analysis in the future with the awarded vendor.

Q47 RFP Section Attachment A 2.1 & 2.2. RFP Page Number 35/37. Please describe the Point of Check Conversion solution, and process in use today.

R47 Refer to SECTION 1 of this ADDENDUM 1.

Q48 RFP Section Attachment A 2.5. RFP Page Number 35/37. How does the MBS Text Software solution integrate to the current provider today?

R48 Refer to SECTION 1 of this ADDENDUM 1.

Q49 RFP Section Attachment A 2.5. RFP Page Number 35/37. Are the Vx570 and Vx570IP Devices stand-alone devices? Or, do they integrate to a third party POS provider?

R49 Stand alone.

Q50 RFP Section Exhibit K6. RFP Page Number 74. What month does the current monthly average volume in exhibit K6 represent? Assuming there is seasonality, can the college provide annual volumes on a monthly basis?

R50 Information is not available at this time.

Q51 RFP Section Attachment A. RFP Page Number 34. What are all the systems and softwares the College would need the bank to interface? (ERP, Treasury Workstation, etc.).

R51 ERP System: Workday.
Student Information System: CID.

Q52 RFP Section Exhibit K2 – K3. RFP Page Number 67-69. Can the College provide the detailed, monthly Merchant Statements?

R52 Refer to R1.

Q53 RFP Section Attachment A 1.9. RFP Page Number 34. Can the College provide an estimate for the other routine banking services volumes? (endorsement stamps, locking bags, coin wrappers, bulk coin deposit bags, currency straps, and night deposit services).

R53 Only 6 endorsement stamps.

Q54 RFP Section Attachment A 1.10. RFP Page Number 34. Can the College provide volumes for the two-part deposit slips?

R54 Approximately 1600/year.

Q55 Will the College accept any edits or negotiation of the Section 7 General Conditions?

R55 No, changes can only be proposed to the resulting contract.

Q56 Need further direction on what is required by the College in “Litigation History” response Section 4.1.7. Seems broad.

R56 List any services related litigation history for the past five years.

Q57 It appears the College is open to negotiation of the “Sample Contract” with the chosen Proposer, such that mutually agreeable terms can be reached. Please confirm.

R57 Confirmed, to be discussed with the recommended Respondent during contract negotiations .

Q58 Responding financial institutions each have their own applicable form agreements, terms, and conditions for the banking services sought by the College. Please confirm whether the chosen institution’s existing agreements, terms, and conditions for its services will be incorporated into negotiations and the ultimate contract agreed to by the College and the chosen Proposer.

R58 Confirmed.

Q59 Please provide more information around the college’s student refund process:

- a. How does the College process student refunds today?
- b. What is the approximate number of student refunds processed via ACH vs. via paper check?
- c. What is the average dollar amount per check of the student refunds processed via paper check?

- R59
- a. The College partners with BankMobile to process 99% of all student refunds. Twice weekly our system generates a file with refund information for each student that is sent to BankMobile, followed by a Wire transfer with funds for the said refunds.
 - b. For Fiscal Year 2022-23, EFT Count: 71,947; Check Count: 507.
 - c. Average paper check amount: \$617.59.

4. ATTACHMENTS

- ATTACHMENT A2A - PRICE PROPOSAL FORM
- ATTACHMENT A2B - MERCHANT STATMENT ANALYSIS 07.2022-06.2023
- ATTACHMENT A2C - MERCHANT STATEMENT ANALYSIS 07.2022-06.2023 – AMEX
- ATTACHMENT B – REQUIREMENTS MATRIX – RFP-2023-058-OA - REVISED

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

Signature and Print Name

Title

Company Name

Date

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

RFP-2023-008-OA - BANKING SERVICES
ATTACHMENT A2A - PRICE PROPOSAL FORM

CATEGORY	AFP CODE	ELEMENT	DESCRIPTION	UNIT PRICE
Account Reconciliation	10 0610	DDA12707	DEPOSIT LOCATION REPORTING - ITEM	
	20 0020	DDA12061	ARP MONTHLY BASE - PARTIAL	
	20 0201	DDA34337	CEO CHECK ISSUES-ITEM	
	20 0306	DDA12604	ARP OPTIONAL REPORTS	
	20 0306	DDA34350	CEO ARP STMT & RPTS MONTHLY BASE	
	20 0310	DDA12609	ARP PAPER STATEMENT/REPORT DELIVERY	
	20 0310	DDA12684	ARP PAPER STMT/REPORT MONTHLY BASE	
	20 9999	DDA12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	
ACH Fraud Filter	25 1050	DDA34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	
	25 1052	DDA34338	ACH CEO FRAUD FILTER STOP - ITEM	
ACH Origination	25 0000	DDA34377	ACH PAYMENTS BASE FEE	
	25 0000	DDAES280	ACH MONTHLY BASE	
	25 0102	DDAACH1D	ACH PAYMENTS FUTURE DATED ITEM	
	25 0102	DDAACHYD	ACH PAYMENTS SAME DAY ITEM	
	25 0102	DDAES211	ACH FUTURE DATED ITEM	
	25 0120	DDAES206	ACH ORIGINATED - ADDENDA REC	
	25 0302	DDA06502	ACH RETURN ITEM-ELECTRONIC	
	25 0302	DDA06505	ACH RETURN ADMIN -ELECTRONIC	
	25 0302	DDA06525	ACH NOC - ELECTRONIC	
	25 0400	DDA34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	
	25 0400	DDA34342	ACH CEO RETURN SUBSCRIPTION - ITEM	
	25 0500	DDAES803	ACH PAYMENTS ONLINE BATCH RELEASE	
	25 0501	DDAES801	ACH TRANSMISSION CHARGE	
	25 0703	DDA34330	ACH CEO SUBSCRIPTION - ACCOUNT	
	25 0703	DDA34332	ACH CEO SUBSCRIPTION - ITEM	
ACH Receive	25 0202	DDAES344	ACH RECEIVED ITEM	
	25 0220	DDAES349	ACH RECEIVED ADDENDA	
Branch Services	15 0500	DDA22810	WF CHK CASHED FOR NONACCT HOLDER	
Cash Vault	10 0100	DDA08173	CASH VAULT DEPOSIT	
	10 0199	DDA08290	CASH VAULT CURRENCY/COIN DEPOSITED	
Desktop Deposit/Electronic Check	01 0101	DDA15007	DESKTOP DEPOSIT-DEPOSIT CREDITED	
	10 0224	DDA706	DESKTOP DEPOSIT-DEPOSITED ITEM	
	40 0003	DDA15017	DESKTOP DEPOSIT MONTHLY BASE	
EDI Reporting	30 0010	DDA34240	CEO EDI PMT DETAIL SUBSC MO BASE	
Gen Acct Services Recoupment	00 0230	DDAIAMIB	RECOUPMENT MONTHLY IB	
General Account Services	01 0000	DDA22051	ACCT MAINTENANCE	
	01 0100	DDACK021	DEBITS POSTED	
	01 0410	DDACK030	CLIENT ANALYSIS STATEMENT-PAPER	
	25 0201	DDACK018	ELECTRONIC CREDITS POSTED	
General Disbursement Services	15 0100	DDA22202	DDA CHECKS PAID	

RFP-2023-008-OA - BANKING SERVICES
ATTACHMENT A2A - PRICE PROPOSAL FORM

	15 0240	DDA22225	CHECK CASHING THRESHOLD MO BASE	
	15 0240	DDA22235	OTC DEBIT BLOCK MONTHLY BASE	
	15 0240	DDA22245	CHECKS PAY TO INDIV BLOCK MO BASE	
	15 0240	DDAMD091	PYMT AUTH MAX CHECK MTHLY BASE	
	15 0410	DDA12670	STOP PAYMENT - ONLINE	
Image Delivery	15 1352	DDA12812	CEO IMAGE VIEW < 90 DAYS - ITEM	
	15 1352	DDA12815	CEO IMAGE VIEW > 90 DAYS - ITEM	
	40 0340	DDA27707	CEO SEARCH	
Incoming Wire Transfers	35 0300	DDAES030	WIRE IN TO USA ACCT-USA DOMESTIC	
	35 0310	DDAES076	WIRE IN XBDR USA ACCT-USD OR FX	
	35 0320	DDAES191	WIRE IN XBDR CORRESP BANK-USD/FX	
Information Reporting	40 0002	DDACS502	BAI MONTHLY BASE	
	40 0052	DDA34100	CEO PREV DAY REPORTING SUBSCRIPTION	
	40 0055	DDA34120	CEO INTRADAY REPORTING SUBSCRIPTION	
	40 0221	DDACS504	BAI TRANSACTIONS REPORTED	
	40 022Z	DDA34123	CEO ALERTS SERVICE - EMAIL	
	40 0271	DDA34115	CEO PREV DAY REPORTING ITEMS LOADED	
	40 0274	DDA34121	CEO INTRADAY REPORTING ITEMS RPTD	
	40 9999	DDA27588	INFOFAX RETURN MONTHLY BASE	
Merchant Payment Gateway	07 0223	DDA41910	PMT GATEWAY MONTHLY BASIC	
	07 0223	DDA41912	PMT GATEWAY CREDIT CARD TRANS	
MSC-TM	30 9999	DDAED370	PMGR TOTAL MTH POSTAGE AND HANDLING	
Paper Checks Deposited	10 0225	DDA002	DEPOSITED CHECK	
Payment Manager	15 1860	DDA21532	PAYMENT MANAGER PACKAGE PREPARATION	
	30 0000	DDAED290	PAYMENT MANAGER MONTHLY BASE	
	30 0100	DDA28005	PAYMENT MGR INBOUND TRANSMISSION	
	30 0100	DDAED267	PAYMENT MANAGER DOMESTIC ACH TRAN	
	30 0221	DDA28231	PAYMENT MGR EMAIL SERVICE	
	30 9999	DDAED421	PAYMENT MGR NEXT DAY CHECK	
Positive Pay	15 0030	DDA12681	POSITIVE PAY ONLY MONTHLY BASE	
	15 0120	DDA12682	POSITIVE PAY ONLY - ITEM	
	15 0122	DDADS191	PAYEE VALIDATION STANDARD-ITEM	
	15 0222	DDA12505	POSITIVE PAY EXCEPTION CHECKS RETND	
	15 0310	DDA12903	POSITIVE PAY EXCEPTIONS - ITEM	
	15 0310	DDA12908	POS PAY CHECKS WITH NO ISSUE RECORD	
	15 0724	DDA34336	POSITIVE PAY EXCEPTION - CEO IMAGE	
Return Items	10 0400	DDACK061	RETURN ITEM - CHARGEBACK	
	10 0416	DDA34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	
	10 0416	DDACK062	CEO RETURN ITEM RETRIEVAL-IMAGE	
	10 0416	DDACK064	CEO RETURN ITEM SERVICE MTHLY BASE	
Subaccounting	01 0021	DDADS585	SUBACCOUNT MAINTENANCE	
Wire Origination and Reporting	35 0100	DDAES139	WIRE OUT DOMESTIC CEO/API	

RFP-2023-008-OA - BANKING SERVICES
ATTACHMENT A2A - PRICE PROPOSAL FORM

	35 0113	DDAES147	WIRE OUT XBDR USD CEO/API	
	35 9999	DDA18032	WIRE OUT OUR CHG-USA ACCT	
	40 0003	DDA34205	WIRE TRANSFER REPORT BASE-CEO	
	40 0274	DDA34207	WIRE TRANSFER RPRT PER ITEM-CEO	
Zero Balance Account (ZBA)	01 0021	DDADS001	ZERO BALANCE MONTHLY BASE	

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT A2B - WELLS FARGO MERCHANT STATEMENTS ANALYSIS
MERCHANT - CLIENT LINE

JULY 2022 - JUNE 2023

Annual Transactions (July 2022 - June 2023)

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995	-	-	-	-	(672.00)
Auxiliary Papercut	174102501999	16,027.90	(260.00)	(12.00)	-	(1,657.75)
Central Campus Testing	174102510990	174,719.50	-	(94.00)	(0.06)	(4,182.19)
Central Cashier	425040101999	846,486.34	(46,408.30)	-	(32.00)	(10,655.02)
Cypress Creek Cashier	425040100991	94,855.95	-	-	-	(2,749.87)
Dental Clinic	174102506998	47,632.00	-	-	-	(899.73)
Institution Public Safety	425040106998	39,265.00	(2,730.00)	(295.00)	-	(952.33)
IPS Testing	174102511998	191,806.50	-	(478.50)	(0.24)	(3,650.40)
Miramar West Testing	174102514992	6,944.50	-	-	-	(445.93)
North Cashier	425040102997	23,106.32	-	-	(16.00)	(237.36)
North Testing Center	174102513994	34,712.50	-	(43.50)	(0.16)	(1,008.72)
North Vision Care	425040104993	51,887.68	(2,929.00)	(129.00)	(16.00)	(762.57)
South Campus Testing	174102509992	20,046.00	-	-	(0.16)	(448.87)
South Cashier	425040103995	38,771.43	(1,218.83)	-	-	(303.85)
Supply Chain Education	174102507996	63,580.00	-	-	(1.28)	(1,854.41)
Tigertail Lake Center	174102508994	-	-	-	-	(672.00)
Web	174102500991	30,146,495.36	(2,454,883.09)	(37,035.47)	(98.38)	(507,951.29)
WHC Testing	174102512996	(74.00)	-	-	(0.32)	(300.31)
Total		31,796,262.98	(2,508,429.22)	(38,087.47)	(164.60)	(539,404.60)

July 2022

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999					(31.00)
Central Campus Testing	174102510990	4,569.00				(115.56)
Central Cashier	425040101999	78,814.66	(1,022.10)			(826.88)
Cypress Creek Cashier	425040100991	30,311.40				(875.93)
Dental Clinic	174102506998	12,613.00				(233.91)
Institution Public Safety	425040106998	3,335.00	(295.00)			(72.19)
IPS Testing	174102511998	16,558.00		(87.00)		(318.28)
Miramar West Testing	174102514992	552.50				(36.90)
North Cashier	425040102997	6,054.43				(62.55)
North Testing Center	174102513994	1,453.00			(0.16)	(56.34)
North Vision Care	425040104993	4,037.39	(297.00)			(44.40)
South Campus Testing	174102509992	1,272.50			(0.16)	(31.47)
South Cashier	425040103995	5,372.70				(34.58)
Supply Chain Education	174102507996	2,670.00			(1.28)	(55.22)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	4,985,119.08	(420,702.45)	(1,347.76)	(313.93)	(76,743.65)
WHC Testing	174102512996				(0.32)	(25.03)
Total		5,152,732.66	(422,316.55)	(1,434.76)	(315.85)	(79,675.89)

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT A2B - WELLS FARGO MERCHANT STATEMENTS ANALYSIS
MERCHANT - CLIENT LINE

JULY 2022 - JUNE 2023

August 2022

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999					(31.00)
Central Campus Testing	174102510990	6,811.00				(169.85)
Central Cashier	425040101999	150,710.95	(10,665.68)			(1,443.40)
Cypress Creek Cashier	425040100991	492.00				(17.46)
Dental Clinic	174102506998	4,089.00				(88.17)
Institution Public Safety	425040106998	3,630.00	(40.00)			(92.90)
IPS Testing	174102511998	18,099.50				(322.14)
Miramar West Testing	174102514992	383.00				(33.62)
North Cashier	425040102997	17,051.89				(172.94)
North Testing Center	174102513994	1,767.00				(69.44)
North Vision Care	425040104993	2,896.45	(766.00)			(32.08)
South Campus Testing	174102509992	1,185.50				(31.02)
South Cashier	425040103995	33,398.73	(1,218.83)			(265.12)
Supply Chain Education	174102507996	7,530.00				(175.07)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	5,558,198.95	(449,101.58)	(6,458.05)		(78,143.52)
WHC Testing	174102512996	(55.50)				(25.20)
Total		5,806,188.47	(461,792.09)	(6,458.05)	-	(81,224.93)

September 2022

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	2.00	(2.00)			(31.30)
Central Campus Testing	174102510990	6,434.50				(155.59)
Central Cashier	425040101999	73,029.86	(4,317.40)			(927.83)
Cypress Creek Cashier	425040100991	5,120.70				(153.27)
Dental Clinic	174102506998					(4.15)
Institution Public Safety	425040106998	5,705.00	(590.00)			(148.87)
IPS Testing	174102511998	14,181.00		(87.00)		(295.64)
Miramar West Testing	174102514992	185.00				(29.58)
North Cashier	425040102997					(1.87)
North Testing Center	174102513994	1,469.00				(58.28)
North Vision Care	425040104993	4,976.40	(696.00)			(43.17)
South Campus Testing	174102509992	497.50				(13.60)
South Cashier	425040103995					(4.15)
Supply Chain Education	174102507996	10,410.00				(232.95)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	190,336.61	30,069.87	(6,725.82)		(23,030.86)
WHC Testing	174102512996					(25.00)
Total		312,347.57	24,464.47	(6,812.82)	-	(25,268.11)

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ATTACHMENT A2B - WELLS FARGO MERCHANT STATEMENTS ANALYSIS
MERCHANT - CLIENT LINE

JULY 2022 - JUNE 2023

October 2022

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	935.00	(20.00)			(108.08)
Central Campus Testing	174102510990	6,434.50				(155.59)
Central Cashier	425040101999	39,129.65	(3,927.83)			(349.45)
Cypress Creek Cashier	425040100991	9,548.70				(279.06)
Dental Clinic	174102506998	1,494.00				(29.31)
Institution Public Safety	425040106998	1,350.00				(33.48)
IPS Testing	174102511998	13,824.50		(43.50)		(277.07)
Miramar West Testing	174102514992	286.50				(29.64)
North Cashier	425040102997	-				-
North Testing Center	174102513994	2,074.50				(65.84)
North Vision Care	425040104993	5,050.95	(142.00)			(83.39)
South Campus Testing	174102509992	1,066.50				(22.68)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	3,405.00				(86.24)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	626,927.31	(64,859.45)	253.65	(33.86)	(16,259.08)
WHC Testing	174102512996	(18.50)				(25.08)
Total		711,508.61	(68,949.28)	210.15	(33.86)	(17,915.99)

November 2022

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	1,842.00	(16.00)			(189.08)
Central Campus Testing	174102510990	7,339.00		(18.50)		(187.07)
Central Cashier	425040101999	83,509.28	(935.07)		(32.00)	(978.58)
Cypress Creek Cashier	425040100991	6,282.87				(178.48)
Dental Clinic	174102506998	4,820.00				(97.56)
Institution Public Safety	425040106998	2,415.00				(43.13)
IPS Testing	174102511998	13,963.50		(87.00)		(293.36)
Miramar West Testing	174102514992	501.00				(34.19)
North Cashier	425040102997	-			(16.00)	-
North Testing Center	174102513994	1,616.00				(57.31)
North Vision Care	425040104993	3,137.50	(479.00)		(16.00)	(31.71)
South Campus Testing	174102509992	588.00				(13.02)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	9,490.00				(335.98)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	2,598,900.75	(234,411.44)	(4,042.70)		(41,827.11)
WHC Testing	174102512996					(25.00)
Total		2,734,404.90	(235,841.51)	(4,148.20)	(64.00)	(44,403.58)

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ATTACHMENT A2B - WELLS FARGO MERCHANT STATEMENTS ANALYSIS
MERCHANT - CLIENT LINE

JULY 2022 - JUNE 2023

December 2022

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	715.00	(3.00)	(10.00)		(109.11)
Central Campus Testing	174102510990	9,257.50				(222.69)
Central Cashier	425040101999	92,827.87	(2,024.22)			(1,801.48)
Cypress Creek Cashier	425040100991	1,476.00				(41.52)
Dental Clinic	174102506998	1,450.00				(28.85)
Institution Public Safety	425040106998	910.00	(45.00)	(295.00)		(39.41)
IPS Testing	174102511998	12,180.00				(213.13)
Miramar West Testing	174102514992	569.00				(41.23)
North Cashier	425040102997	-				-
North Testing Center	174102513994	2,464.50				(79.09)
North Vision Care	425040104993	1,775.94				(36.06)
South Campus Testing	174102509992	1,516.00				(30.44)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	5,750.00				(211.01)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	3,263,257.08	(280,981.82)	(740.63)		(50,993.46)
WHC Testing	174102512996					(25.00)
Total		3,394,148.89	(283,054.04)	(1,045.63)	-	(53,984.48)

January 2023

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	2,211.00	(66.00)	(2.00)		(226.31)
Central Campus Testing	174102510990	19,101.00				(464.82)
Central Cashier	425040101999	124,920.98	(16,909.75)			(1,004.02)
Cypress Creek Cashier	425040100991	5,575.37				(157.79)
Dental Clinic	174102506998	2,571.00				(47.04)
Institution Public Safety	425040106998	3,225.00	(50.00)			(88.67)
IPS Testing	174102511998	13,876.50		(43.50)		(266.17)
Miramar West Testing	174102514992	838.50				(43.74)
North Cashier	425040102997	-				-
North Testing Center	174102513994	4,095.00				(92.32)
North Vision Care	425040104993	4,433.90	(160.00)			(77.75)
South Campus Testing	174102509992	1,512.50				(32.90)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	4,650.00				(130.93)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	3,472,870.16	(269,249.71)	(9,600.45)	274.49	(56,660.22)
WHC Testing	174102512996					(25.00)
Total		3,659,880.91	(286,435.46)	(9,645.95)	274.49	(59,429.68)

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT A2B - WELLS FARGO MERCHANT STATEMENTS ANALYSIS
MERCHANT - CLIENT LINE

JULY 2022 - JUNE 2023

February 2023

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	2,063.90	(95.00)			(198.47)
Central Campus Testing	174102510990	27,284.50	-	(31.50)		(654.41)
Central Cashier	425040101999	25,817.07	(488.81)			(360.86)
Cypress Creek Cashier	425040100991	2,542.00				(72.45)
Dental Clinic	174102506998	2,453.00				(50.13)
Institution Public Safety	425040106998	1,280.00	(885.00)			(12.19)
IPS Testing	174102511998	18,139.50			(0.24)	(319.95)
Miramar West Testing	174102514992	880.50				(37.98)
North Cashier	425040102997	-				-
North Testing Center	174102513994	3,108.50				(81.52)
North Vision Care	425040104993	5,129.00				(64.77)
South Campus Testing	174102509992	1,489.00				(33.38)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	2,770.00				(88.85)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	545,493.04	(51,418.96)	(2,180.08)	(19.84)	(16,464.22)
WHC Testing	174102512996					(25.00)
Total		638,450.01	(52,887.77)	(2,211.58)	(20.08)	(18,576.18)

March 2023

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	1,931.00	(30.00)			(178.35)
Central Campus Testing	174102510990	20,477.50				(494.35)
Central Cashier	425040101999	20,069.85	(568.70)			(182.62)
Cypress Creek Cashier	425040100991	3,606.60				(101.53)
Dental Clinic	174102506998	2,304.00				(45.11)
Institution Public Safety	425040106998	4,915.00	(240.00)			(114.96)
IPS Testing	174102511998	17,811.00				(351.78)
Miramar West Testing	174102514992	626.50				(38.61)
North Cashier	425040102997	-				-
North Testing Center	174102513994	3,077.50				(90.40)
North Vision Care	425040104993	4,677.25	(364.00)			(72.71)
South Campus Testing	174102509992	1,954.00				(41.95)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	8,230.00				(202.77)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	1,027,523.87	(74,565.78)	(2,273.00)	(1.15)	(19,316.81)
WHC Testing	174102512996					(25.00)
Total		1,117,204.07	(75,768.48)	(2,273.00)	(1.15)	(21,368.95)

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT A2B - WELLS FARGO MERCHANT STATEMENTS ANALYSIS
MERCHANT - CLIENT LINE

JULY 2022 - JUNE 2023

April 2023

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995	-		-	-	(56.00)
Auxiliary Papercut	174102501999	2,122.00	(10.00)	-	-	(205.56)
Central Campus Testing	174102510990	37,305.50		-	-	(849.04)
Central Cashier	425040101999	30,984.11	(3,115.25)	-	-	(361.49)
Cypress Creek Cashier	425040100991	4,752.00	-	-	-	(133.79)
Dental Clinic	174102506998	2,988.00	-	-	-	(53.57)
Institution Public Safety	425040106998	3,780.00	(260.00)	-	-	(76.83)
IPS Testing	174102511998	15,540.00	-	(87.00)	-	(289.00)
Miramar West Testing	174102514992	1,027.00	-	-	-	(46.45)
North Cashier	425040102997	-				-
North Testing Center	174102513994	5,162.50	-	-	-	(121.96)
North Vision Care	425040104993	5,391.90	(25.00)	-	-	(84.38)
South Campus Testing	174102509992	3,801.00	-	-	-	(89.44)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	860.00	-	-	-	(59.96)
Tigertail Lake Center	174102508994	-	-	-	-	(56.00)
Web	174102500991	2,059,385.58	(154,365.16)	(388.70)	(1.95)	(33,649.45)
WHC Testing	174102512996	-	-	-	-	(25.00)
Total		2,173,099.59	(157,775.41)	(475.70)	(1.95)	(36,157.92)

May 2023

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995	-				(56.00)
Auxiliary Papercut	174102501999	1,959.00	(34.00)			(170.94)
Central Campus Testing	174102510990	18,353.50		(44.00)	-	(430.51)
Central Cashier	425040101999	59,182.25	(1,691.09)	-	-	(619.24)
Cypress Creek Cashier	425040100991	15,117.00				(450.37)
Dental Clinic	174102506998	4,996.00				(83.76)
Institution Public Safety	425040106998	4,900.00				(129.56)
IPS Testing	174102511998	19,754.50		(43.50)		(372.25)
Miramar West Testing	174102514992	574.50				(37.76)
North Cashier	425040102997	-				-
North Testing Center	174102513994	4,933.00		(43.50)		(121.59)
North Vision Care	425040104993	5,208.00				(85.08)
South Campus Testing	174102509992	2,358.50				(50.26)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	4,065.00				(130.75)
Tigertail Lake Center	174102508994	-				(56.00)
Web	174102500991	4,670,696.58	(394,419.06)	(3,320.64)	(1.95)	(67,993.26)
WHC Testing	174102512996	-				(25.00)
Total		4,812,097.83	(396,144.15)	(3,451.64)	(1.95)	(70,812.33)

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT A2B - WELLS FARGO MERCHANT STATEMENTS ANALYSIS
MERCHANT - CLIENT LINE

JULY 2022 - JUNE 2023

June 2023

AMEX

Account Name	Account #	Total Submitted	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	174102503995					(56.00)
Auxiliary Papercut	174102501999	2,247.00	16.00			(178.55)
Central Campus Testing	174102510990	11,352.00			(0.06)	(282.71)
Central Cashier	425040101999	67,489.81	(742.40)			(1,799.17)
Cypress Creek Cashier	425040100991	10,031.31				(288.22)
Dental Clinic	174102506998	7,854.00				(138.17)
Institution Public Safety	425040106998	3,820.00	(325.00)			(100.14)
IPS Testing	174102511998	17,878.50				(331.63)
Miramar West Testing	174102514992	520.50				(36.23)
North Cashier	425040102997	-				-
North Testing Center	174102513994	3,492.00				(114.63)
North Vision Care	425040104993	5,173.00		(129.00)		(107.07)
South Campus Testing	174102509992	2,805.00				(58.71)
South Cashier	425040103995	-				-
Supply Chain Education	174102507996	3,750.00				(144.68)
Tigertail Lake Center	174102508994					(56.00)
Web	174102500991	1,147,786.35	(90,877.55)	(211.29)	(0.19)	(26,869.65)
WHC Testing	174102512996					(25.00)
Total		1,284,199.47	(91,928.95)	(340.29)	(0.25)	(30,586.56)

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ATTACHMENT A2C - WELLS FARGO MERCHANT STATEMENTS - AMEX
MERCHANT - CLIENT LINE
JULY 2022 - JUNE 2023

Annual Transactions (July 2022 - June 2023)

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	288.00	(10.00)	-	-	(6.35)
Central Cashier	4090661620	46,408.30	-	-	-	(1,044.26)
Institution Public Safety	4099486557	2,730.00	-	-	-	(67.31)
North Vision Care	4090661687	3,039.00	-	-	-	(68.86)
Web	4090661695	2,440,676.06	(422,209.94)	-	-	(56,195.75)
Total		2,493,141.36	(422,219.94)	-	-	(57,382.53)

July 2022

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	-		-	-	-
Central Cashier	4090661620	1,022.10		-	-	(23.01)
Institution Public Safety	4099486557	295.00		-	-	(6.64)
North Vision Care	4090661687	297.00		-	-	(6.69)
Web	4090661695	413,732.34	(28,438.34)			(9,308.83)
Total		415,346.44	(28,438.34)	-	-	(9,345.17)

August 2022

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	-		-	-	-
Central Cashier	4090661620	4,652.10		-	-	(104.68)
Institution Public Safety	4099486557	40.00		-	-	(0.90)
North Vision Care	4090661687	766.00		-	-	(17.25)
Web	4090661695	456,587.13	12,772.77			(10,268.91)
Total		462,045.23	12,772.77	-	-	(10,391.74)

September 2022

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	2.00	-	-	-	(0.05)
Central Cashier	4090661620	10,330.98		-	-	(232.46)
Institution Public Safety	4099486557	590.00		-	-	(13.28)
North Vision Care	4090661687	696.00		-	-	(15.67)
Web	4090661695	(28,688.26)	(143,305.00)			(645.56)
Total		(17,069.28)	(143,305.00)	-	-	(907.02)

October 2022

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	20.00		-	-	(0.45)
Central Cashier	4090661620	3,927.83		-	-	(88.38)
Institution Public Safety	4099486557	-		-	-	-
North Vision Care	4090661687	142.00		-	-	(3.08)
Web	4090661695	63,297.85	(32,096.55)			(1,423.68)
Total		67,387.68	(32,096.55)	-	-	(1,515.59)

November 2022

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	16.00	(4.00)	-	-	(0.35)
Central Cashier	4090661620	435.07		-	-	(9.79)
Institution Public Safety	4099486557	-		-	-	-
North Vision Care	4090661687	479.00		-	-	(10.78)
Web	4090661695	165,779.11	(17,328.92)			(3,729.64)
Total		166,709.18	(17,332.92)	-	-	(3,750.56)

December 2022

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	3.00	-	-	-	(0.07)
Central Cashier	4090661620	2,524.22		-	-	(56.80)
Institution Public Safety	4099486557	45.00		-	-	(1.01)
North Vision Care	4090661687	-		-	-	-
Web	4090661695	347,338.64	(6,882.69)			(7,815.02)
Total		349,910.86	(6,882.69)	-	-	(7,872.90)

January 2023

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	64.00		-	-	(1.32)
Central Cashier	4090661620	16,909.75		-	-	(380.48)
Institution Public Safety	4099486557	50.00		-	-	(1.13)
North Vision Care	4090661687	135.00		-	-	(3.04)
Web	4090661695	273,182.43	(58,409.72)			(6,146.62)
Total		290,341.18	(58,409.72)	-	-	(6,532.59)

February 2023

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	97.00		-	-	(2.17)
Central Cashier	4090661620	488.81		-	-	(11.00)
Institution Public Safety	4099486557	885.00		-	-	(19.92)
North Vision Care	4090661687	135.00		-	-	(3.04)
Web	4090661695	51,166.39	(34,961.95)			(1,146.49)
Total		52,772.20	(34,961.95)	-	-	(1,182.62)

March 2023

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	30.00	(3.00)	-	-	(0.69)
Central Cashier	4090661620	388.70		-	-	(8.75)
Institution Public Safety	4099486557	240.00		-	-	(5.41)
North Vision Care	4090661687	364.00		-	-	(8.19)
Web	4090661695	66,694.81	(26,174.44)			(1,500.63)
Total		67,717.51	(26,177.44)	-	-	(1,523.67)

April 2023

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	10.00		-	-	(0.22)
Central Cashier	4090661620	3,295.25		-	-	(74.14)
Institution Public Safety	4099486557	260.00		-	-	(5.85)
North Vision Care	4090661687	25.00		-	-	(0.56)
Web	4090661695	142,513.62	(11,649.77)			(3,206.42)
Total		146,103.87	(11,649.77)	-	-	(3,287.19)

May 2023

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	34.00		-	-	(0.76)
Central Cashier	4090661620	1,691.09		-	-	(38.06)
Institution Public Safety	4099486557	-		-	-	(5.85)
North Vision Care	4090661687	-		-	-	(0.56)
Web	4090661695	411,481.71	(12,113.06)			(9,258.35)
Total		413,206.80	(12,113.06)	-	-	(9,303.58)

June 2023

Account Name	Account #	Total Submitted	Total Refunds, Other Fees & Adjustments	Chargebacks/ Reversals	Adjustments	Fees
Auxiliary EFI	2093251700	12.00	(3.00)	-	-	(0.27)
Central Cashier	4090661620	742.40		-	-	(16.71)
Institution Public Safety	4099486557	325.00		-	-	(7.32)
North Vision Care	4090661687	-		-	-	-
Web	4090661695	77,590.29	(63,622.27)			(1,745.60)
Total		78,669.69	(63,625.27)	-	-	(1,769.90)

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

Requirement		Complies?		Comments
Item	Mandatory Requirements/Minimum Qualifications	Yes?	No?	Vendor response below or reference tab in reply where the answer can be found.
1	Authority to offer banking services. Institution must hold a charter from either the United States Government or the State of Florida.	<input type="checkbox"/>	<input type="checkbox"/>	
2	Access to the Federal Reserve System. Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services. Provide supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	
3	Qualified Public Depository as defined in the Florida State Statute 280.17 at time of contract award. The proposer selected by the College as its depository must comply with Florida Statutory Law as it relates to public depositories – specifically Chapters 280, 136, 18, 230, and State Board of Education Rules 6A-14.0751, 6A-14.0752, and 6A-14.0765. Provide support documentation.	<input type="checkbox"/>	<input type="checkbox"/>	
4	Access to local banking office. Institution must have an established bank branch office located in Broward County, Florida and within ten (10) miles of each of its locations OR the institution must provide, at the College's option, daily weekday deposit pick up and/or delivery service from any College location outside of the ten (10) miles requirement.	<input type="checkbox"/>	<input type="checkbox"/>	
5	The College expects to negotiate and contract with only one proposer for ALL REQUIRED banking services identified in this solicitation. Joint ventures and subcontracting for REQUIRED banking services are acceptable, only if, proposed in accordance with SECTION 3.4.	<input type="checkbox"/>	<input type="checkbox"/>	
Item	Required Banking Services (Section 2.4.1)	Yes?	No?	Vendor response below or reference tab in reply where the answer can be found.
Does your institution provide each of the following required banking services? If yes, provide overview for each service and/or refer to appropriate tab.				
6	Operating Account.	<input type="checkbox"/>	<input type="checkbox"/>	

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

	Requirement	Complies?		Comments
7	Disbursement Account (ZBA).	<input type="checkbox"/>	<input type="checkbox"/>	
8	Depository Account (ZBA).	<input type="checkbox"/>	<input type="checkbox"/>	
9	Positive Pay.	<input type="checkbox"/>	<input type="checkbox"/>	
10	Online Banking/Cash Management.	<input type="checkbox"/>	<input type="checkbox"/>	
11	Automatic Clearing House (ACH) Transfers.	<input type="checkbox"/>	<input type="checkbox"/>	
12	Bank Wire/Funds Transfer (BWT).	<input type="checkbox"/>	<input type="checkbox"/>	
13	Information Reporting.	<input type="checkbox"/>	<input type="checkbox"/>	
14	Account Reconciliation.	<input type="checkbox"/>	<input type="checkbox"/>	
15	Online Stop Payments.	<input type="checkbox"/>	<input type="checkbox"/>	
16	Online Retrieval of Check and Deposit Images.	<input type="checkbox"/>	<input type="checkbox"/>	
17	Merchant/Credit-Debit Card Services.	<input type="checkbox"/>	<input type="checkbox"/>	
18	Treasury Banking Service.	<input type="checkbox"/>	<input type="checkbox"/>	
19	Cash Vault/Money Center.	<input type="checkbox"/>	<input type="checkbox"/>	
20	Banking Supplies.	<input type="checkbox"/>	<input type="checkbox"/>	
21	Check Printing/Payment Manager.	<input type="checkbox"/>	<input type="checkbox"/>	
22	Desktop Deposit Service.	<input type="checkbox"/>	<input type="checkbox"/>	
23	ACH Fraud Services.	<input type="checkbox"/>	<input type="checkbox"/>	

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ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

Requirement		Complies?		Comments
24	Check Image/CD Rom.	<input type="checkbox"/>	<input type="checkbox"/>	
Item	Optional Banking Services (Section 2.4.2)	Yes?	No?	Vendor response below or reference tab in reply where the answer can be found.
Does your institution provide each of the following optional services? If yes, provide brief overview for each service and/or refer to appropriate section.				
25	Cash Letter.	<input type="checkbox"/>	<input type="checkbox"/>	
26	Online Deposit on Return Items.	<input type="checkbox"/>	<input type="checkbox"/>	
27	Deposit Reconciliation.	<input type="checkbox"/>	<input type="checkbox"/>	
28	e-Check verification or guarantee service for web-based check processing.	<input type="checkbox"/>	<input type="checkbox"/>	
29	P-Card.	<input type="checkbox"/>	<input type="checkbox"/>	
30	Armored Car Services.	<input type="checkbox"/>	<input type="checkbox"/>	
Item	General Banking Services (Attachment A, Section 1)	Yes?	No?	Vendor response below or reference tab in reply where the answer can be found.
31	State the minimum number of accounts appropriate to maintain the College's operations and activity level.			
32	Describe recommended account structure and provide a brief discussion of the cost/benefit rationale for its recommendation. Additionally, provide the College's capability to define its own structure and number of accounts.			
33	Provide the proposed cut-off time for delivery of bank deposits to the branch bank office for same day credit on deposits.			
34	Describe the bank's cash management operation and the applicable timeliness for processing deposits and crediting said deposits to the College's account.			

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

	Requirement	Complies?		Comments
35	Does the bank's cash management operation allow charges for armored car service be passed to the analysis statement?	<input type="checkbox"/>	<input type="checkbox"/>	
36	Provide a list of potential designated bank branch offices located within 10 miles of each of the College's locations. Alternatively, provide at the College's option, daily weekday deposit pick-up and/or delivery service from any College location outside of the 10 mile requirement.			
37	Does the bank honor request for stop payment of checks from authorized College Business Office personnel? Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
38	Can the bank provide account statements in paper and electronic format? Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
39	Describe account statements with cut-off periods and delivery methods based on the College's needs.			
40	Describe full reconciliation services, if available, based on the College's needs.	<input type="checkbox"/>	<input type="checkbox"/>	
41	Can the bank restrict the College's ability to accept or send international checks and wires?	<input type="checkbox"/>	<input type="checkbox"/>	
42	Describe all other routine banking services offered, including but not limited to, endorsement stamps, locking bags, coin wrappers, bulk coin deposit bags, currency straps, and night deposit service available at the main branch and each site. The cost, if any, for deposit services should be listed as an OPTIONAL item/cost.			
43	Can the bank supply the College with two-part deposit slips to the College's specifications as to design, color, paper stock, and MICR encoding?	<input type="checkbox"/>	<input type="checkbox"/>	
44	Will the bank supply the College with checks for general and payroll bank accounts based on the College's specifications?	<input type="checkbox"/>	<input type="checkbox"/>	
45	Will the bank accommodate the need to get change funds upon request by phone and/or alternate methods from designated College personnel? Describe alternate methods.	<input type="checkbox"/>	<input type="checkbox"/>	

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

	Requirement	Complies?		Comments
46	Can the bank accommodate pre-authorized outgoing wires? upon request of authorized College personnel and guarantee arrival in the same day for requests made before designated time? Describe process and propose best time available based on the College's needs.	<input type="checkbox"/>	<input type="checkbox"/>	
47	Does the bank provide daily transfer notice(s) for funds transferred or wired to and from State of Florida agencies (monthly appropriations, State Board of Administration, etc.) and other accounts? Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
48	Describe ACH services for both debit and credit transactions based on the College's needs. Include the methods of transmission, proposed cut-off times, lead time required for new locations for direct deposits, including time for pre-notifications, pre-funding requirements with time requirements, and any security features related to processing direct deposits.			
49	Describe process for handling discrepancies found in the College's deposits and if any counterfeit currency is included in the deposit. State options available to the College, if any, to set minimum thresholds for these notifications.			
50	Can the bank provide College check-cashing services to non-account holders, regardless of dollar amount?	<input type="checkbox"/>	<input type="checkbox"/>	
51	Propose fraud prevention tool(s) such as "Positive Pay" or "Controlled Disbursement" based on the College's needs and provide description of each proposed tool.			
52	Describe different fraud scenarios applicable to the College's operations and provide descriptive examples of how the bank would handle each scenario. At least one scenario should include when a student's check is cashed by someone else.			
53	Discuss the bank's cash vault processing services for cost effective processing of deposited cash.			
54	Describe deposit reconciliation services based on the College's needs.			

RFP-2023-058-OA - BANKING SERVICES
ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

Requirement		Complies?		Comments
Item	Merchant / Credit-Debit Card Services (Attachment A, Section 2)	Yes?	No?	Vendor response below or reference tab in reply where the answer can be found.
55	Describe the bank's merchant / credit-debit card services based on the College's needs.			
56	Can the bank's point-of-sale equipment perform on-line authorizations, electronic transmittal of deposits to the College's primary account, receipt printing, check reading/imaging, and deposit detail printing?	<input type="checkbox"/>	<input type="checkbox"/>	
57	If the College already owns point-of-sale equipment, providers and systems should be able to interface with existing hardware. Discuss whether or not the bank can use existing equipment, reprogram existing equipment, or replace existing equipment and associated costs, if any.			
Item	Online Banking / Cash Management System (Attachment A, Section 3)	Yes?	No?	Vendor response below or reference tab in reply where the answer can be found.
58	Provide a detailed description, capacity, and flexibility of the cash management information system which will be made available based on the College's needs. Include a complete breakdown of any additional facilities required on the College's part, if applicable.			
59	Does the system permit authorized College personnel to have direct on-line computer access to account status information and for certain account activities?	<input type="checkbox"/>	<input type="checkbox"/>	
60	Does the system include the necessary software applications to enable the College to establish a data link with the prospective provider network? Internet based solution strongly preferred.	<input type="checkbox"/>	<input type="checkbox"/>	
61	Is the system capable of sending and receiving data transmissions based on the College's needs?	<input type="checkbox"/>	<input type="checkbox"/>	
62	Can the cash management information system interface with one or more auxiliary software packages (i.e. Microsoft Excel)? If so, describe software and process.	<input type="checkbox"/>	<input type="checkbox"/>	

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ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

	Requirement	Complies?	Comments
63	Provide detailed description of the system being proposed, including, but not limited to the software requirements and the system support provided by the proposer.		
64	Provide examples of the standard reports generated by the cash management system based on the College's needs.		
65	Describe available options regarding the modification of the proposed standard reports.		
66	Discuss the systems ability to make memo posting/activity detail available as it relates to same day wire activity, check screening, etc.		
67	Discuss any effects these alternatives would have on the system (i.e. timing of file downloads, method of downloading, attended, unattended).		
68	The proposing Financial Institutions' merchant services must be compatible with the College's online payment gateway Cybersource. Provide other online payment gateway companies your banking merchant service is compatible with.		
69	The proposing Financial Institutions' payment system and online banking must be compatible with the College's ERP System (Workday) and Student Information System (CID); to provide integrations and process our daily banking transactions.		
Item	Other Banking Services (Attachment A, Section 4)	Vendor response below or reference tab in reply where the answer can be found.	
70	Describe online stop payment process based on the College's needs.		
71	Describe online deposit on return items process for non-point of purchase returned checks based on the College's needs.		
72	Describe wire transfer process based on the College's needs.		
73	Describe how bank will ensure the collateralization of College Funds in accordance with F.S. Chapter 280.		

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ATTACHMENT B - REQUIREMENTS MATRIX - REVISED

	Requirement	Complies?	Comments
74	State all banking supplies to be provided to the College based on the College's needs.		
75	Provide information regarding the bank's disaster recovery plan including specific plans related to serving the College in the event of a disaster.		
76	Discuss overdraft protection as related to the College's needs.		
77	Discuss how Positive Pay transactions will be handled.		
78	Explain the bank's plan to ensure continuous service throughout the contract period.		
79	Describe how miscellaneous charges will be applied.		
80	State whether the bank may provide special low, no fee, or other special term services to College employees, describe in detail.		
81	The "Red Flag's Rule" requires many businesses and organizations to implement an Identity Theft Prevention Program, designed to detect the warning signs – or "red flags" of identity theft in their day-to-day operations. By identifying red flags in advance, businesses will be better equipped to spot suspicious patterns that may arise - and take steps to prevent a red flag from escalating into a costly episode of identity theft. Discuss the bank's identity theft program.		
82	Discuss any effects these alternatives would have on the system (i.e. timing of file downloads, method of downloading, attended, unattended).		
83	Describe any other Optional and/or Value Added Services the College may find useful.		