

**Bid Tabulation Packet
for
Solicitation GEN2118504P1**

Master Banking Services

Bid Designation: Public



Broward County Board of County Commissioners

Wells Fargo Bank, N.A.

Bid Contact **Jacqueline Kobialko**
 jacqueline.kobialko@wellsfargo.com
 Ph 954-712-3627
 Fax 877-402-8481

Address **350 E. Las Olas Blvd.**
18th Floor
Ft. Lauderdale, FL 33301

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2118504P1--01-01	TREASURY SERVICES: BALANCE & COMPENSATION INFORMATION	Supplier Product Code: Supplier Notes: As referenced in Treasury Supplemental Information - Retention Credit Offer - Treasury Services Evaluation Criteria 16, To further show the value we place on our relationship with Broward County, Wells Fargo is pleased to offer a retention bonus of up to \$200,000 in analysis credits. This bonus is being made as part of our overall proposal to the County, we hope this demonstrates our commitment to excellence on behalf of the County. This analysis credit is broken into components to align with the RFP. We are pleased to	First Offer - \$0.00	1 / lump sum	\$0.00	Y Y

offer a retention credit of \$150,000 for retaining Treasury Services. In addition to Treasury Services, Wells Fargo would like to offer a retention credit of \$40,000 for retaining Lockbox Services and an additional \$10,000 for retaining Safekeeping Services. All of these credits need to be utilized within the first year after a contract is fully executed. Our entire Government team hopes our response shows the County our expertise in serving Governmental clients our technology platforms and services, and the competitive pricing and offer to the County.

GEN2118504P1--01-02	TREASURY SERVICES: GENERAL ACCOUNT SERVICES	Supplier Product Code:	First Offer - \$4,084.19	1 / lump sum	\$4,084.19	Y
GEN2118504P1--01-03	TREASURY SERVICES: E-BOX	Supplier Product	First Offer - \$19,346.97	1 / lump sum	\$19,346.97	Y

SERVICES		Code:				
GEN2118504P1--01-04	TREASURY SERVICES: DEPOSITORY SERVICES	Supplier Product Code:	First Offer - \$89,099.29	1 / lump sum	\$89,099.29	Y
GEN2118504P1--01-05	TREASURY SERVICES: PAPER DISBURSEMENT SERVICES	Supplier Product Code:	First Offer - \$37,238.84	1 / lump sum	\$37,238.84	Y
GEN2118504P1--01-06	TREASURY SERVICES: PAPER DISBURSEMENT RECON SERVICES	Supplier Product Code:	First Offer - \$3,345.15	1 / lump sum	\$3,345.15	Y
GEN2118504P1--01-07	TREASURY SERVICES: GENERAL ACH SERVICES	Supplier Product Code:	First Offer - \$55,796.62	1 / lump sum	\$55,796.62	Y
GEN2118504P1--01-08	TREASURY SERVICES: EDI PAYMENT SERVICES	Supplier Product Code:	First Offer - \$11,503.54	1 / lump sum	\$11,503.54	Y
GEN2118504P1--01-09	TREASURY SERVICES: WIRE & OTHER FUNDS TRANSFER SERVICE	Supplier Product Code:	First Offer - \$18,821.00	1 / lump sum	\$18,821.00	Y
GEN2118504P1--01-10	TREASURY SERVICES: INFORMATION SERVICES	Supplier Product Code:	First Offer - \$12,091.13	1 / lump sum	\$12,091.13	Y
GEN2118504P1--01-11	TREASURY SERVICES: INTERNATIONAL SERVICES	Supplier Product Code:	First Offer - \$1,431.50	1 / lump sum	\$1,431.50	Y
Lot Total					\$252,758.23	

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs	
GEN2118504P1--02-01	LOCKBOX SERVICES: LOCKBOX SERVICES	Supplier Product Code: Supplier Notes: As referenced in Lockbox Supplemental Information - Retention Credit Offer - Lockbox Services Evaluation	First Offer - \$98,185.71	1 / lump sum	\$98,185.71	Y

Criteria 13, To further show the value we place on our relationship with Broward County, Wells Fargo is pleased to offer a retention bonus of up to \$200,000 in analysis credits. This bonus is being made as part of our overall proposal to the County, we hope this demonstrates our commitment to excellence on behalf of the County. This analysis credit is broken into components to align with the RFP. We are pleased to offer a retention credit of \$150,000 for retaining Treasury Services. In addition to Treasury Services, Wells Fargo would like to offer a retention credit of \$40,000 for retaining Lockbox Services and an additional \$10,000 for retaining Safekeeping Services. All of these credits

need to be utilized within the first year after a contract is fully executed. Our entire Government team hopes our response shows the County our expertise in serving Governmental clients our technology platforms and services, and the competitive pricing and offer to the County.

Lot Total \$98,185.71

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
GEN2118504P1--03-01	SAFEKEEPING SERVICES: INVESTMENT/CUSTODY SERVICES	Supplier Product Code: Supplier Notes: As referenced in Safekeeping Supplemental Information - Retention Credit Offer - Safekeeping Services Evaluation Criteria 18, To further show the value we place on our relationship with Broward County, Wells Fargo is pleased to offer a retention bonus of up to \$200,000 in analysis credits. This bonus is being made as part	First Offer - \$13,076.00	1 / lump sum \$13,076.00	Y

of our overall proposal to the County, we hope this demonstrates our commitment to excellence on behalf of the County.

This analysis credit is broken into components to align with the RFP. We are pleased to offer a retention credit of \$150,000 for retaining Treasury Services. In addition to Treasury Services, Wells Fargo would like to offer a retention credit of \$40,000 for retaining Lockbox Services and an additional \$10,000 for retaining Safekeeping Services. All of these credits need to be utilized within the first year after a contract is fully executed. Our entire Government team hopes our response shows the County our expertise in serving Governmental clients our technology

platforms and
services, and
the
competitive
pricing and
offer to the
County.

Lot Total **\$13,076.00**

Supplier Total **\$364,019.94**

Item: **TREASURY SERVICES: BALANCE & COMPENSATION INFORMATION**

Attachments

Treasury Reference Verification Treasury Services Miami Dade.pdf

Treasury Reference Verification Treasury Services Palm Beach School Board.pdf

Treasury Reference Verification Treasury Services Volusia County.pdf

Treasury Supplemental information - Additional New Services - Treasury Services Evaluation Criteria 9.pdf

Treasury Supplemental information - Availability Schedules, Screen Shots, and Statements - Treasury Services Evaluation Criteria 5i, 5ii, and 5iii.pdf

Treasury Supplemental information - Banking Services - Treasury Services Evaluation Criteria 3.pdf

Treasury Supplemental information - Branch Locations - Treasury Services Evaluation Criteria 7.pdf

Treasury Supplemental information - Commitment - Treasury Services Evaluation Criteria 12.pdf

Treasury Supplemental information - ECR - Treasury Services Evaluation Criteria 14.pdf

Treasury Supplemental information - Employee Perk Program - Treasury Services Evaluation Criteria 10.pdf

Treasury Supplemental information - Fraud Protection - Treasury Services Evaluation Criteria 6.pdf

Treasury Supplemental information - Implementation Plan - Treasury Services Evaluation Criteria 4.pdf

Treasury Supplemental information - Resumes - Treasury Services Evaluation Criteria 1.pdf

Treasury Supplemental information - Vendor Questionnaire Form - Treasury Services Number 3, 4, 14, and 15.pdf

Treasury Supplemental information - Vendor Questionnaire Form - Treasury Services Number 11.pdf

Lockbox Evaluation Criteria Response Form.pdf

Lockbox Reference Verification Lockbox Services City of Deerfield Beach.pdf

Lockbox Reference Verification Lockbox Services Contra Costa County Treasurer Tax Collector.pdf

Lockbox Reference Verification Lockbox Services Orange County Utilities.pdf

Lockbox Supplemental information - Implementation Schedule and Transmission Options - Lockbox Services Evaluation Criteria 3.pdf

Lockbox Supplemental information - Payment Acceptance - Lockbox Services Evaluation Criteria 7.pdf

Lockbox Supplemental information - Resumes - Lockbox Services Evaluation Criteria 1.pdf

Lockbox Supplemental information - Samples - Lockbox Services evaluation Criteria 4i, 4ii, and 4iii.pdf

Lockbox Supplemental information - Services - Lockbox Services Evaluation Criteria 2.pdf

Lockbox Supplemental information - Vendor Questionnaire Form - Lockbox Services Number 3, 4, 14, 15, and 17.pdf

Lockbox Supplemental information - Vendor Questionnaire Form - Lockbox Services Number 11.pdf

Lockbox Supplemental information - Wholetail Lockbox Flow Chart - Lockbox Services Evaluation Criteria 5.pdf

Safekeeping Evaluation Criteria Response Form.pdf

Safekeeping Supplemental information - Transition Plan - Safekeeping Evaluation Criteria 16.pdf

Safekeeping Supplemental information - Vendor Questionnaire Form - Safekeeping Number 12, 14, and 15.pdf

Safekeeping Supplemental information - WFS Pricing Source Guide - Safekeeping Evaluation Criteria 10.pdf

Purchasing Card Reference Verification Purchasing Card Services City of Albuquerque.pdf

Purchasing Card Reference Verification Purchasing Card Services Osceola Schools.pdf

Purchasing Card Reference Verification Purchasing Card Services St. Lucie County.pdf

Questionnaire Well Capitalized Questionnaire.pdf

Questionnaire Supplemental information - Well Capitalized Questionnaire.pdf

Questionnaire QPD and Local Presence.pdf

Questionnaire Supplemental information - QPD Local Presence Questionnaire.pdf

Insurance Errors and Omissions sample.pdf

Insurance Evidence Fidelity sample.pdf

Insurance General Liability sample.pdf

Supplier Response Form Supplemental information - Agreement Exception Form.docx

General Supplemental information - Cash Vault Deposit Preparation Guide.pdf

General Supplemental information - Coupon and Envelope Specifications.pdf

General Supplemental information - Financial information - General.pdf

General Supplemental information - Disclosures, Disclaimers, Legal Agreements, and Service Descriptions.pdf

Treasury Evaluation Criteria Response Form.pdf

Treasury Supplemental information - Retention Credit Offer - TreasuryServices Evaluation Criteria 16.pdf

Lockbox Supplemental information - Retention Credit Offer - Lockbox Services Evaluation Criteria 13.pdf

Safekeeping Supplemental information - Retention Credit Offer - Safekeeping Services Evaluation Criteria 18.pdf

Addendum_No._3_-_Proforma_Pricing_Schedule_GEN2118504P1.xlsx

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service
 - a. Responsive
 - b. Accuracy
 - c. Deliverables

2. Vendor's Organization:
 - a. Staff expertise
 - b. Professionalism
 - c. Turnover

3. Timeliness of:
 - a. Project
 - b. Deliverables

4. Project completed within budget

5. Cooperation with:
 - a. Your Firm
 - b. Subcontractor(s)/Subconsultant(s)
 - c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

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Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

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Satisfactory

Excellent

Not Applicable

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Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Treasury Services)

Reference for: Wells Fargo Bank, N.A.

Organization/Firm Name providing reference:

Volusia County

Accounting

Contact Name: Ryan Ossowski

Title: ~~Finance~~ Director

Reference date: 7/27/19

Contact Email: rossowski@volusia.org

Contact Phone: 386-736-5933 ext 12725

Name of Referenced Project: Banking Services (Treasury Services)

Contract No.

Date Services Provided:

Project Amount:

April 2017 to Current

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Banking & Investment Custodial

Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:				
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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New services

Business Process Review

We offer business process consulting services, which includes conducting a review of your internal workflows. When we meet with you, we'll observe and analyze the workflows and processes in one or more of your financial back-office operations. This review can include processes such as accounts receivable, accounts payable, reconciliation, cash positioning, or all of these.

We use observation, analysis, and reporting techniques that we've developed through working with hundreds of organizations, both public and private.

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

We provide our business process consulting services at no additional cost to you. The timing and scope will be at our discretion.

AP Control

With our Accounts Payable Control (AP Control) service, the County can AP payments to your suppliers using unique, virtual account numbers. Because your suppliers never have access to your commercial card account number, you have an added level of security and control.

Our Supplier Analysis and Onboarding service helps the County analyze your supplier list and develop a strategy to enroll suppliers to accept card payments. Your suppliers receive full support from our supplier enablement team, and you get the convenience of paying your suppliers by card.

Make it easier for your suppliers to receive 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.

The County sends us a payment file from your treasury workstation, ERP, or AP system, and we'll send the payment to your supplier's merchant acquirer. The merchant acquirer authorizes your payment and deposits funds directly into your supplier's deposit account. Your supplier receives an email notification with payment details. To help you reconcile, we'll send you a remittance detail file that you can upload to your accounting system. Our solution helps you maintain control of your AP process while easing payment processing and reconciliation.

*We will offer our Straight Through Processing solution in conjunction with our AP Control service. Our Straight Through Processing solution is currently in pilot. This is future functionality, which is subject to development, change, or cancellation. Wells Fargo makes no representation about when the functionality will go to market. Additional fees and restrictions apply.

Payment Manager

You can send consolidated payables files to streamline and automate your payment and remittance processes, strengthen trading partnerships, drive working capital, and improve operational efficiencies.

In a single file, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; we'll separate the payments by type and process them accordingly.

Payment types

Your file can include the following payment types:

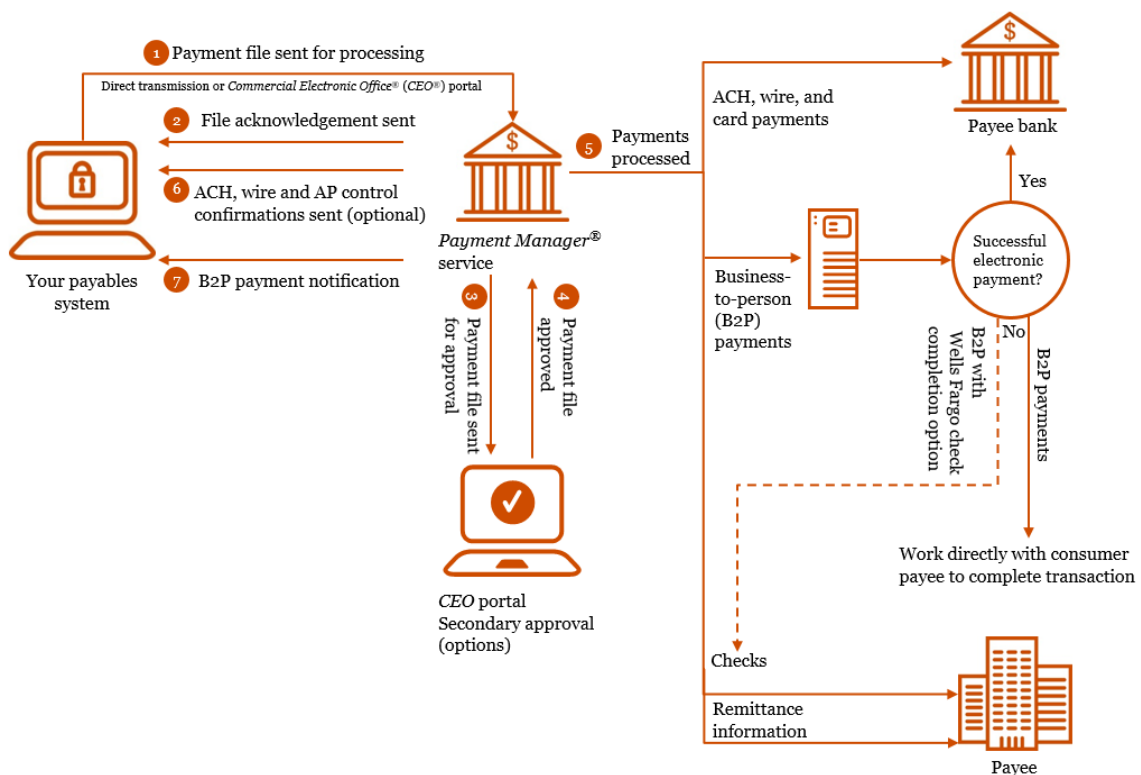
- U.S. dollar and Canadian dollar paper checks
- U.S. ACH transactions in U.S. dollars
- Global ACH transactions in foreign currencies
- U.S. dollar wires
- Foreign currency wires
- Requests for transfer (SWIFT MT101 messages)
- Wells Fargo commercial card transactions
- Disbursements with *Zelle*®

Online services

Through our online banking portal, you can:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements

How it works



Benefits

The key benefits of our service are outlined in the following paragraphs.

Lower error rates

By reducing the use of paper documents and manual data entry, you minimize mistakes and increase efficiency.

Accepts a variety of payment file formats

We accept most custom and proprietary file formats — almost any type of file format your system can generate. If you use a standard format, it can minimize your implementation cost and time.

Compatibility with treasury workstations, ERP systems, and other accounts payables systems

These include, but are not limited to:

Treasury workstations and ERP systems	
GTreasury	PeopleSoft
JD Edwards	SAP
Kyriba	SunGard
Lawson	Wall Street Systems
Microsoft Dynamics Great Plains	Yardi
Oracle*	

*If you use Oracle, you can use our software solution to manage data translation to the file.

Improve cash forecasting and reconciliation

Electronic control of your global disbursements allows you to better manage and forecast your cash flow. The service is also integrated with our account reconciliation and Positive Pay services.

Reduce costs

You can initiate multiple payment types in a single file. Sending one consolidated payables file reduces your internal costs associated with AP processing. Specifically, electronic payment methods can reduce your expenses for paper check payments.

Flexible file options

Delivery

Transmit your payment file using a variety of communication protocols (including multiple internet options) or upload it online.

Formats

This service accepts:

- Standard Wells Fargo flat file
- Wells Fargo XML
- ASC X12 820
- Lawson AP 161
- Excel
- SAP IDoc

- ISO 20022 (CGI common XML standard)
- Custom and proprietary formats

Processing deadlines

Our service accepts and acknowledges your file for initial processing 24 hours a day, 7 days a week.

Depending on the payment type you send, we'll process your file the same business day if we receive it by our cutoff time. We process a file that arrives after the cutoff the next business day. If you require secondary approval, it must be completed by the applicable deadline for same-day processing.

If a file includes multiple payment types, the earliest applicable deadline applies to the entire file.

Cutoff times (ET)

Payment type	File cutoff time
Checks Standard Same day*	10:00 p.m. 12:00 p.m.
ACH On-us same day settlement Transit same-day settlement One-day settlement Two-day settlement	8:30 p.m. 9:00 a.m. and 1:00 p.m. 8:30 p.m. 8:30 p.m.
Wires Fedwire SWIFT CHIPS	5:30 p.m. 5:00 p.m. 5:30 p.m.
Wells Fargo commercial card	Accepted when received
Zelle® payments	8:30 p.m.

*Subject to volume limitations and additional fees.

Safety and security

Secondary approval

You can make optional secondary approvals for some — or all — of your payments after we receive your file. The system can hold an entire file of payments, or an individual payment, for an authorized user to approve or delete. We'll then generate the payments and send remittance information based on your instructions.

History

Search for payment information, view standard reports, create custom reports, and schedule report reminders. Data is available for 90 calendar days after we receive your payment file.

Users with administrative authority have access to an audit report which provides snapshots of set ups and user entitlements. You can also view all changes made to set ups and user entitlements within the last 90 calendar days.

Assurance of receipt

Acknowledgments

We'll let you know by transmission, secure email, or both that your file has reached our system and has undergone initial processing. You can choose the format:

- XML
- ANSI X12 997 (standard EDI)
- ISO 20022
- Human-readable report

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgments online.

Confirmations

You have the option to receive payment confirmations for wire transfers, commercial card, and ACH payments by transmission, secure email, or both. You can also view and download confirmations online. You can choose the format:

- XML
- ANSI X12 824 (standard EDI)
- Excel CSV
- ISO 20022
- Human-readable report

Why Wells Fargo?

Disbursements with Zelle

A convenient new service, Disbursements with *Zelle*, allows you to replace business-to-consumer (B2C) check payments with electronic payments, using your payee's email address or mobile phone number.

Our service allows you to:

- Send payments without obtaining personal account or routing numbers
- Eliminate the risk of storing payee account data
- Reduce expenses related to paper checks
- Send a courtesy notification to your payee providing payment information

Unregistered payees

If your payee is not registered for *Zelle* payments at the time of payment initiation, we offer an optional feature that will send them a payment alert. This alert contains instructions for your payee to enroll to receive a *Zelle* payment. The funds will settle after your payee registers.*

*Your payees have 14 calendar days to register to receive their funds.

Check completion option

With this option, we can automatically issue a check payment to a registered payee if their electronic payment is unsuccessful. Our check completion option requires you to include complete check issue instructions along with your *Zelle* payment request.

When you choose this option, there are no additional steps to address payment failures because your payments will complete electronically or by check based on the payee's registration status.

Enhanced remittance delivery options

You can include detailed remittance information in your payment file. You choose the delivery method: online, email, mail, or fax. We'll separate and process the payments and forward the remittance data in a human-readable format to your payees.

Transition payees to electronic payments

We offer you two options to transition your payees to electronic payments.

1. Invite your payees (by mail or email) to self-enroll online to receive ACH payments (instead of check payments) and electronic remittance information. You choose the remittance delivery channel you want to offer: email, mail, fax, or online.
2. We analyze your vendor's data to provide an onboarding forecast. This predicts the conversion to commercial card, ACH, or both. We then plan an onboarding campaign on your behalf for your suppliers.

Templated payments

We offer you the option to send templated payments to your suppliers after they enroll. Our database facilitates the payments, which frees up valuable time and resources for the County.

Integration with centralized disbursements service

Our Centralized Disbursements Manager service is a web-based platform combining centralized disbursements with entity-level reporting. We partner with you to track and monitor disbursement activity and corresponding funding through a consolidated master account using a fully integrated online application. If the County's disbursements are centralized but reporting must be kept separate by operating location or business line, you will benefit from this service.

What's changing?

Currently, this service requires you to submit issue files containing your check and ACH payments in a Centralized Disbursement Manager-specific format. Therefore, if you use this service and our consolidated payables service, you're required to submit two separate files in separate formats.

We are now developing an integrated file; you'll have the ability to transmit a consolidated file for consolidated payables with payment instructions (ACH, virtual card, and check*) and Centralized Disbursement Manager issue records. Our consolidated payables service will process payments, then forward issue notices to our service.

*Only applies to domestic payments initiated in the U.S.

SafeVantage

The remote cash capture process provides daily provisional credits to your bank accounts. The smart safe holds your deposit until your armored carrier picks it up. The service can allow the County to accelerate cash flow by one to two days.

The deposit procedures increase employee efficiency and productivity, improve deposit accuracy, and improve employee safety.

How it works

To implement our remote cash capture solution, the County will choose an armored carrier to install bill validating and counterfeit detecting safes in your locations. Your employees will simply insert currency into the bill validators. The safe counts the cash, examines the bills, and rejects any bills suspected of being counterfeit. It also tracks deposits by employee PIN.

The safe prepares your deposits and then reports them to Wells Fargo. You receive provisional credit for the cash in the safe before it physically reaches the bank.

The safe holds your cash until your armored carrier picks it up for delivery to the carrier's cash vault. The carrier also brings coin and currency to your safe.* Depending on your safe's capacity and cash volume, you may be able to reduce the number of courier pick-ups that you need per week.

* Smart safes do not dispense coin or currency.

In addition to currency deposits, the remote cash capture safe handles:

- **Manual deposits** – used for unfit and rejected bills as well as occasional checks or travelers' checks
- **Change order deposits** – used to allocate a deposit to offset the debit charge for a change order made, which simplifies your reconciliation process

Reporting

You can access transaction information either directly from the safe or through the armored carrier's online portal.

You can program your safe to print deposit reports in amounts by employee, by shift, and by day. Reports identify each type of deposit — currency and manual — by a different description on your reporting services, which simplifies reconciliation.

Deposit cutoff times

The County receives provisional credit for check and cash deposits that you make in the safe's manual drop slot. The cutoff times (local) are determined by service level.

Type	Cutoff time (local time)	Provisional credit received
Standard service deposit credit	3:00 a.m.	Next business day at end of day
Premium intraday service deposit credit	4:00 a.m.	Next business day by 8:00 a.m.

Advantages

Our remote cash capture solution offers many benefits to the County.

Increased staff efficiency

Because the safe counts cash, your employees can focus on customer and business needs. They'll spend less time handling cash, preparing deposits, and making trips to the bank.

Improved safety and fraud prevention

Criminals may target operations where cash is unsecured. Remote cash capture:

- Reduces the risk of losses for cash in transit
- Reduces the risk of fraud because a point-of-sale (POS) system tracks funds — the totals shown on the system should equal the amount deposited
- Provides an audit trail with the reporting of deposit data by location and employee

Expedited credit

You receive provisional credit and faster access to working capital without being dependent upon a daily armored carrier pickup.

Easy reconciliation

All transactions flow through our regular information reporting channels, including BAI file transfer and our online reporting service. Several reports provide detailed information about your deposits and your coin and currency orders.

Lower transportation and supply costs

Because we credit deposits to your account through an electronic data transmission from the safe, the County can reduce the number of armored car pickups and trips to the bank. Our remote cash capture service also reduces your need for deposit bags and tickets.

Flexibility

You can choose from a variety of safe models to meet the size requirements of your locations and suit your business processes.

Disadvantages

There are instances when the deposit needs to reach the cash vault physically before you can receive credit.

No provisional credit for manual deposits

You can place checks and cash rejected by bill validators into the manual drop slot of the safe. However, you will not receive credit for these until your armored carrier picks them up and delivers them to the cash vault for verification.

Coin deposit limitations

While most standard smart safes accept minimal amounts of coin deposits, you cannot receive expedited credit for them. You will receive credit for coin deposits after your armored carrier makes the delivery to the cash vault and cash vault staff verify the deposit. Specialized safes help manage large amounts of coin deposits.

Risks

There are some inherent risks associated with contracting with an armored carrier. Please contact your carrier for information and discuss risk issues with your legal counsel, as appropriate. Consider:

- **Equipment liability** — If the safe is stolen from your location, destroyed, or damaged, you may be responsible for the value of the remaining useful life of the safe.
- **Counterfeit bills** — Even though the bill validator on each safe comes equipped with counterfeit detection technology, it may not detect all counterfeit items. Each safe vendor has a guarantee program to protect against losses. Refer to your vendor's guarantee program to understand your responsibility for losses.
- **Cost increases** — Safe vendors reserve the right to increase fees to cover their costs of labor and servicing of the safes. Such fees include fuel surcharges and excess premise time.

Cash Flow Analysis

Our Cash Flow Analysis service offers you the core cash management functionality found in most treasury workstations without the challenges of implementing expensive applications.

Our solution is **affordable, easy-to-use** and delivers **cash positioning, cash forecasting, and journal entry reconciliation** information — seamlessly, through our online banking portal.

Cash positioning

This feature helps you determine the daily cash position for the County or for a specific entity of the County. It allows you to:

■	View balances on your domestic and international Wells Fargo and non-Wells Fargo accounts, at the account, entity, or company level
■	Display balances in a single selected currency
■	Calculate anticipated transactions, up to a year in advance, for more accurate positioning and forecasting
■	View Wells Fargo term loans and lines of credit
■	Print or export your data to spreadsheets

Cash forecasting

This optional feature helps predict your future cash flow, manage your liquidity, and assess short-term financing or investment needs. You can:

■	Create custom forecast categories and rules
■	Generate forecasts using your predefined calculations
■	Automatically assign actual (posted transactions) to forecasting categories based on your category rules
■	Track cash flow actual for your forecast categories
■	Evaluate your forecasting accuracy with our Report Card feature

Journal entry

With this optional tool, you can automate your journal entry reconciliation by creating rules that match bank transactions to your general ledger account. You can also:

■	Export journal entries
■	Customize your export criteria
■	Save your criteria for future use

Cash pooling and intercompany loans

We offer an optional service for cash pooling and intercompany loans so you can offset cash deficits with cash surpluses held among different legal entities (divisions or subsidiaries) in a single corporate group.*

*At this time, cash pooling and intercompany loans only support U.S. Dollar currency.

With this service, you can structure the pooling to meet your accounting needs and use your capital more efficiently. You can also:

- Easily facilitate capital transfers
- Set your own internal interest rates
- Collect funds for larger overnight sweeps

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



The gateway service is a cloud-based payment capture service that enables secure authorization and settlement of payments. You can process payments received from your website, over the phone, through your mobile application, or at the POS.

Accept multiple payment types

You may 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® ○ Visa Checkout® ○ PayPal Express

Receive your funds as soon as the next business day



If your card transactions¹ and digital payments are processed through our gateway and settled by 12:00 a.m. ET, funds can be available in your Wells Fargo demand deposit account as soon as the next business day.²

For eCheck transactions, you can choose a cutoff time³ of 5:00 p.m. ET or 8:00 p.m. ET for next business day funding to your Wells Fargo account.

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. Foreign currency card transactions settle within four business days. Deposits held in non-U.S. branches are not FDIC insured.
2. When depositing into a Wells Fargo account. If your Wells Fargo deposit account was opened recently, your funds will be processed and deposited in as soon as one to three business days. Please see the Merchant Services Terms and Conditions and Operating Rules or Program Guide for additional information.
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 over the phone or online, then process the payment as an ACH transaction. The service supports:

	Single and recurring consumer debits initiated through the internet
	Single consumer debits initiated over the phone
	Commercial debit and credit entries
	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.

*Use of our ACH service is subject to thorough credit analysis and requires use of a Wells Fargo demand deposit account. In addition, you must secure authorization from the consumer to debit his or her account.

Expand sales with global card processing

When you use our payment gateway, you 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 account in U.S. dollars.* If you meet our cutoff times, funds will settle to your Wells Fargo account as soon as the next business day.†

* Please refer to the Merchant Services Terms and Conditions and Operating Rules or Program Guide for additional information.

†When depositing into a Wells Fargo account. If your Wells Fargo deposit account was opened recently, your funds will be processed and deposited in as soon as one to three business days. Please see the Merchant Services Terms and Conditions and Operating Rules or Program Guide for additional information. Visa and Mastercard transactions only. American Express transactions settle in one to three business days depending on the County's contract with American Express.

Authorize, settle, and receive funds in multiple currencies

You can accept funds to your multicurrency (MCA) account in 11 currencies: *†

Available currencies for Visa and Mastercard		

Funds will settle to your account within four business days.

Authorize transactions and receive funds in different currencies



You can authorize transactions in more than 130 currencies and settle and fund in one of three currencies (Canadian dollar, Hong Kong dollar, and Australian dollar). *†

*This applies to Visa and Mastercard transactions only. To enable American Express transactions in currencies other than U.S. dollars, reach out to your merchant services account manager.

†For additional information, please refer to the International Processing Addendum to the Merchant Agreement. Presence in the processing region is only necessary to take advantage of the best interchange rates. If you do not have a presence in the processing region, additional fees may apply. Deposits held in non-U.S. branches are not FDIC insured.

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

The gateway service can validate order data, review transaction history, and verify the purchaser's shipping, billing, and IP addresses to help you meet approved export standards.

Provide the transaction details your customers need

To help you potentially reduce service calls and chargebacks for card transactions, you can customize the descriptors that will appear on your customers' cardholder statements. This makes 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 helps your customers manage their purchasing activities, and it may help you optimize your interchange program.

Our payment gateway offers secure recurring billing and helps 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 secure token that you'll use to initiate future payments. Our gateway and processing partners store your customers' sensitive information in their secure, 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:

- Support your customer service function
 - Manually process one-time payments
 - Process refunds
 - Set up and process recurring payments for customers who need assistance
- Process card and eCheck* payments received by phone or mail
- Accept card-not-present transactions†

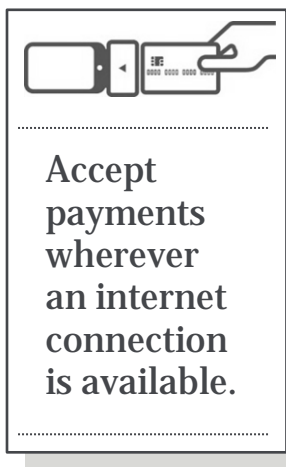
Transactions processed using the virtual terminal feature will be consolidated in the same reports with transactions processed using other features of our gateway.

*The eCheck feature supports WEB, TEL, PPD, and CCD transactions.

†Swiped (non-EMV compliant) card-present transactions are possible through the use of a wedge reader.

Accept EMV-compliant card-present transactions

Mobile point-of-sale pilot



If you qualify for our pilot program, you can accept EMV-compliant (chip card) transactions through our payment gateway mobile POS.* This functionality requires integrating your employee-facing iOS or Android application with our payment gateway using our software development kit (SDK). You can access reporting and manage e-commerce and POS transactions through the gateway administrative tool. Our mobile POS solution is completely integrated into our gateway service.

Using our EMV-certified card reader with your own iOS or Android mobile devices, you can securely take payments wherever an internet connection is available.

In addition to accepting dipped EMV-compliant (chip card) transactions, the mobile POS also supports swiped (through the card's magnetic strip) and manually keyed-in card transactions.

* 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.

Future enhancement

We're exploring ways to enhance our payment gateway to add comprehensive (stationary and mobile) EMV-compliant chip card transaction capabilities. Your Wells Fargo relationship team will let you know when this feature will become available.

Secure payment data and manage fraud

Our payment gateway provides the County 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.

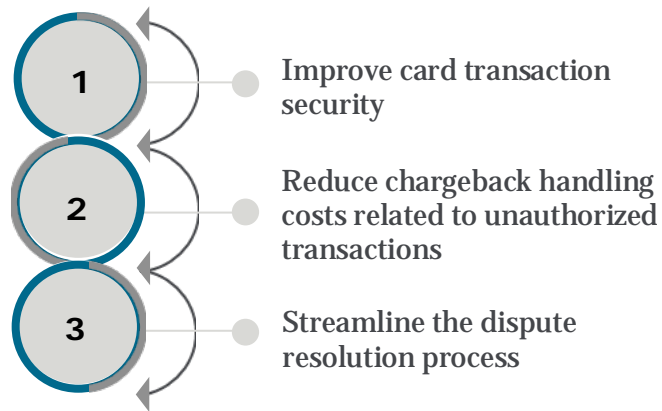
Screening and verification

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.

Secure payer authentication

Our gateway service supports payment network secure authentication programs, including Verified by Visa, Mastercard SecureCode, American Express SafeKey, and JCB J/Secure. Payer authentication is an important part of a fraud management strategy, is required for certain international transactions, and provides several benefits to the County.

It's designed to help you —



Set rules for secure authentication

Our optional secure payer authentication feature helps you avoid security risks, while minimizing the impact of security protocols on consumer experience. You can potentially take advantage of the added security without increasing the chances of shopping cart abandonment, which can occur in response to security challenges.

With this feature, you set rules for which transactions 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.

Online fraud management

You can use our online fraud management service to 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.

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.

The service calculates transaction risk using 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 application program interface (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

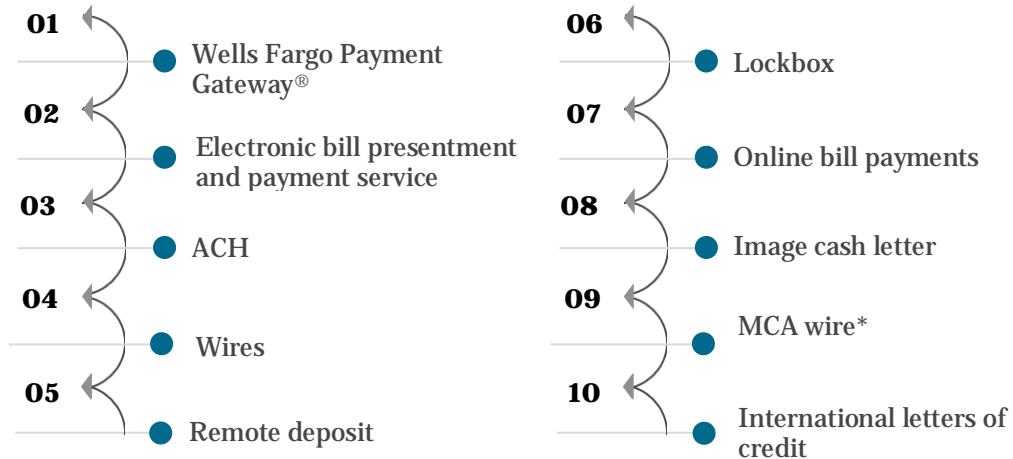
Interface with third-party applications

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.

Payment channels:



*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.

Virtual Lockbox

We offer a virtual lockbox service that works in conjunction with our whole-tail lockbox offering. Using an approved scanner, you can scan and submit payments you receive and we'll integrate and process them with those we receive in your lockbox.

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

Data entry capabilities

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

OCR coupons

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

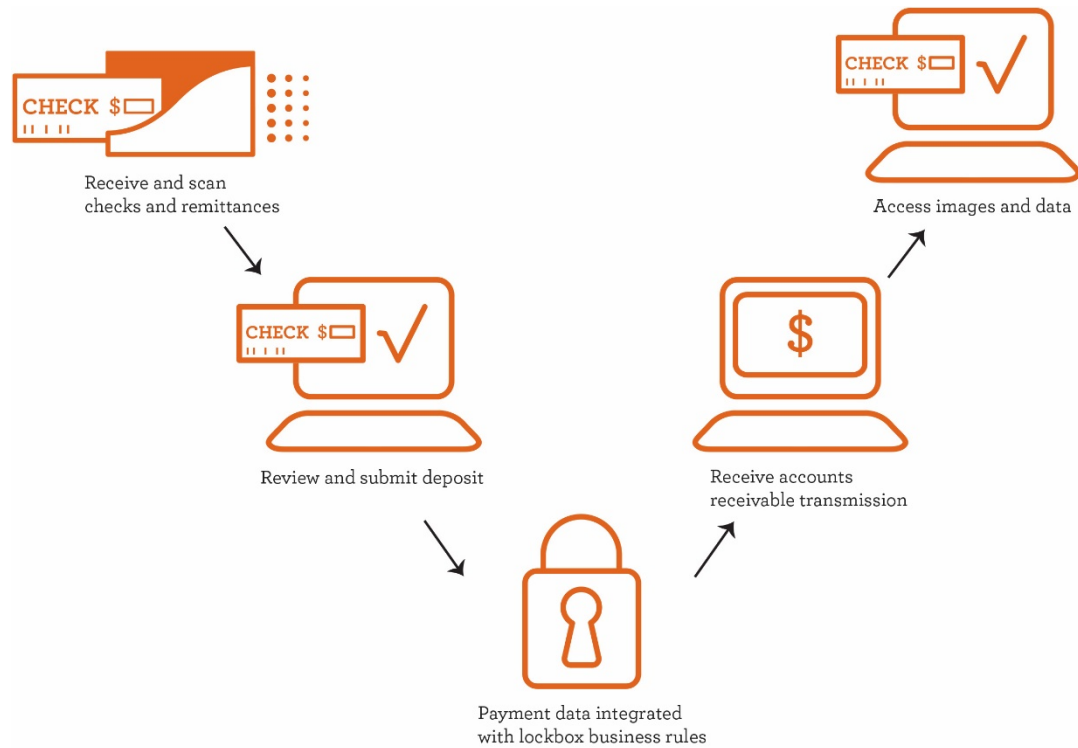
Remittance file integration

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

Remittance document imaging

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

How virtual lockbox works



Application Program Interface

Our API gateway is comprised of three main features:

- A growing collection of service-specific APIs
- A full-featured developer portal and online workspace for your IT developers to learn, test, and integrate our APIs
- A staff of technology experts to support your efforts to envision, design, and improve your digital experience

Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in the store, cash vault, or any other department or office, receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks ¹	
U.S. government checks	
Select financial institution checks ²	
All other checks	

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.

¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

² Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.

Wells Fargo will not process single deposits of \$100 million or more. Such deposits will be returned to the customer unprocessed.

[wellsfargo.com/com](https://www.wellsfargo.com/com)

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TM-2177 PDS-1047506 (03/18)

Commercial / Commercial Checking / National Bank customers

Desktop Deposit[®] service availability schedule

All Wells Fargo electronic deposits to a commercial or national bank account received before the published cutoff time of 9 p.m. Central Time receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.

This schedule is subject to change without notice.

Lockbox accelerated availability schedule: Eastern states

Lockbox deposits received before the published ledger deadline receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks ¹	Same day
All other checks	One day

Ledger deadline (local time)

Monday - Friday: 1800

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.
This schedule is subject to change without notice.

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*	
U.S. government checks	
All other checks	

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.

This schedule is subject to change without notice.



Commercial/Commercial Checking/National Bank customers

Cash vault deposit

Availability schedule

All cash vault electronic deposits made to a Commercial or National Bank account received before the published cutoff time receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks	Same day
U.S. government checks	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.



5ii.

Sample *CEO*[®] portal screenshots

CEO homepage (screenshot 1)

WELLS FARGO Commercial Electronic Office*

CEO Services

- ACH Payments
- Administration Manage Users Create Users Pending Approval ³
- Basic Banking View Account Details Transfer Funds
- Canadian Treasury Services
- Capital Finance
- Cash Vault
- Centralized Disbursements
- Centralized Disbursements-Clients
- Commercial Card Expense Reporting
- Credit Management
- + CyberSuite CyberBank Reports ¹
- CyberInquiry
- CyberPay
- Deposit Maintenance
- Desktop Deposit
- Document Retrieval
- E-Box Decisioning
- Electronic Document Delivery
- Fed Funds
- Foreign Exchange
- Fraud Manager Pending Tasks ²
- Institutional Investing - Reporting

Account Balances

Current as of: 08/12/XX XX:XX am PDT 6 Accounts

XXXXXX7280 ALPHA ACCOUNT (USD)	Closing Collected Balance	3,348,879.75
	Opening Available Balance	3,348,879.75
XXXXXX5693 BETA ACCOUNT 1 (USD)	Closing Collected Balance	10,741.74
	Opening Available Balance	10,741.74
XXXXXX6682 GAMMA 9003 (USD)	Closing Collected Balance	N/A
	Opening Available Balance	N/A
XXXXXX5607 DELTA INC (USD)	Closing Collected Balance	0.00
	Opening Available Balance	0.00
XXXXXX8711 LAMBDA INC (USD)	Closing Collected Balance	8,093,198.00
	Opening Available Balance	8,400,020.00
XXXXXX9768 THETA LLC (USD)	Closing Collected Balance	N/A
	Opening Available Balance	N/A

Edit List Open Express Balance Report

Support

Your Client Services Officer

JANE DOE
XXX-XXX-5411
Jane.Doe@company.com

SAM LEE
XXX-XXX-4666
Sam.Lee@company.com

Help
Contact Us
Locations
Holiday Schedule

CEO homepage (screenshot 2)

Reverse Positive Pay		
SAFE Transmission		
Security Valuations		
Shareowner Client Connect		
Statements & Notices		
Sweep Statements and Confirmations		
Trade Export Services		
Trade Import Services		
Trade MIS and Images		
Transaction Search	Place Stop Payment	Delete/Reverse ACH
Treasury Information Reporting		Quick Reports
Trust Information Delivery		
Trust Portfolio Reporting		
Wells Capital Management		
WellsTAX® Payments		
Wires	Create Payment	Reports Pending Payments ⁴

Communication Center

3

Total Alerts

2

Unread Service Updates

[Alert Preferences](#)

Treasury Information Reporting service

WELLS FARGO


Treasury Information Reporting

Quick Reports

Report	Format				
ACH Origination	View in Browser (HTML)	PDF	CSV	Excel	
Previous Day Composite	View in Browser (HTML)	PDF	CSV	Excel	BAI v2
ACH Customer Activity	View in Browser (HTML)	PDF			
Controlled Disbursement Detail	View in Browser (HTML)	PDF	CSV	Excel	BAI v2
Intraday Composite	View in Browser (HTML)	PDF	CSV	Excel	BAI v2
Intraday Position	View in Browser (HTML)	PDF			
Loan Manager	View in Browser (HTML)	PDF	CSV	Excel	BAI v2
Lockbox Availability	View in Browser (HTML)	PDF	CSV	Excel	BAI v2
Previous Day Posting Status	View in Browser (HTML)	PDF			
Previous Day Return Item Detail	View in Browser (HTML)	PDF	CSV	Excel	
Previous Day Running Ledger	View in Browser (HTML)	PDF	CSV	Excel	
Wire Transfer Detail	View in Browser (HTML)	PDF	CSV	Excel	BAI v2

Edit List

Statements & Notices service



Statements & Notices

1 new disclosure in [Legal Disclosures](#) (Posted 10/07/20XX)

Select Statements

View a statement by selecting the statement date. To request multiple statements, select an account, choose the statement dates, and click **Continue**.

* Required Field ✓ Item Reviewed

Company ID: **WFINC001**

Enrolled accounts as of: **10/07/20XX**

Account: *

XXXXXX1610 / XXXXX0019 / ALPHA INC.

Viewing 1 to 10 of 10 Items

	<input checked="" type="checkbox"/> Statement Date ▼	Size	Parts
1.	<input type="checkbox"/> 04/28/XX	12 KB	1
2.	<input type="checkbox"/> 06/30/XX	12 KB	1
3.	<input type="checkbox"/> 05/31/XX	12 KB	1
4.	<input type="checkbox"/> 04/30/XX	12 KB	1
5.	<input type="checkbox"/> 03/31/XX	12 KB	1
6.	<input type="checkbox"/> 02/28/XX	12 KB	1
7.	<input type="checkbox"/> 01/31/XX	12 KB	1
8.	<input type="checkbox"/> 12/31/XX	12 KB	1
9.	<input type="checkbox"/> 11/30/XX	12 KB	1
10.	<input type="checkbox"/> 10/31/XX	12 KB	1

[Select All](#) | [Clear All](#)

Viewing 1 to 10 of 10 Items

Statements

[Commercial Checking / Savings Account Statements](#)

[Client Analysis Statements](#)

[MCA Statements](#)

Notices

[Stop Payment & Renewal Notices](#)

[Deposit Adjustment Notices](#)

[Merchant Notices](#)

[Legal Disclosures \(1\)](#)

[Multiple Download Requests](#)

[Preferences](#)

Stops-Images-Search service

WELLS FARGO

Transaction Search

Search

- Images
- Stop Payments
- ACH Deletes & Reversals
- Activity Reports
- Treasury Information Reporting - Quick Reports
- Support**

Search for Transactions

***Required**

Search for **Account Activity**

***Accounts** 0 items selected **Add**

***Date** 11/10/2017 To 05/08/2018

Check or Customer Reference Numbers For example: 1001-1035 or 1041,1056,1001524839

Amount To

Transaction Types 254 items selected **Edit**

Debits Credits

+ Additional Criteria

Search **Reset**

p. 43

Desktop Deposit[®] service



Desktop Deposit

[Contact Us](#) [Help](#)

Pending Deposits

Pending Deposits

[Create a Deposit](#)

[Create Reports](#)

[Download Scanner Driver](#)

Search for Checks:

With an Amount of

[Advanced Search](#) [Search](#)

Select a deposit and click [View Deposit](#) or [Submit Deposit](#).

[Change Your Default Scanner](#) : [Batch Scanner](#)

[Create a Deposit](#)

Display **10** | 25 | 50 | 100 Items Per Page
Viewing 1 to 2 of 2 Items

Page 1

	Deposit Name	Deposit Account	No. of Items	No. of Batches	Created By / Location ID	Created On / Bat No.	Deposit status
1. <input checked="" type="radio"/>	\$800.00 Maggy's Deposit	0123456787 (Store#1)	2	0	Maggy Smith	12/31/20XX	Reviewed
2. <input type="radio"/>	\$1,800.00 Maggy's Deposit	0123129812 (Store#2)	2	0	John Smith	12/31/20XX	Reviewed

[View Deposit](#) [Submit Deposit](#) [Delete Deposit](#)

Viewing 1 to 2 of 2 Items
Display **10** | 25 | 50 | 100 Items Per Page

Page 1

Wire Transfer service

WELLS FARGO

Wires

Wires Home

Create Payment

Pending Payments

Completed Payments

Create Template

Pending Templates

Active Templates

Template Groups

Reports

Treasury Information Reporting - Quick Reports

Support

Create Freeform Payment

[Create Wire](#) [Create Book Transfer†](#)

[Create Drawdown](#) [Create Federal Tax](#)

† Create a book transfer if you are moving money between your Wells Fargo accounts.

Create Payment from Template

*Required

*Template Name

Form Type

[Go](#)

Useful Links

[Completed Payments](#)
Review payments that are queued for processing or completed within the past 35 days.

[Pending Templates](#)
See recently created templates awaiting further actions.

[Active Templates](#)
See all approved templates.

Action Items

5 Pending Payments

6 payments awaiting approval today 06/07/20XX

Freeform
Wire |12.67 USD
Beneficiary 06/07/20XX
Value Date 06/07/20XX
Cutoff time 06/07/20XX XX:XX pm ET
Awaiting Approval

GAMMA ECHO INC
Wire |50.00 USD
Beneficiary 06/07/20XX
Value Date 06/07/20XX
Cutoff time 06/07/20XX XX:XX pm ET
Awaiting Approval

GAMMA ECHO INC
Wire |50.00 USD
Beneficiary 06/07/20XX
Value Date 06/07/20XX
Cutoff time 06/07/20XX XX:XX pm ET
Awaiting Approval

GAMMA ECHO INC

ACH Payments

ACH Payments

Alerts 2860 Approvals 5220

[Contact Us](#) | [Help](#)

Welcome HENRY WELLS - Last Login: 12/01/20XX XXXX PM (Eastern Standard

Payments
 Manage
 Payment Center
 Template Center
 Domestic Beneficiaries
 International Beneficiaries
 Payment Tools
 Create Beneficiaries
 Reports
 Create Payments
 Create Templates
 Tools
 Administration

Payment Center

Enter search criteria and select Search. Select a payment, and click one of the buttons below.

Pending
Processed
All

Print-Friendly

Read only Confidential
Advanced Search

Date Type:

Payment Type:

Payment Status:

From:

To:

Search

Items per page

1 2 3 4 5

<input type="checkbox"/> Select All	Send Date Effective/Value Date	Payment Number Payment Name/Reference	Status Confirmation Number	ACH Company ID - Name Account Number	Payment Type Created by Template	Beneficiary	Last Modified By Rate	Payment Acct Amount (Items) Beneficiary Acct Amount (Items)
<input type="checkbox"/>	08/14/20XX 08/14/20XX	XXXXXX01	Pending Approval (0 of 1)	XXXXXX8888 - ACHCOMPANY 3 XXXXXX830	AFT	AA-ALPHA	ADCUST1@ACHPAY1 1.3	CAD 20.00(1)
<input type="checkbox"/>	12/01/20XX 12/02/20XX	XXXX9012	Pending Approval (0 of 1)	ACHCOMP3 - ACH COMPANY 3 XXXXXX9012	SEPA Credit Transfer	View Beneficiaries	GAMMA@ACHPAY1	EUR 85.00(3)
<input type="checkbox"/>	12/01/20XX 12/04/20XX	XXXX028	Pending Approval (0 of 1)	ACHCOMP6 - ACH COMPANY 6 XXXXXX5028	SEPA Credit Transfer	David Doe	ETA@ACHPAY1	GBP 800.00(1)
<input type="checkbox"/>	12/01/20XX 12/03/20XX	XXXX807	Failed Rate	X00002800 - BETA_TRANS XXXXXX5028	Low Value	View Beneficiaries	ALPHA@ACHPAY1	GBP 300.00(3)
<input type="checkbox"/>	12/01/20XX 12/04/20XX	XXXX204	Pending Approval (0 of 1)	ACHCOMP3 - ACH COMPANY 3 XXXXXX9012	Low Value	View Beneficiaries	GAMMA@ACHPAY1	GBP 140.00(4)
<input type="checkbox"/>	12/01/20XX 12/02/20XX	XXXX0014 000002854	Pending Approval (0 of 1)	BETA - BETA COMPANY 000000000001111	IAT - Domestic	AA-ALPHA	AA-ALPHA@ACHPAY1	USD 10.00 (1) USD 10.00 (1)
<input type="checkbox"/>	09/06/20XX 09/06/20XX	XXXX807	Pending Approval (0 of 1)	XXXXXX8888 - ACHCOMP8EIGHT XXXXXX8390	AFT	View Beneficiaries	THETA@ACHPAY1	CAD 3,500.00 (1) CAD 7,000.00 (1)
<input type="checkbox"/>	08/15/20XX 08/22/20XX	XXXXXX08 PPOTEST	Pending Approval (0 of 1)	1234534 - ABCDEFR 1111111100000000	PPD - Prearranged Payment and Deposit	000 PPD business	ESAYADM@ACHPAY1	USD 22.20 (1) USD 22.20 (1)
<input type="checkbox"/>	12/29/20XX 12/31/20XX	XXXX023	Pending Approval (0 of 1)	0000007890 - ACH COMPANY 9 0000000000001111	CCD - Corporate Credit or Debit	View Beneficiaries	ADCUST1@ACHPAY1	USD 300.00 (2)
<input type="checkbox"/>	12/23/20XX 12/24/20XX	XXXX025	Pending Approval (0 of 1)	0000007890 - ACH COMPANY 9 0000000000001111	PPD - Prearranged Payment and Deposit	Gamma	ADCUST1@ACHPAY1	USD 150.00 (1)
<input type="checkbox"/>	09/06/20XX 09/06/20XX	XXXX037	Pending Approval (0 of 1)	CXXXXX6666 - ACHCOMPFFIFTYSIX XXXXXX8440	AFT	View Beneficiaries	BETA@ACHPAY1	CAD 1,000.00 (1)

Items per page

1 2 3 4 5

Approve
Reject
Delete
Export Batches
Report
Create Payment

Self Administration service

☰


Home


Manage Users


Approval Queue

Reports

Company Settings

Treasury Information Reporting - Quick Reports 

Support 



Approvals

[13 Request Pending Approval](#) [View Approval Queue](#)

Manage Users

[Create New Users](#) [Filter Users](#) [View User Lists](#) [View All Users \(15\)](#)

Select Users

- | | |
|--|---|
| <input type="checkbox"/> Jones, Martha | <input type="checkbox"/> Brown, Jane |
| <input type="checkbox"/> Wong, Susan | <input type="checkbox"/> Wells, John |
| <input type="checkbox"/> Wilson, Michael | <input type="checkbox"/> Patel, Jose |
| <input type="checkbox"/> Alvarez, George | <input type="checkbox"/> Sharapova, Katya |
| <input type="checkbox"/> Doe, Ann | <input type="checkbox"/> Nair, Kumar |
| <input type="checkbox"/> Johnson, David | <input type="checkbox"/> Michael, Juan |
| <input type="checkbox"/> Lee, James | <input type="checkbox"/> Williams, Bill |
| <input type="checkbox"/> Miller, Henry | |

[Add or Edit Services](#)

[Other Actions](#) 

Add or Edit Services by Account

[View All Accounts \(10\)](#) [Filter Accounts by Service](#) [View Account Lists](#) [View All ACH IDs \(8\)](#) [Search ACH IDs](#)

Search By

Account Number **Account Name** **Nickname**

5iii.

Statements & Notices

Client Analysis Statement
Commercial Electronic Office®

[< Return to View / Download Statements](#)

[?](#) For More Information

Client Analysis Statement: [Summary](#) | [Relationship Summary](#) | [Intermediate Summary](#) | [Account Summary](#) [?](#)

[Print](#) | [PDF](#) | [Download All Sections](#)

Summary for TISA BEAGLEY INC
JUNE 2006

WELLS FARGO BANK, N.A.
PO BOX 63020
SAN FRANCISCO, CA 94163

TISA BEAGLEY INC
TEST STATEMENT -- DO NOT MAIL
TEST STATEMENT -- DO NOT MAIL
SAINT LOUIS, MO 63118-1849

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS, CALL: 800-225-5935 (1-800-CALL-WELLS)

Analysis Summary [?](#) [?](#)
[PDF](#)
[Download Section](#)

To perform trending of historical data, check one or more boxes, then click **Perform Trending**.

Average Positive Collected Balance:	\$	14,871,589.98	<input type="checkbox"/>	
Reserve Requirement @ 10.00000 %:	-	1,487,159.00	<input type="checkbox"/>	
Investable Balance Available for Services:	=	13,384,430.98	<input type="checkbox"/>	
Earnings Allowance @ 3.50 %:	\$	104,531.67	<input type="checkbox"/>	
Current Month Analyzed Charges:	-	1,081.13	<input checked="" type="checkbox"/>	
Current Month Position:	=	103,450.54	<input type="checkbox"/>	
Net Shortfall Due:	\$	666.94	<input type="checkbox"/>	
Current Month Fee Based Charges:	+	4,328.03	<input checked="" type="checkbox"/>	
Total Amount Due:	\$	4,994.97	<input checked="" type="checkbox"/>	
Number of days in this cycle:		30		

[Perform Trending](#)

The trending report displays your selected data in graph and list forms.



Statements & Notices

Trending
Commercial Electronic Office ®

03/06/07 09:27 AM PT
Requested By: Henry Wells

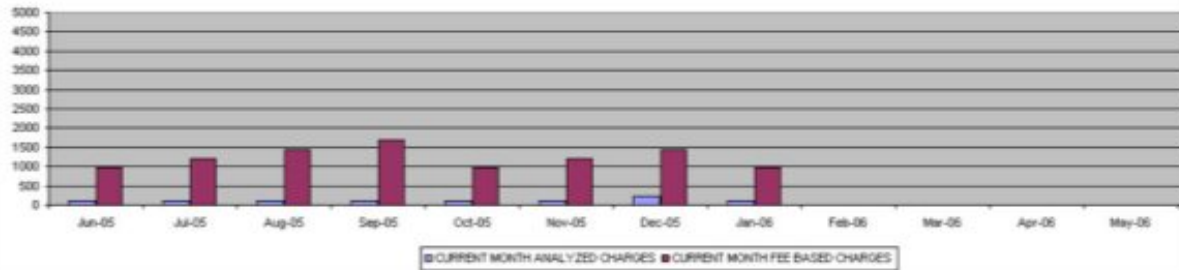
[Print](#) | [PDF](#) | [Download](#)

Trending Criteria

Section: Analysis Summary
Month(s): June 2005 through June 2006

Selected Field(s):
Current Month Analyzed Charges
Current Month Fee Based Charges

Analysis Summary



Month	Current Month Analyzed Charges	Current Month Fee Based Charges
1. JUN 2005	115.00	976.31
2. JUL 2005	115.00	1,200.64
3. AUG 2005	115.00	1,432.94
4. SEP 2005	115.00	1,689.65
5. OCT 2005	115.00	979.31
6. NOV 2005	115.00	1,216.84
7. DEC 2005	222.31	1,432.94
8. JAN 2006	115.00	982.31
9. FEB 2006	0.00	0.00
10. MAR 2006	0.00	0.00
11. APR 2006	0.00	0.00
12. MAY 2006	0.00	0.00
13. JUN 2006	1,081.13	4,326.03

We are one of the only financial institutions that offers this type of statement.



Treasury Information Reporting

DDA Cycled Statement report

Providing timely information about the items posting to your Wells Fargo, non-Wells Fargo, and international bank accounts

The Demand Deposit Account (DDA) Cycled Statement report is an electronic statement of your checking activity that is available online, the day following your statement cycle, through the *Commercial Electronic Office*® (CEO®) portal. You no longer have to wait for your statement to come in the mail. The DDA Cycled Statement report provides you convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your business requirements.

DDA Cycled Statement report includes:

Online access. You can access your DDA statement activity the day after the close of each specified cycle. The online statement includes deposits, bank credits and debits, paid checks, a daily balance summary, and an account overview with beginning and ending ledger balance, total credits, and total debits.

Images. You can view images of your check transactions.

Previous account statements. You can view statements from previous cycles.

Streamlined data entry. You can download your electronic statement information to your existing accounting system or to a spreadsheet for further analysis without retyping the data.

Customizable options. Treasury Information Reporting allows you to:

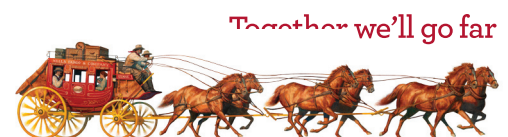
- **Access information from the CEO home page.** Use the CEO report panels to pinpoint information.
- **Tailor the report to include only the accounts you want to see.** You can choose to view your Wells Fargo accounts, other domestic accounts, and your multicurrency accounts.

- **Customize your download.** Choose the data fields you want and the order you want them to appear when you download reports using CSV or Microsoft® Excel.
- **Define the report content.** Select a combination of information including deposits, electronic deposits/bank credits, electronic debits/bank debits, checks paid, or daily ledger balance summary.
- **Save your customization options.** Treasury Information Reporting lets each user in your company save up to 100 customized report templates.

Technical specifications:

- View the report in HTML or PDF formats.
- Download the report in BAI V2, comma-delimited (CSV), or Microsoft® Excel formats.
- Data retention system means information is retained according to the type of cycle:
 - daily cycles (five days)
 - weekly cycles (three weeks)
 - monthly cycles (three months)
 - customer-defined cycles (three cycles that you define)

continued on reverse side



DDA Cycled Statement report (continued)

WELLS FARGO	06/30/20xx 04:51 PM	WIDGETS, INC.			
	CUSTOMER ID: TIR01	DDA Cycled Statement Report			
	OPERATOR ID: OPER02	From 06/04/20xx Through 06/30/20xx			
Commercial Electronic Office®		Treasury Information Reporting			
		Statement Start date 06/04/20xx Statement End Date 06/30/xx			
Currency: USD		WELLS FARGO BANK MINNESOTA, N.A.			
Bank: 555555555		WIDGETS, INC.			
Account: 99999					
Account Overview					
Beginning Ledger Balance				.00	
Deposits				.00	
Electronic Deposits/Bank Credits				128,464.38	
Total Credits				128,464.38	
Electronic Debits/Bank Debits				.00	
Checks Paid				128,464.38	
Total Debits				128,464.38	
Ending Ledger Balance				.00	
Credits					
Electronic Deposits/Bank Credits					
Effective Date	Posted Date	Amount	Transaction Detail		
06/06/20xx	06/28/20xx	30,705.03	INDIVIDUAL ZBA CREDIT		
06/06/20xx	06/28/20xx	2,503.00	INDIVIDUAL ZBA CREDIT		
06/28/20xx	06/28/20xx	16,500.00	INDIVIDUAL ZBA CHART		
		128,464.38	Total Electronic Deposits/Bank Credits		
		128,464.38	Total Credits		
Debits					
Electronic eposits/Bank Debits					
Effective Date	Posted Date	Amount	Transaction Detail		
06/06/20xx	06/28/20xx	129.58	UNDEFINED DEBIT		
		129.58	Total Electronic Deposits/Bank Debits		
Checks Paid					
Check Number	Date	Amount	Check Number	Date	Amount
11000	06/07/20xx	<u>306.46</u>	115400*	06/07/20xx	<u>204.73</u>
			322109	06/06/20xx	<u>104.07</u>
115110*	06/07/20xx	<u>289.83</u>	322108	06/06/20xx	<u>424.73</u>
Gap in check sequece				7242504	06/03/20xx
					<u>7,500.00</u>
		128,464.38 Total Checks Paid			
		128,464.38 Total Debits			
Date	Balance	Date	Balance	Date	Balance
06/03/20xx	0.00	06/13/20xx	0.00	06/24/20xx	0.00
06/12/20xx	0.00	06/21/20xx	0.00		
		.00 Average Daily Ledger Balance			
-- END OF REPORT --					

For more information on the DDA Cycled Statement report, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

Account analysis

Sample Client Analysis Statement

CLIENT ANALYSIS STATEMENT 300 515 9594 Z2040



RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
WAYZATA OFFICE
POST OFFICE BOX B 514
ANYTOWN, ST 12345-1234

February 2008
Page 1 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

CUSTOMER NAME
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

ANALYSIS SUMMARY

Average Positive Collected Balance.....	\$	144,045.16
Reserve Requirement @ 10.00 %	-	14,404.52
Investable Balance Available for Services.....	=	129,640.64
Earnings Allowance @ 0.15 %	\$	14.88
Current Month Analyzed Charges.....	-	194.50
Current Month Position.....	=	(179.62)
Net Shortfall Due.....	\$	179.62
State Sales Tax.....	+	1.24
City Sales Tax.....	+	0.25
Local Sales Tax.....	=	0.25
Total Shortfall Due	=	181.36
Current Month Fee based Charges.....	\$	5.85*
Total Amount Due.....	\$	187.21

*Charges not offset by balances

Number of days this cycle: 28
Investable balance required to offset \$1.00 of analyzed charges: \$ 9,682.54
Balance required to cover all analyzed charges: \$ 1,812,668

TOTAL AMOUNT DUE WILL BE DEBITED TO ACCOUNT #395-5009393 ON MARCH 20, 2008.

BALANCE SUMMARY

<u>Account Number</u>	<u>Account Name</u>	<u>Average Ledger</u>	<u>Average Collected</u>	<u>Average Daily Coll Use of negative Coll</u>	<u>Negative Fund Rate</u>	<u>Service Charge</u>
*395-5009393	Account name 1	143,645	143,645			171.85
530-0919074	Account name 2	3,561	3,561			28.50

*Indicates billing account

300 515 9594 C3 Z2040 06/03/08 1

continued on reverse side

Sample Client Analysis Statement (continued)

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

RELATIONSHIP SUMMARY

CUSTOMER NAME

February 2008
Page 2 of 4

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	2.00	27.00 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85 *
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	7.00	17.50
		General Account Services			50.35
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			150.00
		Total Analyzed Charges			194.50
		* Total Fee Based Charges			5.85
		Total Service Charges			200.35

T=Service Subject to Sales Tax

BALANCE ADJUSTMENTS

Account	Transaction Date	Correction Date	Adjustment Amount	Number of Days	Change in Average Collected Balance	Description
DDA 395-5009393	02/01/06	02/28/06	73,000.00	28	(506,290.32)	Balance Adjustment
			Account Total		(506,290.32)	
			Grand Total		(506,290.32)	

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

ACCOUNT SUMMARY

ACCOUNT NAME 1
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

February 2008
Page 4 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
395-5009393	Account Name 1	143,645	143,645			171.85

Number of days this cycle: 28
Investable balance required to offset \$1.00 of analyzed charges: \$ 8,721.63
Balance required to cover all analyzed charges: \$ 1,447,790

SERVICE DETAIL

SVC Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	1.00	13.50 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85 *
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	1.00	2.50
		General Account Services			21.85
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			150.00
		Total Analyzed Charges			166.00
		* Total Fee-Based Charges			5.85
		Total Service Charges			171.85

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

wellsfargo.com/com

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TM-1185 - 03/09

Banking services overviews

Zero balance account

The County has been able to gain greater control over your cash position using our zero balance account (ZBA) service. Making cash management decisions and transferring funds between multiple accounts can be time consuming. The ZBA arrangement helps you control, manage, and maintain your cash balances automatically.

**Control,
manage, and
maintain your
cash balances
automatically**



How it works

The County has 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 the target amount you selected.

Because funds are concentrated in the parent account, you'll 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 ZBA service automatically transfers funds to and from your child accounts, you don't need to initiate manual transfers to fund disbursements or concentrate deposits.

You set the structure

The ZBA arrangement was structured to meet the County's specific needs at implementation.

Decide how you use child accounts

Depending on your organization's structure, the County can limit your accounts to certain types of activity.

You can set up child accounts for the following uses:

- Disbursements only
- Collections only
- Multipurpose (collections and disbursements)

Include multiple account tiers

The service supports up to nine tiers of accounts with an unlimited number of accounts at each tier. The County currently has two tiers.

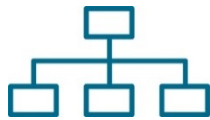
Deposit by location

Simplify administration of your depository network with our subaccounting service.

The service simplifies administration of your deposits by using individual subaccounts to **automatically identify all transactions within a single demand deposit account.**

How it works

Account structure



The account structure includes one parent account linked to multiple subaccounts — one for each of your locations. We'll associate the subaccounts with your internal location codes and names. You'll use the subaccount numbers on deposit tickets and for electronic transactions.*

*You cannot issue checks drawn on subaccounts. However, you can issue checks drawn on the parent account.

Transaction identification by location

The service automatically identifies nearly all transactions by location, including:

- **Adjustments**
- **Change orders**
- **Deposits**
- **Electronic transactions (ACH debits and credits, merchant card transactions)**
- **Returned items**

Funds flow

The County can use your subaccounts for all transaction activity; however, the transactions won't post to the subaccounts. At the end of the processing day, we automatically post each individual transaction to your parent account.

Reporting



You can view all previous day account activity at the parent account level. The reports clearly indicate the location code and location name associated with each transaction. Intraday reports are set up at the subaccount level.

You can also choose to use deposit location reporting, which works in conjunction with our account reconciliation service. The service provides sorting and subtotaling of deposits by location.

Electronic Deposit/Remote Deposit Capture/Image Cash Letter

Electronic deposit and image cash letter

The County has **saved 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.

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

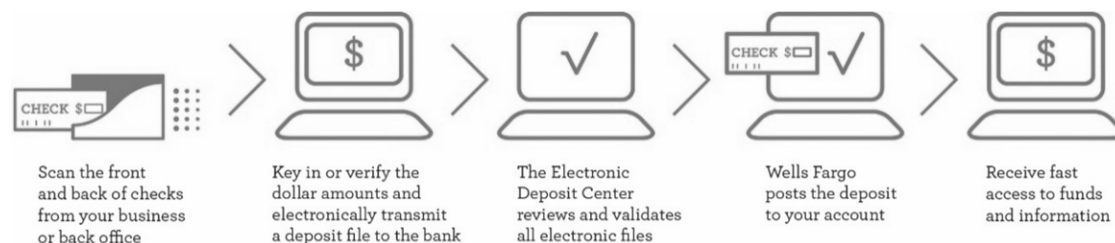
We support two image cash letter file formats:

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.

How it works

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



Requirements

Type	Items
General	<ul style="list-style-type: none"> • Scan eligible checks to accurately capture all MICR line data • Capture and store check images and MICR data according to generally accepted industry standards • Create deposit records for the total of checks transmitted and send a balanced file • Format the file according to the specifications we provide during implementation • Transmit a file securely through one of our transmission options


Operational requirements	<ul style="list-style-type: none"> • Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file • Maintain and operate equipment to help ensure ongoing image and MICR data quality so that you can collect checks electronically or convert them into substitute checks
Check retention	<ul style="list-style-type: none"> • Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate deposits • Retrieve individual original items during the retention period in the case of an exception item <p>*Consult your legal department to determine the timeframe that is best for the County.</p>

Remote deposit

The County also utilizes our remote deposit service to deposit checks into your Wells Fargo account electronically. Like our electronic deposit service, using remote deposit eliminates the need for your employees to physically take check deposits to the bank. **An extended deposit deadline of 10:00 p.m. ET for same-day ledger credit may mean faster notice of returned items.**

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

**Save time
and money**
by using
remote
deposit

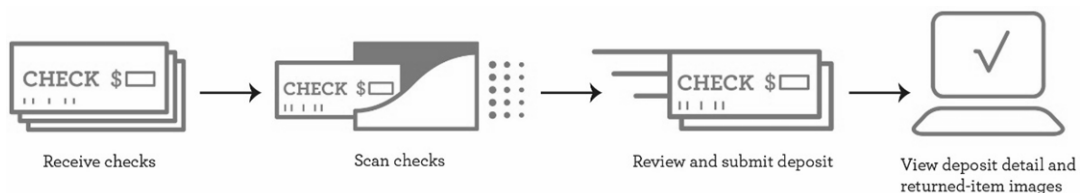


How it works

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

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

The following diagram shows the remote deposit process flow.



Features

Image access

As you scan checks, we capture their images and store them on our servers. Check images are promptly available online through our remote deposit service for 90 days; these same images are also available online through our online Transaction Search service for seven years.

Custom fields

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

Reporting

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

Report name	Description
Deposit Report	This report contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.*
Deposit Report with Item Details	This report contains general deposit information and item details for each deposit completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.
Express Report with All Item Images	This report displays a “quick” version of the Deposit Report with Item Details. It is available in PDF format and contains detail information and images for each item deposited (up to 1,000 items), and maintains a 90-day history. You can select the number of images (up to eight per page) that you would like to see.
Deposit detail transmission	We offer a deposit detail transmission that can include discretionary data that the County manually entered in addition to check detail. This allows you to receive an electronic file for posting your receivables.

*CSV, Excel, and HTML formats contain keyed discretionary data.

User access

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

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

Batch deposits

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

Mobile deposit

You can capture check images and deposit funds* to your account with the camera of a mobile device.† Mobile users, such as on-the-road personnel, can accept customer checks and deposit them immediately.

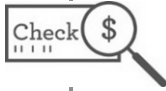
*One check per deposit.

†Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

Updates

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

Quality control



Before submitting a deposit, you'll have a chance to review the scanned items, and make corrections (such as rescan images, enter missing data, and verify item amounts) to balance the deposit. Then, you'll submit the deposit to us. Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.

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

Cash vault services

By armored carrier

Jackie Kobialko, your treasury management consultant, has worked with you to establish cash vault solutions for when your coin and currency orders exceed the branch limits.

You can make deposits at any of the cash vaults in our nationwide network.* The County currently uses our Orlando location. All vault locations operate on a common service platform, providing a consistent customer experience.

*In addition to our cash vaults, we work with Brinks, Garda, and Loomis to provide an expanded cash vault network.

The County has contracted with an armored carrier to pick up deposits at your locations and transport your deposits to the cash vault. You must make deposits in secure plastic, tamper-evident, dual-pouch bags.

You can continue to place coin and currency orders to help ensure that you have sufficient cash on hand for your daily operations.

Different deadlines apply for split deposits (cash and checks on separate deposit slips), mixed deposits (cash and checks on the same deposit slip), check-only deposits, and cash-only deposits. We provided the County with a list of deadlines by deposit type and location during implementation.

Controlled disbursement accounts

With controlled disbursement, you issue checks drawn on a unique routing transit number. The bank provides early morning notification of the dollar amount of checks that will clear against your controlled disbursement account that night. You can reference reports to easily monitor and manage your check disbursement activity online. Calculating your cash position early in the day, you can take advantage of market rates for daily investment and borrowing decisions and eliminate excess balances and overdraft charges.

By using one of our required positive pay services, you also protect your accounts from fraud.

Presentment reporting methods

The County can receive notification of your check disbursement activity and view, print, and download reports in the following ways:

- Online - View your summary presentment totals through our online banking portal
- Mobile device - Access a mobile controlled disbursement report through the browser of a mobile device or through our iPhone and Android apps*
- Email, text or fax - Receive summary presentment totals by email, text message, or fax notification
- Electronic file - Receive a BAI V2 file format transmission†

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

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

Reports

Using our single sign-on portal, you can view, print, and download reports. Report options include:

- Controlled Disbursement Summary (funding totals)
- Controlled Disbursement Detail
- Intraday and Previous Day Composite



Positive pay

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

- Protects against fraud by discovering unauthorized items earlier in the process
- Is available at the teller line of every Wells Fargo branch
- Identifies and corrects MICR-encoding errors
- Allows for exception image viewing and downloading
- Supports our optional payee validation solution



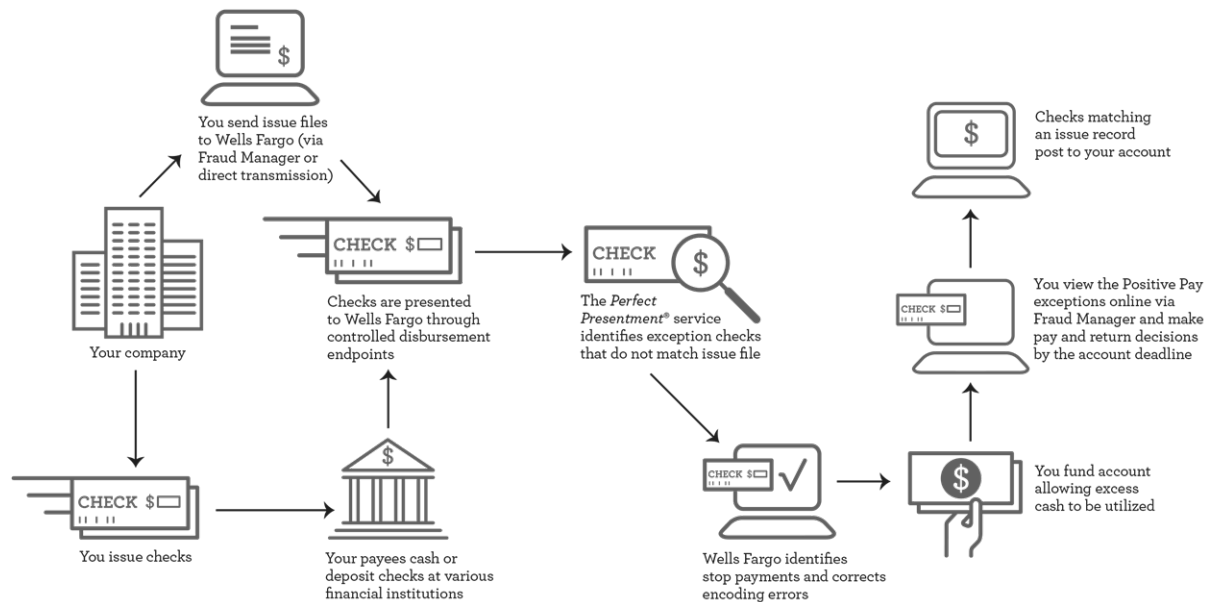
We offer two positive pay services:

- **Perfect Presentment®** – Our same-day positive pay solution used in conjunction with controlled disbursement identifies all stop payment items and positive pay exceptions. We correct exceptions due to encoding errors before they post to your account. Therefore, the daily funding totals that we report to you match your posting totals. *Perfect Presentment* is offered at our premier endpoints of Chapel Hill, North Carolina; Savannah, Georgia; Wilmington, Delaware; and Philadelphia.
- **Positive Pay** – Our next-day positive pay service posts checks, including encoding errors, to your account during nightly batch processing. All encoding errors are reviewed and corrected by Operations prior to customer exception reporting. Our Positive Pay is offered at our five endpoints of Chapel Hill, North Carolina; Savannah, Georgia; Wilmington, Delaware; and Philadelphia; and Calabasas, California.

How it works - Controlled Disbursement with Perfect Presentment

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

With our premier positive pay service, *Perfect Presentment*, we compare your checks to your issued check file and to our stop payment database prior to posting to your account. Exceptions are provided to you on a same-day basis with decisions due the following business day.



Presentment reporting and reconciliation

Based on our understanding of your needs, we recommend that you use our Savannah controlled disbursement endpoint. You will receive two notifications Monday through Friday excluding federal holidays.

- The first presentment deadline is 8:30 a.m. ET.
- The second presentment deadline is 10:00 a.m. ET.

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

Simplified reconciliation

As a premier controlled disbursement endpoint, the Savannah site supports our *Perfect Presentment* same-day positive pay service. Fraudulent activity is typically intercepted and stopped one day earlier than with a regular positive pay account.

With this *Perfect Presentment* feature, you can simplify reconciliation and enhance funding accuracy. We run the daily positive pay match and correction process before controlled disbursement funding and account posting happen. This step provides accurate funding information because you only fund presented items that match your check issue file. It also provides clean intraday paid check files, clean deposit account posting, and simplified cash and transaction reconciliation.

Online reports/search/images

The County retrieves images of your account transactions to view, download, and print account information, using the following services and applications, through our online banking portal, mobile service, or transmission.

Treasury Information Reporting (TIR)

TIR provides comprehensive reporting on your treasury account activity for your Wells Fargo and non-Wells Fargo bank accounts. With one single sign-on and password, you can use TIR to customize your transaction information with flexible, user-friendly reporting capabilities.

You can access paid, deposited, and returned check images to view, print, and download balance and transaction information from a variety of standard reports that provide intraday and previous day information.

*TIR through our *CEO Mobile*® service includes full TIR functionality.

Statements & Notices

Our Statements & Notices service lets the County view images of deposit adjustment notices (DANs) that include adjustment and transaction details. An image of the corrected check is included, when available. This service is available at no charge and includes email or text notifications to inform you that your notices are available for viewing online.

Transaction Search

Our Transaction Search service is available on our online banking portal and mobile service. The County can search for a variety of transactions, from checks to ACH-originated items, and use as a full-service to view, print, or download images of checks (disbursed and deposited), deposits, stop payments, and all account activity posted to your account.

Images are available by 9:00 a.m. ET the first business day after posting. Some images may also be available on an intraday basis. Check images are available for seven years and ACH-originated transaction history for up to 180 days.

Desktop Deposit

With *Desktop Deposit*® you scan checks for deposit by using an approved check scanner and a computer with internet access and view them as images. Check images are promptly available online through our remote deposit service for 90 days. These same images are also available online through our Transaction Search service for seven years.

Mobile deposit

You can capture check images and deposit funds* to your account with the camera of a mobile device.*

*Requires an iPhone, iPad, or iPad Mini, running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

Lockbox

The County uses our image service on Lockbox to retrieve and view images of all lockbox documents, including checks, and remittance documents, correspondence, and envelopes. Images delivery options include internet, transmission, and DVD, and are available within two hours of your deposit deadline. As a standard, we archive images for seven years.

Positive pay

With our positive pay tool, through our online banking portal or mobile service*, you have the ability to view and download images of exceptions, and then make pay and no pay processing decisions.

*Requires an iPhone, iPad, or iPad Mini, running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

Decisioning

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

Transmission

Image File Import (IFI)

You can obtain all check and lockbox images in transmission files through Image File Import (IFI). This delivery channel provides a transmission of images of paid checks, electronically deposited items, returned items, and wholesale lockbox items.

Through our secure transmission platform, you can import images into your internal archives or to our viewing software. You choose to download image files in XML or PDF to meet your business needs.

DVD or CD-ROM

WellsImage Media

Our media service *WellsImage*[®] provides the County with encrypted digital images of your paid checks (front and back) with up to 30,000 images on CD-ROM and 210,000 on DVD. You can request up to seven years of historical images for disbursement accounts and up to five years of wholesale lockbox images.

You can view your images using our proprietary viewing software, which is password protected.

Online positive pay decisioning

Please see information in the Online banking portal section of our proposal.

Online ACH debit decisioning

Please see information in the Online banking portal section of our proposal.

Online stop payments

Please see information in the Online banking portal section of our proposal.

Manual additions/deletions to positive pay file

Please see information in the Online banking portal section on the following pages.

Online banking portal

As you know, our online banking portal is **available 24 hours a day, 7 days a week**, and provides you with single sign-on access to account information and a wide range of financial services. By customizing your portal home page, the County can view your account balances and transaction information, at a glance.



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

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

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

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

Features and capabilities

With our online banking portal, you can:

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

While the County already uses our online banking portal, if you would like to see a demonstration, please contact your treasury management consultant, Jackie Kobialko.

Change orders (standing and ad hoc)

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

Deposit and change order procedures

Telephone

On a single phone call, you can place multiple orders for one or more locations, up to your daily limit. You can place orders up to 180 days in advance. You'll enter your location ID and password and then the bank's automated system guides you through the ordering process. The County will receive a confirmation number at the conclusion of placing the order.

To ask about the status of an order, change an order, or cancel an unfilled order, you will use the confirmation number to start the request.

Security feature

The County can establish a maximum order limit per location, which can help keep your account secure.

Online banking portal

When you use our online banking portal, you can place orders for up to 10 locations at a time, up to 30 days in advance. You sign on with your company ID, user ID, and password; enter the amount of currency and coin you need; and then verify and submit your order.

We provide a confirmation number. You'll provide it to view, edit, or delete an order. We accept edits and deletes until 10:00 p.m. local time,* the night before your armored courier picks up the order.

You can use our batch process to place up to 1,000 cash orders at one time. You'll download and fill out our spreadsheet template and then upload the file to our cash vault. Once our system verifies the file, it immediately sends you a file transfer confirmation message and number. Within 30 minutes, the County will see the status of your order on the Cash Vault Announcements page on the online banking portal.

*Large orders may require advance notice to process.

Security features

The bank's secure, online banking portal features:

- Account lockout — our system will lock out a user account if there are too many invalid password attempts
- Authentication — we require multiple sign on identifiers
- Timed log off — our system will automatically log users off during periods of inactivity

Online cash vault deposit order tracking portal

DTSConnex[®] — a third-party offering from International Financial Services (IFS)—enables the County to create, track, and manage cash deposits and change orders online across multiple banks. This broad scope assists you in monitoring armored courier performance.

Using this service, you'll see what will post to your account the day before you see the actual credit posting.

Security features

The *DTSConnex* solution features:

- Account lockout — the system will lock out a user account if there are too many invalid password attempts
- Password expiration — the system requires users to update their password every 90 days
- Timed log off — the system will automatically log users off during periods of inactivity

Standing order

During your cash vault service implementation, you provided details to receive change orders on a predetermined delivery schedule. As a security measure, standing orders eliminate the need to place an order manually, which can reduce the chance of inaccurate or fraudulent orders.

Cash vault cutoff times

The following table lists the cutoff times, in local time, for our cash vault service.

Cash vault site	Deposit deadlines			Order deadlines	
	Cash only	Check only	Mixed	Touch tone	Online
Florida Orlando	4:00 p.m.	4:00 p.m.	4:00 p.m.	11:00 a.m.	10:30 a.m.

Account reconciliation (partial & full)

With our Account Reconciliation Plan (ARP) and automated reporting service, the County is able to **quickly and efficiently reconcile your disbursement** accounts with your internal accounting records. In addition, it helps you detect and reduce your exposure to check fraud.

Benefits

- Reduces accounting costs and increases productivity
- Improves cash control and provides faster, more accurate information
- Increases audit control
- Minimizes both internal and external fraud losses

We offer our disbursement customers both Full and Partial ARP, and the County currently utilizes both options.

Full ARP

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

Within 90 minutes of electronic transmission, you can receive an **optional file confirmation for check issue information or stop payments**.

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

We update check issue information **more than 50 times** each day, seven days a week.

Partial ARP

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

Optional reporting



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

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

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks*	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks†
Issue Notices Not Received†	Matched Paid Items†

ARP optional reports	
Voids and Cancels*	Prior Payments*
Issues This Cycle*	Unpaid Checks

*Only available with Full ARP.

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

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

Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT	PRINTED: 08-01-XX PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
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	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: XXXXXX2222		OUTSTANDING CHECKS REPORT	PERIOD: 00-XX TO 506-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
XXXXXX1003	5-03-XX	1,000.00 0	XXXXXX1002 5-06-XX 100.00 0
XXXXXX1004	5-03-XX	20.00 0	XXXXXX1003 5-06-XX 1,000.00 0
XXXXXX1005	5-03-XX	200.00 0	XXXXXX1004 5-06-XX 20.00 0
XXXXXX1001	5-05-XX	10.00 0	XXXXXX1005 5-06-XX 200.00 0
18		5,210.00 TOTAL	PAYEE NAME 1 PAYEE NAME 2 PAYEE NAME 3 PAYEE NAME 4 PAYEE NAME 5

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT	PRINTED: 10-01-XX PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
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
XXXXXX0725	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		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES	
SAN FRANCISCO, CA 94163				1-800-AT-WELLS OPTION #2	
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	CANCL/I	
XXXXXX002	5-03-XX	5-06-XX	100.00	CANCL/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	

Paid check image file

We capture images of paid items and provide them through three delivery channels:

- Online
- On a disk
- In an image transmission

ACH origination – debits and credits

Automated Clearing House (ACH) payment originations provides the County efficient and convenient ways to transfer funds. Our ACH services help you to avoid the risks of paper check fraud and provide online reporting.

Our ACH services allow you to electronically initiate and manage a variety of transactions quickly and conveniently. You control the payment date, meaning that you can keep that money in your account until the settlement date that you determine.

With our electronic link to the ACH network, the County can, for example, deposit employees' wages directly into their checking accounts. You can make your state and federal tax payments, make vendor payments, and execute other debit and credit transactions. The variety of transactions includes:

- Cash concentration and disbursements
- Direct debits
- Direct deposits
- State and federal tax payments
- Vendor payments



How you benefit

By using our ACH Services for your payment and collection methods, the County can:

1. **Increase efficiency.** Using our ACH services reduces the time and resources needed to process payments and collections. This results in lower costs to you, **fewer accounting and reconciliation errors**, and a reduction in the time that your staff spends handling paper
2. **Have a more predictable cash flow.** ACH services eliminate the unpredictability of sending and receiving paper payment instructions because you select the exact dates for settlement. You can **more accurately manage accounts and maximize your use of available funds.**

3. **Reduce the risk of fraud.** Sending payments electronically avoids risks of paper check fraud. Depending on the origination method, you can **require approvals for outgoing ACH payments**. Our fraud filter service further helps to protect your accounts from fraudulent ACH transactions

Why Wells Fargo

We develop and maintain our proprietary ACH system. Our in-house capabilities ensure that we can **readily adapt to your needs** and make system updates. Inherently scalable, our system can accommodate your existing and future transaction volume. The County has access to continuous ACH processing 24 hours a day, 7 days a week, with extended deadlines and no processing window restrictions. We supply electronic file confirmations within 15 minutes of receipt of your files, and we can warehouse files for up to 45 days before the effective date.

The County can **originate same-day, one-day, and two-day ACH transactions** through each of our origination methods. We can initiate or receive any ACH payment type authorized by the National Automated Clearing House Association (Nacha).

Origination methods

Options for direct origination, consolidated payables transmission, and internet origination let you determine the transaction method that suits your business.

Direct origination

You send us a Nacha-formatted file that contains the required ACH transaction information, such as:

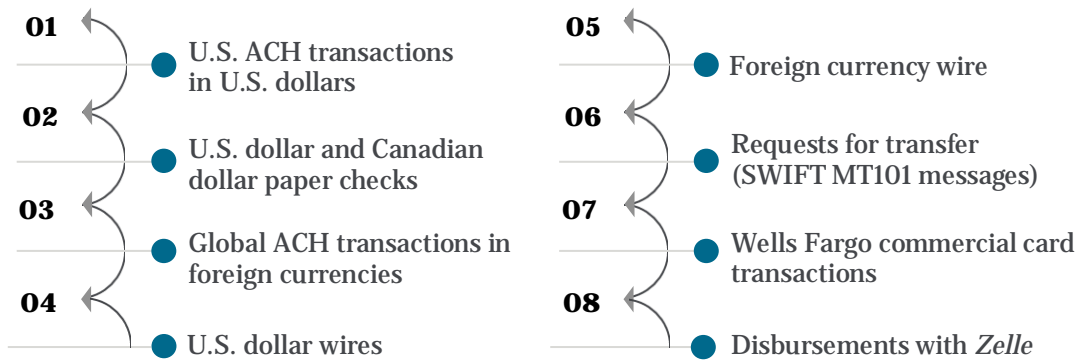
Routing and transit number	Account number	Dollar amount	Effective date
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Consolidated payables transmission

You can initiate ACH payments directly from your treasury workstation, Enterprise Resource Planning (ERP) system, or accounts payable system.

When you use our consolidated payables service, **you save time by grouping ACH transactions and multiple other payment types in a single file**. You can group debits, credits, and multiple payment types (such as payroll, credit card, and expense payments). Moreover, you can include domestic wires, international wires, U.S. dollar checks, and Canadian dollar checks.

Your file can include the following payment types:



The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee, as appropriate.

Internet transmission

Online initiation allows the County to originate ACH transactions without having to create your own Nacha-formatted files. Once you build a template based on the payment type, it's quick and easy to create ACH transactions and send them to us for processing.

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

Payment type options	
<ul style="list-style-type: none"> • Cash concentration and disbursements (CCD) • Child support payments (CCD+) • Consumer debits and credits (PPD) • Corporate trade exchange (CTX) • Federal and state tax payments (ACH Tax) • International ACH transactions (IAT) 	<ul style="list-style-type: none"> • International low-value payments (ILV) • Payroll (PPD) • Re-presented check entries (RCK) • Single Euro Payments Area (SEPA) payments • Vendor payments (CCD) • WEB- and TEL-initiated consumer debits

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

As added convenience, the County can use our mobile service* to approve ACH templates and payments that require immediate attention.

*Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

ACH origination deadlines (ET)

Origination method	Same day settlement (on us) *	Same day settlement (transit) †	One day settlement	Two day settlement
Direct origination	9:00 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	9:00 p.m. ET	12:00 a.m. ET
Consolidated payables transmission	8:30 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	8:30 p.m. ET	8:30 p.m. ET
Online	7:00 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	9:00 p.m. ET	9:00 p.m. ET

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

†Transactions more than \$25,000 and international transactions (IAT) are not eligible. Funds from incoming credits are available by 5:00 p.m. local time.

ACH reporting

Our TIR service provides **comprehensive intraday and previous day reporting** of ACH information. With our Alerts service, the County selects the criteria for when to receive notifications on ACH received activity and ACH return activity.

The County can view reporting and alerts online or receive them by email or transmission.

Online

From our online banking portal and our mobile service,* the County receives ACH reporting that includes transaction information, company name, customer ID, company ID, entry class code, entry description, and discretionary data.

*Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

You can view, print, and download any report into your accounting, treasury workstation, or spreadsheet applications. Downloading and viewing options vary based on the report you choose. Format options include:

BAI v2	CSV	Excel	HTML	PDF
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Email notification

With our Secure Document Delivery service, you can receive an email with a link to a report that notifies you when your ACH reject and ACH delete and reversal reporting is available. Click on a link in the email to retrieve your report easily.

Automated transmission file

The County can receive an automated transmission file that contains the same information available in our online ACH reports. You can choose from two format options - BAI V2 and ISO 20022 XML. Our daily transmission file contains previous day information; our intraday transmission file contains same day information that you can receive as frequently as every 15 minutes.

We offer an additional transmission reporting option with our consolidated receivables service. It translates and consolidates ACH payments and remittance information with other payment types. Then, it reports this data to you for automated posting to your receivables system.

The County can choose from the following formats:

Formats	
ANSI X12 820 (Payment Order or Remittance Advice)	Modified Nacha
ANSI X12 823 (Lockbox)	Proprietary and custom formats (by request)
BAI 80/300 (Lockbox)	Wells Fargo flat file formats <ul style="list-style-type: none"> ▪ Simplified ▪ Universal
ISO 20022 XML format	

We also support most custom and proprietary formats.

Fraud protection

Payee match positive pay


With our optional payee validation solution, the County includes payee names with your check issue information. We validate payee names on all checks presented for encashment* at our teller windows and on deposited checks above the threshold dollar amount. Payee matches are paid and payee mismatches are reported through our online fraud management solution for your pay or return decision.

*If the payee is not a Wells Fargo customer, he or she will be charged a check-cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the County has the option to pay the check-cashing fee as part of your account analysis.

ACH Filter

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

You can **review** transactions and decide what to return, automatically **stop** unauthorized transactions, and **monitor** converted check entries.



Review transactions and decide what to return

With our review option, the County can preauthorize ACH transactions to post to your account. We'll notify you of any that are not preauthorized. You'll review those transactions and notify us whether you want them paid or returned. When you tell us to return one, we create a reversing adjustment and return it as unauthorized.

- All ACH transactions posted to your account
- All 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

Note: 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.

Automatically stop unauthorized transactions

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

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount
- Stop and return all ACH credit or debit transactions only
- Stop and return ACH credit or debit transactions outside a predetermined dollar range
- Stop and return all ACH credit or debit transactions outside a specified date range
- Stop and return all ACH credit or debit transactions that exceed a specified maximum number of occurrences

Monitor converted check entries



Our eCheck option helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes eCheck Post and eCheck Stop options for accounts receivable check (ARC) and back office conversion (BOC), and point-of-purchase (POP) transactions.

eCheck Post

By using this option in conjunction with our positive pay service, the County has the opportunity to see unmatched items that will post to your account. Use our online banking portal to decide to pay them or return them.

If you use this option with our same-day positive pay service, we do not match the ACH converted check against your check issue records.

eCheck Stop

With this option, we will automatically stop all ineligible items inadvertently converted before they post to your account.

Payment authorization (limiting dollar amount of checks that can clear against the account)

The County uses our payment authorization service to help **prevent unauthorized transactions** by placing dollar limits on specific transactions and by preventing the encashment of checks by individuals at the teller line.

The County can elect to place four controls on your accounts as fraud protection measures.

Payment authorization service	
You're in control:	
Maximum over the counter amount*	
Maximum	You can establish the maximum dollar amount (of up to 10 digits) authorized for checks drawn against your account. Although the checks will post to your account, we will reverse and return any checks over that amount marked "refer to maker."
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.
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.

Dual authorization for electronic payments

We offer dual control for electronically initiated transfers.

Internet

We require dual approval for all free-form wire origination and template creation or modification. The County can set controls to require up to four approvals. Users can't approve wires or templates they originate. Additionally, if multiple approvals are required, the same person can't perform more than one approval.

Consolidated payables transmission or upload

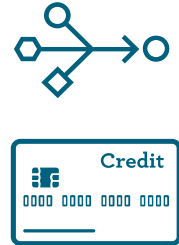
You can choose to require secondary approval for some or all of your wires. With this option, we won't release your transmission or upload until we receive an approval. Each approver (you can require up to three) can review, modify, approve, or delete the wires online.

OPTIONAL BANKING SERVICES

Purchasing card solution (currently in use)

One card, one workflow

Maximize convenience, efficiency, and control with **one card and one platform that easily handles your employee spending, travel, general procurement, accounts payable disbursements, and more.** By consolidating your expenses under one program, the County gains access to comprehensive information for smart decision-making. You can 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 have a partner with the experience and knowledge to make your program successful.

Accepted almost everywhere

We issue both Visa® and Mastercard®, with both platforms boasting the highest global acceptance rates — more than 40 million merchants worldwide. This means your employees can make purchases almost everywhere cards are accepted, as applicable. Through our consultations with the County, we helped you determine that the Visa platform best met your needs.

Corporate liability: A best practice

More organizations are choosing a corporate liability program because it can help you:

- Decrease costs, losses, and risk
- Increase visibility of spending across the entire organization
- 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. The card industry considers corporate liability a best practice, and our program uses this approach.

Online program management

For low IT burden and flexibility, manage your program through our online expense reporting service, which offers self-administration functionality and customizable components. There is no need to install hardware or software on your system. Our service allows you to:

- Manage cards in real time
- Obtain comprehensive standard and custom reports
- Customize transaction fields
- Establish automatic, precise cost allocations

You can upload expense data from the application to most ERP or treasury workstation platforms, which eliminates any manual data entry to your general ledger.

Your employees can use our online expense reporting service to:

- Review and approve transactions
- View and upload receipts
- Input out-of-pocket expenses
- Reclassify line items to multiple cost centers

Because our service is entirely online, cardholders can begin reconciliation, well before the end of the statement cycle.

Automate your invoice payments

The County can achieve significant time and cost savings by moving more of your accounts payable expenditures from paper-based processes to our commercial card. Moving a single transaction to your commercial card can save an average of \$90 in processing costs and eliminates approximately 10 days cycle time.*

*RPMG Research Corporation, 2017 Purchasing Card Survey Results.

Accounts payable control service

When you authorize a payment using our Accounts Payable Control (AP Control) service, we assign a virtual account number to it. Then, we send that number and the transaction details to your supplier by secure email. You then use an electronic transaction detail file to close transactions within your accounting system. For added control and ease of reconciliation, you can even limit payments to an exact dollar amount, or make it available for a limited time.

With our Straight Through Processing* solution, you can make it easier for your suppliers to do business with you. They can receive payments just as they normally do, but without manual input of credit card information on their part. Instead, suppliers arrange to have their merchant acquirers process your credit card payments for them.

*Our Straight Through Processing Service is currently in pilot and would be sold in conjunction with our Accounts Payable Control service. Functionality is subject to development, change, or cancellation. Full rollout is to be determined. Additional fees and restrictions apply.

Send one consolidated payment file

To 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 commercial card transactions — in a single file.** Upon receipt of the file, we'll separate payments by type and process them accordingly, sending traditional or human-readable remittance information to the payee.

We'll help get your suppliers on board

Our experienced Supplier Analysis & 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 create a customized strategy and targeted outreach campaign specific to your needs.

Quickly, easily, and securely handle critical tasks when you're away from your desk. Your program administrators can change credit limits, adjust merchant category code strategies, and view declined transactions, in real time. This saves them time and provides greater convenience to cardholders. Your cardholders can use smartphones* to view balances and available credit, upload receipts, and enter out-of-pocket expenses as transactions occur, improving the accuracy of your expense reports.



To help keep accounts secure, cardholders can receive text alerts† when a transaction is completed or when nearing their card limit. They can set notifications by dollar threshold.

*Requires iOS version 10.1 or higher, or Android version 7.0 or higher.

†Your mobile device's coverage area can affect availability. Your mobile carrier's message and data rates may apply.

Protect yourself from fraud

You want to make sure that you have the best fraud protection for your cardholders and accounts. We use proprietary fraud mitigation technology, customized transaction monitoring, and offer 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. We'll send your cardholders alerts by email or text* when we identify a suspicious purchase. They can confirm whether the transaction is fraudulent by simply responding to our email or text. This helps us detect and prevent fraud almost instantly.



*Your mobile device's coverage area can affect availability. Your mobile carrier's message and data rates may apply.

Additionally, our commercial card adheres to the rigorous security protections of the Visa network. In 2018, **Visa recognized us with the Global Service Quality award for having a high authorization approval rate.** This award demonstrates our commitment to customer service while controlling risk.



Liability protection through Visa

Your commercial card program is eligible for a liability waiver offered through Visa up to \$100,000. This waiver can help protect your organization from certain employee misuse or other unauthorized charges.

Full implementation support

We approach implementation as a partnership. We commit our own full-time resources and experienced members of our commercial card team to guide the design, installation, and rollout of your program.

Dedicated account manager

Your dedicated account manager, Ilonka Weida provides ongoing guidance and support. She meets with you regularly to track program statistics and measure them against your key goals. In addition to reviews of benchmarking and program information, your account manager updates you on industry developments and best practices that promote card use.

Support available around the clock

We have three commercial card service centers within the U.S. dedicated exclusively to serving our commercial card customers. Our representatives help with card maintenance services, such as reporting a card as lost or stolen, and answering questions about charges on cardholder statements. Your program administrator and cardholders can have peace of mind knowing they can call our award winning* service team for support, 24 hours a day, 7 days a week.



*2017 Customer Service Team of the Year, American Business Awards by the Stevie Awards

Advanced safe technology for cash deposits (SafeVantage)

The remote cash capture process provides daily provisional credits to your bank accounts. The smart safe holds your deposit until your armored carrier picks it up. The service can allow the County to accelerate cash flow by one to two days.

The deposit procedures increase employee efficiency and productivity, improve deposit accuracy, and improve employee safety.

How it works

To implement our remote cash capture solution, the County will choose an armored carrier to install bill validating and counterfeit detecting safes in your locations. Your employees will simply insert currency into the bill validators. The safe counts the cash, examines the bills, and rejects any bills suspected of being counterfeit. It also tracks deposits by employee PIN.

The safe prepares your deposits and then reports them to Wells Fargo. You receive provisional credit for the cash in the safe before it physically reaches the bank.

The safe holds your cash until your armored carrier picks it up for delivery to the carrier's cash vault. The carrier also brings coin and currency to your safe.* Depending on your safe's capacity and cash volume, you may be able to reduce the number of courier pick-ups that you need per week.

* Smart safes do not dispense coin or currency.

In addition to currency deposits, the remote cash capture safe handles:

- **Manual deposits** – used for unfit and rejected bills as well as occasional checks or travelers' checks
- **Change order deposits** – used to allocate a deposit to offset the debit charge for a change order made, which simplifies your reconciliation process

Reporting

You can access transaction information either directly from the safe or through the armored carrier's online portal.

You can program your safe to print deposit reports in amounts by employee, by shift, and by day. Reports identify each type of deposit — currency and manual — by a different description on your reporting services, which simplifies reconciliation.

Deposit cutoff times

The County receives provisional credit for check and cash deposits that you make in the safe's manual drop slot. The cutoff times (local) are determined by service level.

Type	Cutoff time (local time)	Provisional credit received
Standard service deposit credit	3:00 a.m.	Next business day at end of day
Premium intraday service deposit credit	4:00 a.m.	Next business day by 8:00 a.m.

Advantages

Our remote cash capture solution offers many benefits to the County.

Increased staff efficiency

Because the safe counts cash, your employees can focus on customer and business needs. They'll spend less time handling cash, preparing deposits, and making trips to the bank.

Improved safety and fraud prevention

Criminals may target operations where cash is unsecured. Remote cash capture:

- Reduces the risk of losses for cash in transit
- Reduces the risk of fraud because a point-of-sale system tracks funds — the totals shown on the system should equal the amount deposited
- Provides an audit trail with the reporting of deposit data by location and employee

Expedited credit

You receive provisional credit and faster access to working capital without being dependent upon a daily armored carrier pickup.

Easy reconciliation

All transactions flow through our regular information reporting channels, including BAI file transfer and our online reporting service. Several reports provide detailed information about your deposits and your coin and currency orders.

Lower transportation and supply costs

Because we credit deposits to your account through an electronic data transmission from the safe, the County can reduce the number of armored car pickups and trips to the bank. Our remote cash capture service also reduces your need for deposit bags and tickets.

Flexibility

You can choose from a variety of safe models to meet the size requirements of your locations and suit your business processes.

Disadvantages

There are instances when the deposit needs to reach the cash vault physically before you can receive credit.

No provisional credit for manual deposits

You can place checks and cash rejected by bill validators into the manual drop slot of the safe. However, you will not receive credit for these until your armored carrier picks them up and delivers them to the cash vault for verification.

Coin deposit limitations

While most standard smart safes accept minimal amounts of coin deposits, you cannot receive expedited credit for them. You will receive credit for coin deposits after your armored carrier makes the delivery to the cash vault and cash vault staff verify the deposit. Specialized safes help manage large amounts of coin deposits.

Risks

There are some inherent risks associated with contracting with an armored carrier. Please contact your carrier for information and discuss risk issues with your legal counsel, as appropriate. Consider:

- **Equipment liability** — If the safe is stolen from your location, destroyed, or damaged, you may be responsible for the value of the remaining useful life of the safe.

- **Counterfeit bills** — Even though the bill validator on each safe comes equipped with counterfeit detection technology, it may not detect all counterfeit items. Each safe vendor has a guarantee program to protect against losses. Refer to your vendor’s guarantee program to understand your responsibility for losses.
- **Cost increases** — Safe vendors reserve the right to increase fees to cover their costs of labor and servicing of the safes. Such fees include fuel surcharges and excess premise time.

Automatic Teller Machines (ATMs)

We provide two different types of ATMs: full-service ATMs and cash-only ATMs.

The following table describes the functionality of each type of ATM.

Functionality	Full service ATM	Cash only ATM
Get cash	Yes	Yes
Transfer funds	Yes	Yes
View balance information	Yes	Yes
Print statements	Yes	Yes
Dispense multi-denominations*	Yes	Yes
Make deposits	Yes	No

*ATMs dispense 20- and 50-dollar bills.

PeopleSoft

Wells Fargo has many customers that use various versions of PeopleSoft.

Electronic payments (outgoing)

ePayables

We can receive the following types of electronic payments:

- Wire transfers
- ACH-CCD
- ACH-CCD+ (including Vendor Express)
- ACH-CTX
- EDI payments in ANSI X12 format
- Remote deposit check files
- Image cash letter check files

We credit your Wells Fargo account directly for any electronic payments we receive rather than deposit them into your lockbox.

Payment Manager

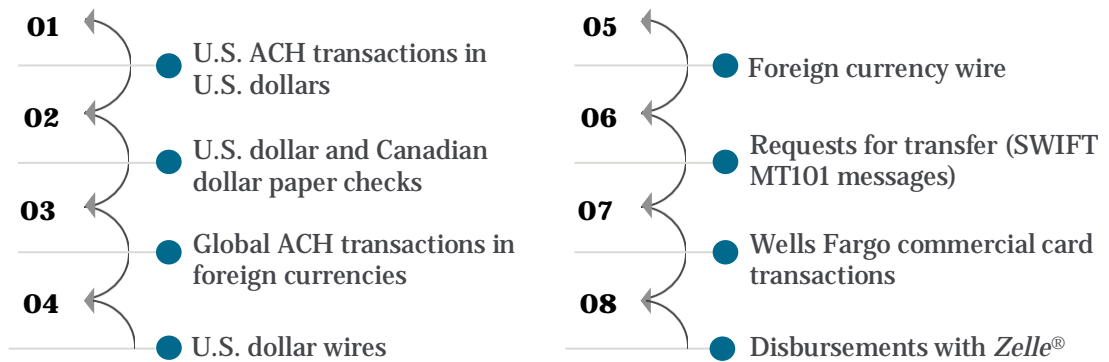
You can send consolidated payables files to **streamline** and **automate** your payment and remittance processes, strengthen trading partnerships, drive working capital, and improve operational efficiencies.

By reducing the use of paper documents and manual data entry, you **minimize mistakes** and **increase efficiency**.

Payment types

In a single file, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; **we'll separate the payments by type** and process them accordingly.

Your file can include the following payment types:

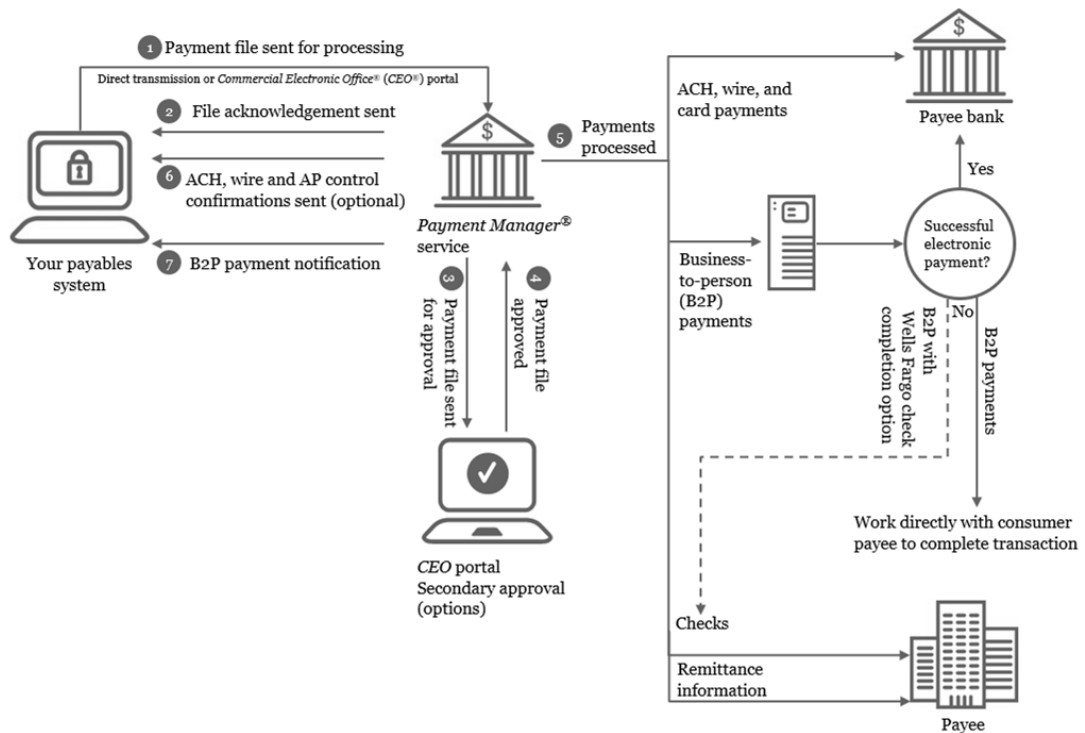


Online services

Through our online banking portal, you can:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements

How it works



Benefits

<p>Accepts a variety of file formats</p>	<p>We accept most custom and proprietary file formats — almost any type of file format your system can generate. If you use a standard format, it can minimize your implementation cost and time.</p>
<p>Improve cash forecasting and reconciliation</p>	<p>Electronic control of your global disbursements allows you to better manage and forecast your cash flow. The service is also integrated with our account reconciliation and positive pay services.</p>
<p>Potentially reduce costs</p>	<p>Sending one consolidated payables file reduces your internal costs associated with AP processing. Specifically, electronic payment methods can reduce your expenses for paper check payments.</p>

Compatibility with treasury workstations, ERP systems, and other accounts payables systems

These include, but are not limited to:

Treasury workstations and ERP systems	
GTreasury	PeopleSoft
JD Edwards	SAP
Kyriba	SunGard
Lawson	Wall Street Systems
Microsoft Dynamics Great Plains	Yardi
Oracle*	

*If you use Oracle, you can use our software solution to manage data translation to the file.

Flexible file options

Delivery

Transmit your payment file using a variety of communication protocols (including multiple internet options) or upload it online.

Formats

This service accepts:

- Standard Wells Fargo flat file
- Wells Fargo XML
- ASC X12 820
- Lawson AP 161
- Excel
- SAP IDoc
- ISO 20022 (CGI common XML standard)
- Custom and proprietary formats

Our service accepts and acknowledges your file for initial processing **24 hours a day, 7 days a week.**

Processing deadlines

Depending on the payment type you send, we'll process your file the same business day if we receive it by our cutoff time. We process a file that arrives after the cutoff the next business day. If you require secondary approval, it must be completed by the applicable deadline for same-day processing.

If a file includes multiple payment types, the earliest applicable deadline applies to the entire file.

Cutoff times (ET)

Payment type	File cutoff time
Checks	
Standard	10:00 p.m.
Same day*	12:00 p.m.
ACH	
On-us same day settlement	8:30 p.m.
Transit same-day settlement	9:00 a.m. and 1:00 p.m.
One-day settlement	8:30 p.m.
Two-day settlement	8:30 p.m.

Payment type	File cutoff time
Wires Fedwire SWIFT CHIPS	5:30 p.m. 5:00 p.m. 5:30 p.m.
Wells Fargo commercial card	Accepted when received
Zelle payments	8:30 p.m.

*Subject to volume limitations and additional fees.

Safety and security

Secondary approval



You can make optional secondary approvals for some — or all — of your payments after we receive your file. The system can hold an entire file of payments, or an individual payment, for an authorized user to approve or delete. We'll then generate the payments and send remittance information based on your instructions.

History

Search for payment information, view standard reports, create custom reports, and schedule report reminders. **Data is available for 90 calendar days after we receive your payment file.**

Users with administrative authority have access to an audit report which provides snapshots of setups and user entitlements. You can also view all changes made to setups and user entitlements within the last 90 calendar days.

Assurance of receipt

Acknowledgements

We'll let you know by transmission, secure email, or both that your file has reached our system and has undergone initial processing.

You can choose the format:

- Option 01 — XML
- Option 02 — ANSI X12 997 (standard EDI)
- Option 03 — ISO 20022
- Option 04 — Human-readable report

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgments online.

Confirmations

You have the option to receive payment confirmations for wire transfers, commercial card, and ACH payments by **transmission, secure email, or both**. You can also **view and download confirmations online**.

You choose the format:

- 1 XML
- 2 Excel CSV
- 3 ISO 20022
- 4 ANSI X12 824 (standard EDI)
- 5 Human-readable report

Disbursements with Zelle

A convenient new service, Disbursements with *Zelle*, allows you to replace business-to-consumer (B2C) check payments with electronic payments, using your payee's email address or mobile phone number.

Our service allows you to:

- Send payments without obtaining personal account or routing numbers
- Eliminate the risk of storing payee account data
- Reduce expenses related to paper checks
- Send a courtesy notification to your payee providing payment information

Unregistered payees

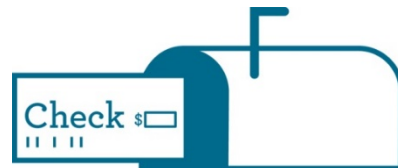
If your payee is not registered for *Zelle* payments at the time of payment initiation, we offer an optional feature that will send them a payment alert. This alert contains instructions for your payee to enroll to receive a *Zelle* payment. The funds will settle after your payee registers.*

*Your payees have 14 calendar days to register to receive their funds.

Check completion option

With this option, we can automatically issue a check payment to a registered payee if their electronic payment is unsuccessful. Our check completion option requires you to include complete check issue instructions along with your *Zelle* payment request.

When you choose this option, there are no additional steps to address payment failures because your payments will complete electronically or by check based on the payee's registration status.



Enhanced remittance delivery options

You can include detailed remittance information in your payment file. You choose the delivery method: online, email, mail, or fax. We'll separate and process the payments and forward the remittance data in a human-readable format to your payees.

Transition payees to electronic payments

We offer you two options to transition your payees to electronic payments:

1

Invite your payees (by mail or email) to self-enroll online to receive ACH payments (instead of check payments) and electronic remittance information. You choose the remittance delivery channel you want to offer: email, mail, fax, or online.

2

We analyze your vendor's data to provide an onboarding forecast. This predicts the conversion to commercial card, ACH, or both. We then plan an onboarding campaign on your behalf for your suppliers.

Templated payments

We offer you the option to send templated payments to your suppliers after they enroll. Our database facilitates the payments, which frees up valuable time and resources for the County.

Integration with centralized disbursements service

Our **Centralized Disbursements Manager** service is a web-based platform combining centralized disbursements with entity-level reporting. We partner with you to track and monitor disbursement activity and corresponding funding through a consolidated master account using a **fully integrated online application**. If the County's disbursements are centralized but reporting must be kept separate by operating location or business line, you will benefit from this service.

What's changing?

Currently, this service requires you to submit issue files containing your check and ACH payments in a Centralized Disbursement Manager-specific format. Therefore, if you use this service and our consolidated payables service, you're required to submit two separate files in separate formats.

We are now developing an integrated file; you'll have the ability to transmit a consolidated file for consolidated payables with payment instructions (ACH, virtual card, and check*) and Centralized Disbursement Manager issue records. Our consolidated payables service will process payments, then forward issue notices to our service.

*Only applies to domestic payments initiated in the U.S.

Electronic payments (outgoing)

Echeck

ACH direct payments allow you to originate preauthorized debits to customers' accounts for recurring or other customer-approved payments. The benefits of direct payments include:

- **Reduced** payment processing costs
- **Faster** funds availability
- **Improved** collections
- **Fewer** return items
- **Enhanced** customer retention



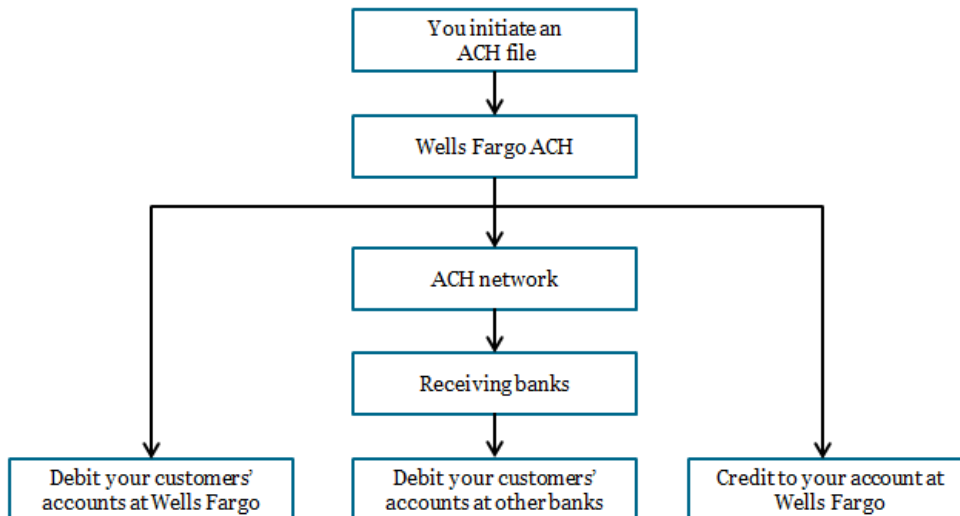
Your customers may benefit from the convenience of automation and by possibly avoiding late payment penalties.

Common direct payments include:

Common direct payments	
Charitable or political contributions	Investments
Dues	Mortgages and other loans
Insurance premiums	Subscriptions
Internet and mobile purchases	Utility payments

Process

After receiving authorization, you can initiate electronic debits to consumers' checking or savings accounts using one of our ACH origination options. Amounts can be fixed or variable, depending on the authorization. On the settlement date, we'll credit your account for all direct payments and the receiving financial institution will post individual debit transactions to your customers' accounts. We illustrate the process in the following graphic.



Deadline

Although you can send direct payment files 24 hours a day, 7 days a week, we have established cutoff times depending on your settlement target. We include file cutoff information in the following table.

Origination method				
	9:00 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	9:00 p.m. ET	12:00 a.m. ET
	8:30 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	8:30 p.m. ET	8:30 p.m. ET
	7:00 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	9:00 p.m. ET	9:00 p.m. ET

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

†Transactions more than \$25,000 and international transactions (IAT) are not eligible. Funds from incoming credits are available by 5:00 p.m. local time.

If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we will process it on the next business day.

Wire transfers



The County can **send and receive wires**, and **transfer funds** between your accounts **quickly, easily, and securely**.

Incoming wires

We accept wires from Wells Fargo accounts and from the Federal Reserve, SWIFT, and CHIPS (Clearing House Interbank Payments System) networks. If we receive a wire with your valid account number before the processing cutoff time, **we'll credit the funds to your account the same day**.

Outgoing wires

We process outgoing payments on a straight through basis **according to your instructions**. We manually review, correct, and verify a payment that does not pass edits and that our system cannot automatically correct.

Our system automatically confirms your available funds and that a wire is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals Blocked Persons list. If the wire meets these requirements, we release it.

Initiation methods

Report options

Online and mobile

The County can sign on to our online banking portal to initiate repetitive or free-form domestic and international wires. Using our mobile service, you can initiate repetitive wires.

Report options	
Consolidated payable	You can send one file with multiple payment types (including wires, ACH payments, credit card payments, and checks) and remittance information using our consolidated payables service. You can send a file directly from your treasury workstation or your enterprise resource planning (ERP), accounts payable, or other internal system. We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.
Telephone*	You can call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint. These are validated through a voice response unit (VRU). You can complete repetitive wires set up on our system through the VRU. To complete free-form wires, you'll speak with a team member in our wire department. <small>*Book transfer initiation option not available by telephone.</small>
Automatic standing transfer order	To set up a repetitive wire, you'll tell us the criteria that our system will use to determine the amount to send. You'll also specify initiation dates and times for us to automatically send the transfers.
In person*	You can go to any Wells Fargo branch to initiate a wire. You must have signing authority on the account to initiate the request. <small>*Book transfer initiation option not available in person.</small>
Online foreign exchange	You can manage your foreign exchange transactions and reporting with our online foreign exchange service 24 hours a day, 7 days a week. Our service combines the advantages of our competitive foreign exchange rates with the convenience of sending payments throughout the world over the internet.
SWIFT*	If your organization is a member of SWIFT (Society of Worldwide Interbank Financial Telecommunication), you can submit your wire payment instructions for processing using SWIFT FIN messages. <small>*SWIFT membership and volume fees apply and are billed by SWIFT.</small>

Deadlines

Incoming

We accept incoming wires from the Federal Reserve until 6:00 p.m. ET and credit them the same day. We process incoming SWIFT transactions until 7:00 p.m. ET and credit them the same day.

Outgoing

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

Wire cutoff times (ET)

Origination channel						
	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m. (USD) 5:00 p.m. (FX)	5:30 p.m.	4:30 p.m.
	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:30 p.m.
	5:30 p.m.	N/A	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:00 p.m.
	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:00 p.m.
	Not applicable	Varies by currency	Varies by currency	Varies by currency	Varies by currency	Not applicable
	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m. (USD) 5:00 p.m. (FX)	5:30 p.m.	Not applicable

Reporting

You can **receive reports** on your wire transfers **online**, by **transmission**, or by **fax**.

Online

Our online reporting service provides comprehensive intraday and previous day reporting of wire transaction information.

Our online wire reports include:

Information contained in online wire reports	
Account name and number	Receiving and originating bank
Corresponding bank	Transaction status
Currency	Value date
Fed or SWIFT reference number	Wire amount
Internal reference or confirmation number	Wire text
Processing date and time	

You can **view, print, and download reports** into your accounting, treasury workstation, or spreadsheet applications. Downloading and viewing options vary based on the report you choose. Format options include:

BAI v2	CSV	Excel	HTML	PDF
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As an extension of our online banking portal, you can view your intraday and previous day reports using our mobile service.

Automated transmission file

The County can receive an automated transmission file that **contains the same information available in our online wire reports**. You can choose from two format options - BAI v2 and ISO 20022. Our daily transmission file contains previous day information; our intraday transmission file contains same day information that you can receive as frequently as every 15 minutes.

We offer an additional transmission reporting option with our consolidated receivables service. It translates and consolidates wire payments and remittance information with other payment types, and reports this data to you for automated posting to your receivables system. You can choose from the following formats:

ANSI 820	BAI v2	Modified NACHA	ISO 20022	Standard flat file
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We also support most custom and proprietary formats.

Security

We strongly recommend dual custody for initiating free-form wires and for creating or maintaining wire templates online. With dual custody, we require a second user's approval of the free-form wire and wire templates before they're effective.

If you choose to use single custody, we'll enroll you in our Secure Validation service. This service provides an **added layer of security** without requiring another user's approval when completing free-form wire initiation or template maintenance. Each time you initiate a free-form wire or perform template maintenance, you'll select from a list of enrolled phone numbers. You'll receive a six-digit validation code that you'll enter online to complete your request.

Scalable processing platform

Our nationwide funds transfer platform meets both your current and future volume demands. As you grow and your needs evolve, we can quickly configure our systems to handle any increased volume. We can handle up to 10 times our current processing loads, with the same speed and efficiency.

Geographically dispersed sites

We have multiple, strategically dispersed wire processing sites across the nation. These sites use the same processing platform to help ensure efficient data backup and recovery of core wire processing functions should a disruption occur.

Electronic lockbox

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

Our electronic lockbox service repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file.

You use the file to **automatically** update your accounts receivable system and apply credits to your customers' accounts.

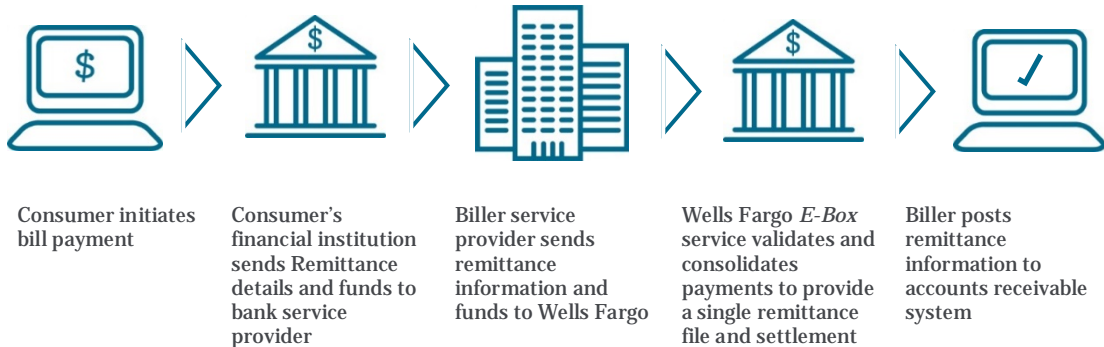
With our service, you can increase your straight-through processing rate of receivables and **minimize your staff's time spent handling exceptions.**

Our electronic lockbox service accepts payments from all major bill service providers, consumer credit counseling centers, and walk-in bill payment providers.



How it works

When you sign up, we'll notify the bill service providers in our network that you can receive payments through our electronic lockbox service. The following graphic shows the flow of a bill payment through the various channels using our electronic lockbox service.



The County receives a single ACH credit to your deposit account.

Automated payment validation

To improve the quality and standardization of the remittance file you receive, you can instruct us to use one or more validation routines to identify, filter, and repair invalid payments or other exceptions.

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

The following shows examples of the validation routines the County can choose from.

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure.

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

*Applies to credit card billers.

Online payment management and research

Manage payments

With our electronic lockbox service, you can perform the following functions online:*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers
- Update your cross-reference database with valid account numbers and generate notifications of change (NOCs) to payment originators

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

Research

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

Payment history

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

Search criteria		
Account number	Biller ID	Processed date
Amount	Consumer name or account number	Trace number

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

Reporting

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

You can view and print activity in HTML and PDF formats or export in CSV and, XML formats.

Transmission

Options for sending and receiving files securely with the bank offer flexibility while protecting data confidentiality. We support these data transmission channels:

- Internet-based file transfers
- Host-to-host direct mainframe connection
- SWIFT platform (SWIFT FileAct)

Your treasury management consultant, Jackie Kobialko, will work with you during the implementation process to help select your preferred transmission method. Together, you'll consider the applications and services that you'll use, size and frequency of transmitted files, and your staff's technical capacity. During service setup, we offer a validation environment to test connectivity and file formats.

Internet-based file transfers

You can send transmission through our online banking portal, where you access your online applications. Using the bank's administration tool, the County 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.

†Bank-provided client software is available.

Options

To provide efficiency when moving data securely across the internet, you have two options:

- Schedule transfer sessions to connect automatically to send and receive files – this is called automated user access
- Automatically receive outbound files from the bank as they become available – this is called outbound push

Optional value-added services include, but are not limited to, virus scanning, email alerts warning that that bank cannot deliver a file because it fails a service check, and file encryption.

Host-to-host

If the County 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).

SWIFT FileAct

To use SWIFT FileAct, the County must be a member of the Society for Worldwide Interbank Financial Telecommunication.* The SWIFT platform leverages a single connection to transmit and receive financial data — such as payments, treasury and securities orders, and reporting files — to more than 11,000 member financial institutions in more than 200 countries worldwide.

SWIFT members commonly use the SWIFT FileAct integration option to exchange files in traditional treasury management formats, such as Direct BAIv2, Nacha, EDI, and ISO 20022 XML. The County will be able to choose from two connectivity structures:

- Real-time, which assures that you, or your service provider, are always logged into SWIFT, so that you and the bank are connected at the same time
- Store-and-Forward, which assures that you can log into the SWIFT network when you want to, so that you do not have to always be connected to the SWIFT network

*Please contact your SWIFT representative for information about joining SWIFT or visit swift.com/corporates.

Dedicated customer service

Your dedicated client service officer, Kenney Brown, is a member of our industry-award winning* Dedicated Client Services team, and will continue to assist with your treasury services.

*Recipient of Support Department of the Year, Best in the Biz Awards in 2017.

Line of credit and letter of credit

Wells Fargo & Company is a nationwide, diversified financial services company that is community-based and relationship-oriented.

Its principal banking subsidiary, Wells Fargo Bank, N.A., is a national banking organization.

Wells Fargo is a publicly held company; our ticker symbol is “WFC” on the New York Stock Exchange.

Benefit programs to County employees

We are committed to helping the County support your employees with enhanced benefits through our *Wells Fargo At Work*SM program. Offered at no cost to you, the program brings engaging financial workshops, tools, resources, and options to your workplace. Your employees will have access to financial resources that can help them and your company.

Enhanced employee benefits for the County

Our program helps you enhance your financial wellness benefits for your employees by providing:

- Financial wellness workshops delivered at your locations
- Customized materials to help promote the County’s program benefits
- Support for company initiatives to help increase participation, such as encouraging direct deposit or retirement savings
- Options to help your employees keep their financial priorities on track
- Online, mobile, phone, and in-person access*

*Your mobile carrier’s message and data rates may apply. Availability may be affected by your mobile device’s coverage area.

Your *Wells Fargo At Work* program representative helps to implement the program, and serves as your single point of contact.

Financial education for your employees

In person

A distinct advantage of our program is our dedicated team of program representatives. Our team members work with you to provide financial workshops, consultations, and support for your employees, conveniently delivered at the County's locations.

Complimentary on-site financial workshop topics include:

- Budgeting and saving
- Managing your credit
- Paying for college
- Buying a home
- Monitoring your financial information

Online and mobile

We also provide online and mobile access to our financial wellness services, 24 hours a day, 7 days a week. We describe these services in the following paragraphs.

My Financial Guide

This guide offers a variety of articles, videos, and tips to help answer your employees' financial questions and help them plan for their goals. The content is available in English and Spanish. You can visit wellsfargo.com/financial-education for more information.

Financial health microsite

This website helps your employees start or make further progress on their journey to financial security. It shows how changing "one little thing" in their spending habits can lead to a positive impact on their overall financial situation. You can visit wellsfargo.com/financial-health for more information.

Hands on Banking

This free, public service offered by Wells Fargo is a non-commercial financial education program. It provides relevant and engaging content for children, young adults, adults, entrepreneurs, seniors, military service members, and veterans. The youth curriculum aligns with the Common Core State Standards Initiative. You can visit handsonbanking.org for financial education modules for each target audience. The website also offers tools and resources that may help your employees and their families make smarter financial decisions.*

*The *Hands on Banking*[®] program is a free public service provided by Wells Fargo Foundation. An account or business relationship is not required for use or access.

Additional resources for the County's employees banking with us

Financial health conversations

Your employees can help improve their financial well-being and build confidence by speaking with a Wells Fargo Financial Health Banker. This complimentary service is offered Monday through Saturday, from 9:00 a.m. until 7:00 p.m. ET. The conversations are focused on helping with the following:

- Find new ways to reduce spending and build savings
- Take control of debt, and pay bills with confidence
- Make credit work for you, not against you

Steps to Better Banking

We welcome new checking customers with email, online, and ATM communications on how to use key services and maximize account benefits. The step-by-step series includes videos and tips, such as how to set up alerts and bill pay, make a mobile deposit, and pay friends and family.

Daily Change App

Our savings app is designed to help customers start to save, or to save more consistently. Money can be securely transferred from a Wells Fargo checking account to a Wells Fargo savings account direct through the app.* Customers are presented with fun and simple steps to help manage spending, create savings, and develop healthy savings habits.

*A Wells Fargo consumer checking account, savings account, and online banking account are required to use the app. The app cannot be used with the following types of accounts: Teen CheckingSM account, time accounts, IRAs, business and brokerage accounts, and Wells Fargo EasyPay[®] Card.

My Money Map

Our online money management tools can help your employees map their own financial plan and see their finances in a new way. With one click, the tools help track their spending, budget, and savings activities – displayed in easy-to-understand charts. Transactions from Wells Fargo deposit and credit accounts are automatically updated, so you can monitor your progress and adjust as needed.

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Las Olas 350 E. Las Olas Blvd. Suite 100 Ft. Lauderdale, FL 33301	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	0.33 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Victoria Park 502 N. Federal Hwy. Ft. Lauderdale, FL 33301	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	1.19 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Andrews Avenue 1710 S. Andrews Ave. Ft. Lauderdale, FL 33316	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	1.68 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Broward Boulevard / I-95 2510 W. Broward Blvd. Suite 103 Ft. Lauderdale, FL 33312	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	2.16 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	State Road 84 1100 W. State Road 84 Ft. Lauderdale, FL 33315	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	2.91 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Galleria 2577 E. Sunrise Blvd. Ft. Lauderdale, FL 33304	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	2.32 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Wilton Manors 2525 N. Dixie Hwy. Wilton Manors, FL 3305	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	2.71 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Coral Ridge 3300 N. Federal Hwy. Ft. Lauderdale, FL 33306	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	3.69 miles

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Galt Ocean Mile 3600 N. Ocean Blvd. Ft. Lauderdale, FL 33308	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	4.55 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Executive Airport 1700 w. Commercial Blvd. Ft. Lauderdale, FL 33309	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	4.85 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Commercial 4875 N. Federal Hwy. Ft. Lauderdale, FL 33308	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	4.93 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Dania Beach 5991 Ravenswood Rd. Ft. Lauderdale, FL 33312	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	5.23 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Davie – 441 4491 S. State Road 7 Suite 100 Davie, FL 33314	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	5.49 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Cypress Creek 6400 N. Andrews Ave. Suite 100 Ft. Lauderdale, FL 33309	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	5.94 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	West Commercial 4101 W. Commercial Blvd. Tamarac, FL 33319	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	5.99 miles

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Sheridan 1600 Sheridan St. Hollywood, FL 33020	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	6.04 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Inverrary Falls 5699 w. Oakland Park Blvd. Lauderhill, FL 33313	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	6.11 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Imperial Point 6245 N. Federal Hwy. Ft. Lauderdale, FL 33308	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	6.22 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	West Broward Boulevard 50 SW 84 th Ave. Plantation, FL 33324	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	7.5 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Plantation 1191 S. University Dr. Plantation, FL 33324	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	8.1 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Sunset Strip 2300 N. University Dr. Sunrise, FL 33322	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	9.3 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Emerald Hills 4600 Sheridan St. Hollywood, FL 33021	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	9.5 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Jacaranda 1790 N. Pine Island Rd. Plantation, FL 33322	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	9.5 miles

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Nob Hill 10191 Cleary Blvd. Plantation, FL 33324	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	9.6 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Downtown Davie 4150 SW Ave. Davie, FL 33314	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	9.7 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Hollywood Hills 3325 Hollywood Blvd. Hollywood, FL 33021	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	10.1 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Presidential Circle 4100 Hollywood Blvd. Hollywood, FL 33021	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	10.6 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Pine Island Ridge 8890 W. State Rd. 84 Davie, FL 33324	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	10.8 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Young Circle Radius 1807 N. Young Cir. Hollywood, FL 33020	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	10.8 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Palm Aire 2200 W. Atlantic Blvd. Pompano Beach, FL 33069	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	10.9 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Rolling Hills 3575 University Dr. Davie, FL 33328	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	11.1 miles

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Hollywood 6600 Taft St. Hollywood, FL 33024	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	11.3 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Pembroke Park 3131 W. Hallandale Beach Blvd. Hallandale, FL 33009	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	11.6 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Lakeside Town Shops 5830 S. University Dr. Davie, FL 33328	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	12.4 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	East Atlantic Boulevard 2400 E. Atlantic Blvd. Pompano Beach, FL 33062	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	12.5 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Hallandale 1201 E. Hallandale Beach Blvd. Hallandale, FL 33009	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	13 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	North Ocean Boulevard 199 N. Ocean Blvd. Pompano Beach, FL 33062	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	13.1 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Margate 400 N. State Rd. 7 Margate, FL 33063	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	14 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Sample Road 400 E. Sample Rd. Pompano Beach, FL 33064	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	14 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	West Hollywood 6015 Washington St. Hollywood, FL 33023	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	14.2 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Deerfield Beach 1007 S. Federal Hwy. Deerfield Beach, FL 33441	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	14.4 miles

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Tamarac 7005 N. University Dr. Tamarac, FL 33321	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	14.4 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Coconut Creek 4901 Coconut Creek Pkwy. Coconut Creek, FL 33063	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	14.5 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Lighthouse Point 3550 N. Federal Hwy. Lighthouse Point, FL 33064	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	15.2 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Pembroke Pines North 702 N. University Dr. Pembroke Pines, FL 33024	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	15.8 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Sawgrass 12617 W. Sunrise Blvd. Sunrise, FL 33323	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	16.3 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Welleby Plaza 10077 W. Oakland Park Blvd. Sunrise, FL 33351	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	16.3 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Miramar 6810 Miramar Pkwy. Miramar, FL 33023	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	16.6 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Hollybrook 8900 Pines Blvd. Pembroke Pines, FL 33024	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	16.7 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Bonaventure 11 Weston Rd. Sunrise, FL 33326	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	16.8 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Deer Creek 1950 W. Hillsboro Blvd. Deerfield Beach, FL 33442	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	16.9 miles

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Embassy Lakes 2603 N. Hiatus Rd. Hollywood, FL 33026	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	17.8 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Pembroke Lakes 10480 Taft St. Pembroke Pines, FL 33026	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	17.9 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Coral Springs South 1950 N. University Dr. Coral Springs, FL 33071	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	18.3 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Hillsboro Boulevard 3668 W. Hillsboro Blvd. Deerfield Beach, FL 33442	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	18.7 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Cooper City – Flamingo 12399 Sheridan St. Hollywood, FL 33026	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	19.4 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Winston Park 5321 Lyons Rd. Coconut Creek, FL 33073	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	19.7 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Coral Springs North 3201 N. University Dr. Coral Springs, FL 33065	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	20.1 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Indian Trace 278 Indian Trace Weston, FL 33326	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	20.7 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Weston Commons 4511 Weston Rd. Weston, FL 33331	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	21 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	West Pembroke Pines 12440 Pines Blvd. Pembroke Pines, FL 33027	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	21.2 miles

Your location	Branch	Branch deposit deadline (local time)	Night deposit deadline (local time)	ATM deposit deadline (local time)	Distance
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Miramar Square 12184 Miramar Pkwy. Miramar, FL 33024	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	21.4 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Westview Plaza 9501 Westview Dr. Coral Springs, FL 33076	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Thu: 5:00 p.m. Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	23.8 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Paraiso Parc 15759 Pines Blvd. Pembroke Pines, FL 33027	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	25.2 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Silver Lakes 17199 Pines Blvd. Pembroke Pines, FL 33027	Mon-Fri: 6:00 p.m.	Mon-Fri: 6:00 p.m.	Mon-Fri: 9:00 p.m.	25.4 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Monarch Lakes 14701 Miramar Pkwy. Miramar, FL 33027	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	26.4 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Lakeview 1460 Coral Ridge Dr. Coral Springs, FL 33071	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	26.6 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Sunset Lakes 18499 Miramar Pkwy Miramar, FL 33029	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	29 miles
115 S. Andrews Ave. Ft. Lauderdale, FL 33301	Heron Bay 5902 Coral Ridge Dr. Coral Springs, FL 33076	Mon-Fri: 5:00 p.m.	Mon-Fri: 5:00 p.m.	Mon-Fri: 9:00 p.m.	30.6 miles

Philanthropy

Wells Fargo in Broward County

Home Mortgage^{1,*,2}

2014

- Wells Fargo provided 4,482 mortgage loans (total HMDA), extending \$1.0 billion in credit; of that, 930 mortgage loans were in LMI communities, providing \$135.5 million in credit and 740 mortgage loans were made to LMI borrowers, providing \$88.0 million in credit.

2015

- Wells Fargo provided 5,654 mortgage loans (total HMDA), extending \$1.4 billion in credit; of that, 1,144 mortgage loans were in LMI communities, providing \$148.0 million in credit and 629 mortgage loans were made to LMI borrowers, providing \$78.3 million in credit.

2016

- Wells Fargo provided 5,304 mortgage loans (total HMDA), extending \$2.5 billion in credit; of that, 979 mortgage loans were in LMI communities, providing \$370.6 million in credit and 624 mortgage loans were made to LMI borrowers, providing \$76.7 million in credit.

2017

- Wells Fargo provided 5,217 mortgage loans (total HMDA), extending \$1.4 billion in credit; of that, 984 mortgage loans were in LMI communities, providing \$167.4 million in credit and 639 mortgage loans were made to LMI borrowers, providing \$83.9 million in credit.

2018

- Wells Fargo provided 4,786 mortgage loans (total HMDA), extending \$1.3 billion in credit; of that, 902 mortgage loans were in LMI communities, providing \$202.0 million in credit and 548 mortgage loans were made to LMI borrowers, providing \$76.5 million in credit.

Small Business²

2014

- Wells Fargo provided 6,350 small business loans, extending \$238.5 million in credit; of that, 1,793 small business loans were in LMI communities, providing \$74.1 million in credit.

2015

- Wells Fargo provided 6,549 small business loans, extending \$232.3 million in credit; of that, 1,770 small business loans were in LMI communities, providing \$73.8 million in credit.

2016

- Wells Fargo provided 5,617 small business loans, extending \$204.8 million in credit; of that, 1,472 small business loans were in LMI communities, providing \$56.3 million in credit.

2017

- Wells Fargo provided 4,799 small business loans, extending \$191.6 million in credit; of that, 1,210 small business loans were in LMI communities, providing \$51.1 million in credit.

2018

- Wells Fargo provided 5,782 small business loans, extending \$205.2 million in credit; of that, 1,479 small business loans were in LMI communities, providing \$52.1 million in credit.

Small Farm²

2014

- Wells Fargo provided 12 small farm loans, extending \$163,500 in credit; of that, one small farm loan was in an LMI community, providing \$12,500 in credit.

2015

- Wells Fargo provided 18 small farm loans, extending \$392,950 in credit; of that, five small farm loans were in LMI communities, providing \$126,400 in credit.

2016

- Wells Fargo provided 13 small farm loans, extending \$412,200 in credit; of that, three small farm loans were in LMI communities, providing \$97,900 in credit.

2017

- Wells Fargo provided 16 small farm loans, extending \$534,502 in credit; of that, five small farm loans were in LMI communities, providing \$232,802 in credit.

2018

- Wells Fargo provided 19 small farm loans, extending \$631,199 in credit; of that, five small farm loans were in LMI communities, providing \$290,399 in credit.

Community Development^{3, 4}

2014

- Wells Fargo provided three community development loans totaling \$8.6 million.
- Wells Fargo provided 31 community development investments totaling \$627,500.
- Wells Fargo team members recorded 77 community development service activities totaling 254 hours.

2015

- Wells Fargo provided seven community development loans totaling \$37.5 million.
- Wells Fargo provided 38 community development investments totaling \$1.7 million.
- Wells Fargo team members recorded 114 community development service activities totaling 283 hours.

2016

- Wells Fargo provided 14 community development loans totaling \$58.1 million.
- Wells Fargo provided 39 community development investments totaling \$64.2 million.
- Wells Fargo team members recorded 130 community development service activities totaling 432 hours.

2017

- Wells Fargo provided two community development loans totaling \$1.1 million.
- Wells Fargo provided 39 community development investments totaling \$684,500.
- Wells Fargo team members recorded 139 community development service activities totaling 307 hours.

2018

- Wells Fargo provided seven community development loans totaling \$75.3 million.
- Wells Fargo provided 36 community development investments totaling \$46.9 million.
- Wells Fargo team members recorded 149 community development service activities totaling 373 hours.

Locations^{2,5}

2014

- Wells Fargo has 75 branch locations; of that, 26 are in LMI communities.
- Wells Fargo has 122 ATM locations; of that, 48 are in LMI communities.

2015

- Wells Fargo has 74 branch locations; of that, 25 are in LMI communities.
- Wells Fargo has 124 ATM locations; of that, 47 are in LMI communities.

2016

- Wells Fargo has 74 branch locations; of that, 25 are in LMI communities.
- Wells Fargo has 129 ATM locations; of that, 50 are in LMI communities.

2017

- Wells Fargo has 75 branch locations; of that, 24 are in LMI communities.
- Wells Fargo has 135 ATM locations; of that, 55 are in LMI communities.

2018

- Wells Fargo has 73 branch locations: of that, 24 are in LMI communities.
- Wells Fargo has 143 ATM locations; of that, 60 are in LMI communities.

¹Mortgage includes home purchase, home improvement, home refinance, and multifamily originated and purchased loans. ^{*}Equal Housing Opportunity.

²Totals include low, moderate, middle, upper and unclassified income levels. All totals in \$(000)

³Some Community Development activity cannot be tracked at the county level.

⁴Community Development activity is subject to change as updates are received.

⁵Location data as of year end

Charitable contributions

Wells Fargo is one of America's largest financial contributors to nonprofits. In 2017, we invested more than \$1 million in charitable contributions in Broward County. We have the largest workplace employee giving campaign in the U.S. for the tenth consecutive year, based on 2018 donations to United Way Worldwide.

Neighborhoodlift

We view homeownership as a pathway to financial success, a source of stability for communities, and a key driver of the U.S. economy. In collaboration with the national nonprofit NeighborWorks® America, its local affiliates, and city officials, the NeighborhoodLIFT program launched in February 2012 in the wake of the housing crisis to help communities recover.

We initially introduced the LIFT programs to help housing communities stabilize neighborhoods deeply affected by the foreclosure crisis through a commitment to home lending, homebuyer education, and homebuyer support. Today, the program has evolved to help address affordability challenges for low- and moderate-income homebuyers.

Through the LIFT programs, we have committed more than \$430 million of down payment assistance, housing counseling, and homebuyer support and education to create sustainable homeownership. The NeighborhoodLIFT program is the single largest corporate philanthropic effort of its kind in Wells Fargo's history.

In 2018, NeighborhoodLIFT expanded with a \$75 million commitment that includes special attention for military service members and veterans, teachers, law enforcement officers, firefighters, and emergency medical technicians, in recognition of the service they provide to their communities.

Diverse community capital program

The Wells Fargo Works for Small Business® Diverse Community Capital Program (DCC) takes an innovative approach to address challenges diverse small business owners face when starting or growing their business. The DCC program is a collaboration between Wells Fargo and Opportunity Finance Network (OFN), a national network of Community Development Financial Institutions (CDFIs), to respond to issues identified in a national Gallup Survey that revealed that diverse small businesses were challenged accessing the credit they needed to launch or grow their business.

The DCC program launched in 2015 with an initial, three-year, \$75 million commitment to increase capital and technical assistance available to diverse small businesses that may not qualify for conventional bank loans.

As of December 2018, Wells Fargo fulfilled its \$75 million commitment and 88 CDFIs have received DCC awards serving small businesses in 37 states. To continue and expand the program, we have pledged another \$100 million through 2020.

Team member volunteers

One of the most important contributions our team members can make is using their professional skills and knowledge to help nonprofits with business and organizational projects such as building a website, managing a large project, or training volunteers. Thousands of team members are serving on nonprofit boards; this is how we often find out about projects and organizations that need funding or other support. It's a critical part of our grassroots community-giving strategy.

Investing in our communities is a way for us to help create future economic growth and prosperity in the communities where we live and work. We invest financial capital and, more importantly, human and social capital, thanks to thousands of caring team members who are local community leaders and volunteers.

For specific information about where we give in your community, please visit <https://www.wellsfargo.com/about/charitable/>

Collateralization

Collateralization: Wells Fargo meets all applicable public funds collateralization requirements. Accounts holding public funds are labeled on our system with a public funds identifier code. Using this code, the system generates reports that are used to determine the daily collateral requirements. Our Public Funds Administration unit is responsible for monitoring deposit balances and collateral levels.

Employee perk program

My financial guide

This guide offers a variety of articles, videos, and tips to help answer your employees' financial questions and help them plan for their goals. The content is available in English and Spanish. You can visit wellsfargo.com/financial-education for more information.

Financial health microsite

This website helps your employees start or make further progress on their journey to financial security. It shows how changing “one little thing” in their spending habits can lead to a positive impact on their overall financial situation. You can visit wellsfargo.com/financial-health for more information.

Hands on banking

This free, public service offered by Wells Fargo is a non-commercial financial education program. It provides relevant and engaging content for children, young adults, adults, entrepreneurs, seniors, military service members, and veterans. The youth curriculum aligns with the Common Core State Standards Initiative. You can visit handsonbanking.org for financial education modules for each target audience. The website also offers tools and resources that may help your employees and their families make smarter financial decisions.*

*The *Hands on Banking*[®] program is a free public service provided by Wells Fargo Foundation. An account or business relationship is not required for use or access.

Additional resources for Broward county board's employees banking with us

Financial health conversations

Your employees can help improve their financial well-being and build confidence by speaking with a Wells Fargo Financial Health Banker. We offer this complimentary service Monday through Saturday, from 9:00 a.m. until 7:00 p.m. ET. The conversations are focused on helping with the following:

- Find new ways to reduce spending and build savings
- Take control of debt and pay bills with confidence
- Make credit work for you, not against you

Steps to better banking

We welcome new checking customers with email, online, and ATM communications on how to use key services and maximize account benefits. The step-by-step series includes videos and tips, such as how to set up alerts and bill pay, make a mobile deposit, and pay friends and family.

*Daily Change*SM App – Our savings app is designed to help customers start to save, or to save more consistently. Money can be securely transferred from a Wells Fargo checking account to a Wells Fargo savings account direct through the app.* Customers are presented with fun and simple steps to help manage spending, create savings, and develop healthy savings habits.

*A Wells Fargo consumer checking account, savings account, and online banking account are required to use the app. The app cannot be used with the following types of accounts: Teen CheckingSM account, time accounts, IRAs, business and brokerage accounts, and Wells Fargo EasyPay[®] Card.

My Money Map – Our online money management tools can help your employees map their own financial plan and see their finances in a new way. With one click, the tools help track their spending, budget, and savings activities – displayed in easy-to-understand charts. Transactions from Wells Fargo deposit and credit accounts are automatically updated, so you can monitor your progress and adjust as needed.

Fraud protection services

Payee match positive pay

We offer an optional payee validation solution. You'll include payee names with your check issue information. We validate payee names on all checks presented for encashment* at our teller windows and on deposited checks above the threshold dollar amount. Payee matches are paid and payee mismatches are reported through our online fraud management solution for your pay or return decision.

*If the payee is not a Wells Fargo customer, he or she will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the County has the option to pay the check cashing fee as part of your account analysis.

ACH Fraud Filter

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

You can **review** transactions and decide what to return, automatically **stop** unauthorized transactions, and **monitor** converted check entries.

Review transactions and decide what to return

With our review option, you can preauthorize ACH transactions to post to your account. We'll notify you of any that are not preauthorized. You'll review those transactions and notify us whether you want them paid or returned. When you tell us to return one, we create a reversing adjustment and return it as unauthorized.

You can request that we report:

- All ACH transactions posted to your account
- All 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

Note: 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.

Automatically stop unauthorized transactions

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

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount
- Stop and return all ACH credit or debit transactions only
- Stop and return ACH credit or debit transactions outside a predetermined dollar range
- Stop and return all ACH credit or debit transactions outside a specified date range
- Stop and return all ACH credit or debit transactions that exceed a specified maximum number of occurrences

Monitor converted check entries



Our eCheck option helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes eCheck Post and eCheck Stop options for accounts receivable check (ARC) and back office conversion (BOC), and point-of-purchase (POP) transactions.

eCheck Post

If you use this option in conjunction with our positive pay service, you have the opportunity to see unmatched items that will post to your account. Use our online banking portal to decide to pay them or return them.

If you use this option with our same-day positive pay service, we do not match the ACH converted check against your check issue records.

eCheck Stop

If you choose this option, we will automatically stop all ineligible items inadvertently converted before they post to your account.

Payment authorization

Our Payment Authorization service helps **prevent unauthorized transactions** by placing dollar limits on specific transactions and by preventing the encashment of checks by individuals at the teller line.

The County can elect to place four controls on your accounts as fraud protection measures.

Payment Authorization service	
You re in control:	
Maximum	You can establish the maximum dollar amount for non-check, over-the-counter activity at our branches (such as a change order request).
Maximum check amount†	You can establish the maximum dollar amount (of up to 10 digits) authorized for checks drawn against your account. Although the checks will post to your account, we will reverse and return any checks over that amount marked “refer to maker.”
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.
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.

Dual authorization for electronic payments

We offer dual control for electronically initiated transfers.

Internet

We require dual approval for all free-form wire origination and template creation or modification. The County can set controls to require up to four approvals. Users can't approve wires or templates they originate. Additionally, if multiple approvals are required, the same person can't perform more than one approval.

Consolidated payables transmission or upload

You can choose to require secondary approval for some or all of your wires. With this option, we won't release your transmission or upload until we receive an approval. Each approver (you can require up to three) can review, modify, approve, or delete the wires online.

Event messaging



You can set up alerts to receive notifications of specific account activity and information, without signing on to our online banking portal, by enrolling in one of our online banking services that offers alerts, and selecting the type of activity you'd like to monitor.

You can subscribe to receive alerts for the events that meet your individual business needs, so you can manage your accounts more effectively.

For example, you can choose to receive an alert when a check clears or be notified of an incoming wire in your account.

Features and benefits

- **Customizable** – You select which alerts you receive and how you receive them
- **Convenient** – You can receive alerts through email, text, or fax, or all three, without signing on to our online banking portal
- **Flexible** – You set up and update your alerts to meet your business needs, as often as you need
- **Versatile** – You can choose from more than 400 alerts, available with and without subscription

Alert notification options

You can also choose the **timing** of your alerts to receive them:

- Immediately
- Once every hour
- Once every two hours
- Once a day
- Twice a day

How it works



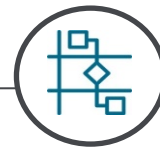
Enroll in *CEO*
Alerts service



Review the list of
eligible alerts



Subscribe to the
alerts that meet
your needs



Choose how and
when you want to
receive your alerts



Activate your
preferences

Perfect Receivables

With our *Perfect Receivables*® service, the County can help ensure accurate transaction reconciliation and prevent fraud.

How it works



With our service, you'll assign each transaction originator or sender a unique 17-digit Wells Fargo Payment Identification Code (WPIC). The first four digits of the WPIC identify your Wells Fargo account. The last 13 digits of the code are unique to the remitter. The unique WPIC allows you to reconcile transactions more efficiently. Our service is available for both incoming wire transfers and ACH debit and credit transactions.

How you'll benefit

Our service offers the County the benefits described in the following paragraphs.

Improve cash flow and reduce exceptions

Because each WPIC is specific to the sender, you can **reconcile payments more efficiently**. The use of WPICs provides an immediate reduction in the time your staff needs to spend working on payment reconciliation exceptions.

Automate your receivables posting process

With our service, you'll receive one Nacha-formatted file that includes detailed information for all of your incoming ACH transactions. You can use this file to **automatically update your internal systems**. We'll provide the unique remitter number, the dollar amount, and all associated transaction details in your file.

Consolidate ACH settlement

If you have a high volume of ACH transactions posting to your account, we can help **simplify your reconciliation process** by posting one consolidated entry for all credits and one for all debits.

Help prevent fraud



Using a WPIC as a proxy account number **helps shield your actual account number** from use in fraudulent transactions. For example, fraudsters cannot use a WPIC to withdraw funds from your account by check or drawdown wire request.

Efficiently
reconcile
payments

Automatically
update systems

Simplify
reconciliation

Implementation plan

Training

Because the services we offer are so intuitive to use, on-site training is usually not needed. Most of our services offer features that are available through our *Commercial Electronic Office*® (CEO®) portal; there is no charge for training on these features.

Training on our online banking portal is available to the County during all phases of your implementation, including during your decision-making process, and ongoing throughout your relationship with Wells Fargo.

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

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

Webinars are instructor-led; your staff will dial in to a conference call and follow an interactive online presentation.

Attendees can ask questions of the instructor, find solutions to their specific issues, and chat with other users.

During the setup of new services, your implementation consultant will put you in touch with our technical experts whenever you need them.

While we provide our training tools online, after your implementation is complete, your dedicated client services officer, Kenney Brown, will always be available to help your staff with questions about your new banking services. Our Technical Support Group is available to assist with technical issues that Kenney may not be able to resolve.

Qualifications and relevant experience

Stephen Lenehan

Relationship Manager
450 S. Australian Ave.
Seventh Fl.
West Palm Beach, FL 33401
Phone: 561-650-2364
Cell: 954-541-0921
stephen.lenehan@wellsfargo.com

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

Stephen has worked in banking since 2002 and in Government Banking since 2008. He began working for Wells Fargo in 2017 and has been a relationship manager since supporting the Florida government market since 2010. Stephen is active in government and the local community. He has presented at several government association conferences and he is an active board member of Junior Achievements of the Palm Beaches and Treasure Coast.

Stephen received his business degree in accounting from Catawba College.

Jackie Kobialko

Treasury Management Consultant
350 E. Las Olas Blvd.
18th Fl.
Fort Lauderdale, FL 33301
954-712-3627 office
954-654-1645 mobile
jacqueline.kobialko@wellsfargo.com

Jackie will support the County as the primary contact for treasury management services. She shares best practices and product and service information to guide you in developing your treasury management program.

She has been with Wells Fargo for 14 years, with 12 of those years dedicated to government and institutional treasury management. Collectively, she brings more than 35 years of business experience, including 25 years of government related financial industry experience.

She is an active member of the Florida Government Finance Officers Association (GFOA), South Florida GFOA, Palm Beach County GFOA, and Treasure Coast GFOA.

Jackie currently serves as the treasury management consultant to numerous government entities throughout the State of Florida several of which are similar in size and scope to the County.

Michael Neave

Treasury Management Analyst

1 Independent Dr.

Eighth Fl.

Jacksonville, FL 32202

Phone: 904-351-7169

Fax: 877-302-7967

michael.neave@wellsfargo.com

Michael supports your treasury management consultant, Jackie. He works with you to begin new service implementations and can assist with treasury management questions when Jackie is unavailable.

Michael has been a treasury management analyst since 2016.

He graduated from the University of Florida with a bachelor's degree in English.

Karmen Stewart

Relationship Associate

1 Independent Dr.

Eighth Fl.

Jacksonville, FL 32202

Phone: 305-329-6980

Fax: 877-401-4880

karmen.stewart@wellsfargo.com

Karmen supports your relationship manager, Stephen Lenehan, and helps to enhance your customer service experience. She serves as your liaison with other areas of the bank. She also assists with questions related to account analysis statements and overdrafts, opening and closing accounts, and updating signers.

Karmen is an officer and a Relationship Associate II in Wells Fargo's Government and Institutional Banking group, serving the South Florida market. She joined the bank in August of 1998 in Commercial Customer Service.

Karmen has been a relationship associate since 2012.

She received her B.A. from the University of North Florida.

Kenneth R. Brown

Dedicated Client Services Officer

10401 Deerwood Park Blvd., Bldg. 1

Third Fl.

Jacksonville, FL 32256

904-634-6395 phone

877-563-7109 fax

kenneth.brown5@wellsfargo.com

Kenney works with you to resolve any issues and provides answers to all of your questions. He is familiar with how the County manages the day-to-day operations and will continue to serve the County.

Vendor questionnaire form

Additional information

3. Federal Employer I.D. no. (FEIN):

The Wells Fargo & Company FEIN is IRS#41-0449260.

4. Dun and Bradstreet No.:

The Wells Fargo & Company Dun and Bradstreet number is 00-696-2435.

14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.

Wells Fargo Bank, N.A. has not been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any state or federal authority, within the past five years.

During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales> (the "2016 Settlement"). Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily suspended or removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services. However, there have been no actions that would materially impair Wells Fargo's ability as of this date to conduct its business or meet its obligations under the transaction to which this RFP relates.

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.

Wells Fargo Bank, N.A. has not been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any state or federal authority, within the past five years.

During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales> (the "2016 Settlement"). Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily suspended or removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services. However, there have been no actions that would materially impair Wells Fargo's ability as of this date to conduct its business or meet its obligations under the transaction to which this RFP relates.

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

No Events No Name History

Detail by Entity Name

Designation of Agent
WELLS FARGO BANK, N.A.

Filing Information

Document Number	Q9500000097
FEI/EIN Number	94-1347393
Date Filed	07/25/1995
State	DC
Status	ACTIVE

Principal Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Mailing Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/07/2000

Address Changed: 09/07/2000

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

[09/07/2000 -- Reg. Agent Change](#)

[07/25/1995 -- DOCUMENTS PRIOR TO 1997](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

No Events No Name History

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118504P1 - Master Banking Services (Lockbox Services)
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
ABILITY OF PROFESSIONAL PERSONNEL (MAXIMUM POINTS 5) REFER TO QUESTION 1	
1. Describe the qualifications and relevant experience of the Lockbox Provider and all key staff that are intended to be assigned to this project. Include resumes for all key staff described. <u>Points Value: 5</u>	
FIRM'S APPROACH (MAXIMUM POINTS 50) REFER QUESTIONS 2 - 9	
2. Describe your lockbox services in detail, including confirmation that your firm can provide the services listed in Scope of Services Lockbox Payment Services. Provide descriptions for all services including each lockbox type (i.e., wholetail and retail) and list any exceptions taken to the Scope of Services. <u>Points Value: 10</u>	
3. Describe your implementation plan for all of the requested services, including each lockbox type (i.e. wholetail and retail) in the Scope of Services Lockbox Payment Services including implementation timetables, testing requirements, file specifications, and integration strategy with agency collection systems. Include any availability and details for integration with available real time lookup (RTL) connectivity to backoffice collection systems. <u>Points Value: 10</u>	

<p>4. Provide samples of the following:</p> <ul style="list-style-type: none"> i. Examples of document images, coupons, checks and other scanned documents ii. Screen shot/example of online decisioning system and other online lockbox tools used iii. Sample copy of any reports available <p><u>Points Value: 5</u></p>	
<p>5. Provide sample workflow diagrams and descriptions for each lockbox type provided (i.e. whole retail, retail).</p> <p><u>Points Value: 5</u></p>	
<p>6. Provide a detailed listing of equipment used in your facilities, including equipment make/model/age and the capacities of each.</p> <p><u>Points Value: 5</u></p>	
<p>7. Describe your approach to providing a local (Broward County) remittance address for payment acceptance. Include the workflow of the remittance process and any float times in the payment process.</p> <p><u>Points Value: 5</u></p>	
<p>8. Describe your proposal for accepting current year Ad Valorem tax payments (whole retail service), as well as your proposal for accepting utility service payments (retail service).</p> <p><u>Points Value: 5</u></p>	
<p>9. Provide information on system and operational backup and disaster recovery plans as well as the Recovery Time Objective (RTO) for your operations</p> <p><u>Points Value: 5</u></p>	
<p>PAST PERFORMANCE (MAXIMUM POINTS 20)</p> <p>REFER TO QUESTIONS 10 - 11</p>	

<p>10. List and describe experience in providing lockbox services to public entities of similar size to Broward County that you have done business with over the last five (5) years which are currently utilizing wholetail and retail lockbox services. Describe the backoffice billing, collection and/or financial systems used and integrated with in these implementations.</p> <p>Vendor should provide three (3) references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <p>Points Value: 5</p>	
<p>11. Lockbox Processing Facility Location: List the address(es) of and describe the location(s) and capabilities of your Lockbox Processing Facilities.</p> <p>A Vendor with a Lockbox Processing Facility in Broward County will receive ten (10) points</p> <p>A Vendor who does not have a Lockbox Processing Facility in Broward County, but has a facility within the Tri-County (Miami-Dade or Palm Beach) area will receive eight (8) points</p> <p>A Vendor who does not have a Lockbox Processing Facility in Broward County or the Tri-County (Miami-Dade or Palm Beach) area, but has a facility within the State of Florida will receive five (5) points</p> <p>A Vendor who does not have a Lockbox Processing Facility in Broward County, the Tri-County (Miami-Dade or Palm Beach) or within the State of Florida area will receive zero (0) points</p> <p>Points Value: 15</p>	
<p>LOCATION (MAXIMUM POINTS 5)</p> <p>REFER TO QUESTION 12</p>	

<p>12. Refer to Vendor's Business Location Attestation Form and submit as instructed.</p> <p>A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five (5) points; a Vendor not meeting all of the local business requirements will receive zero (0) points.</p> <p>The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three (3) points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two (2) points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one (1) point.</p> <p><u>Points Value: 5</u></p>	
<p>PRICING (MAXIMUM POINTS 20)</p> <p>REFER TO QUESTION 13</p>	
<p>13. Submit your pricing in the Item Response Form in BidSync.*</p> <p>*Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price/Proposer's Price) x Points for Price = Price Score</p> <p><i>Prices may be negotiated in the best interest of the County after the scoring is completed.</i></p> <p><u>Points Value: 20</u></p>	<p>Please submit price information into BidSync.</p>
<p>TOTAL MAXIMUM POINTS 100</p>	

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118504P1
Title :		Master Banking Services (Lockbox Services)
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	

	If Corporation, Specify the State of Incorporation	
	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	Yes No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	Yes No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%.	Click response	Yes No N/A
	If Yes, provide detailed response	

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

- 1. Vendor's Quality of Service
a. Responsive
b. Accuracy
c. Deliverables
2. Vendor's Organization:
a. Staff expertise
b. Professionalism
c. Turnover
3. Timeliness of:
a. Project
b. Deliverables
4. Project completed within budget
5. Cooperation with:
a. Your Firm
b. Subcontractor(s)/Subconsultant(s)
c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: Division: Date:

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Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

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Vendor Reference Verification Form

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Date Services Provided:

Project Amount:

to

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Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: Division: Date:

Implementation schedule and transmission options

Customized plan and dedicated representation

We approach implementations as a partnership, and your relationship team stays engaged with you throughout your implementation — and ongoing through our relationship. We design our process with your organization in mind, and customize a plan to put your business needs first.

We understand the implementation phase of your project is one of the most important; it's critical for helping to ensure the service will operate correctly and your staff has confidence in it from the first day.

The implementation consultant we assign is your primary contact throughout the entire implementation process. This person serves as the liaison between your organization and the implementation team members in our technical and operational areas. Having one point of contact makes it easier for your staff because they know whom to contact with any questions.

As part of the implementation process, your implementation consultant provides you with all necessary documentation and works with you to customize a training program that shortens the learning curve.

Training

Additionally, we offer several instructor-led and recorded training sessions for using many of our online banking portal services, including online administration, online information reporting, and lockbox services. This approach helps to ensure your staff is adequately trained as soon as our service goes into production.

Your implementation will include:

- A dedicated implementation representation from beginning to end

- A customized implementation plan based on specific size, scope, and complexity of the lockbox

Your assigned implementation consultant works with internal bank partners and your staff to define and document requirements and determine our approach.

Implementation team members will meet with the County; together, we'll discuss and document presumptions, issues, and questions both parties have, and follow up with further meetings. We'll determine timelines for wholesale lockbox and related products and the responsibilities involved in meeting deadlines.

Transmission Testing

If your lockbox solution includes transmissions, we'll build a transmission file and complete related tasks. The County will provide invoices, if applicable, to us and will participate in the testing of the output file. We'll then build your services on the product platforms.*

*We require your agreement to move any transmission services into the production environment.

Integration

We can transmit your files in a variety of formats that can be imported into your ERP platform, treasury workstation, or system of record.

Many of our customers currently receive remittance output files, and we have an existing interface.

We can transmit your files in BAI V2 and EDI layouts. We can also customize our service to transmit in many non-standard formats.

Real-Time

Our nationwide, image-enabled lockbox network offers the benefits in the following paragraphs.

You can meet earlier deposit deadlines and benefit from improved cash forecasting and funds availability by directing your remittances to our wholetail lockbox network for processing.

You can track and manage your cash flow more effectively with our consolidated lockbox summary and detail reports.

You can receive a direct transmission of your remittance detail for the automated updating of your accounts receivable system. We build the transmissions to your format specifications.

Concentrating funds enables you to more effectively meet accounts payable requirements, reduce debt, and make investment decisions. You can improve credit management with the faster release of credit holds and orders through real-time, online information available to authorized users in multiple offices and departments.

Schedule

We provide a sample schedule for wholetail lockbox in the following table. While it shows some crucial tasks, it is not comprehensive; after we meet with you to discuss your needs, we will customize it.

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

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

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

File Specifications

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

Prior to implementation of your lockbox services, we'll work with you to determine the best transmission option for the County.

Please see the following page for the implementation schedule and transmission options.

Sample implementation schedule

Wholetail Lockbox		
Approximate timeframe	Wells Fargo actions	Your action
40-day lead time*	<ul style="list-style-type: none"> ▪ Review and confirm services ▪ Perform coupon and envelope testing ▪ Provide results of coupon and envelope testing ▪ Provide lockbox number and live date ▪ Coordinate training ▪ Finalize setup 	<ul style="list-style-type: none"> ▪ Review and confirm services ▪ Provide 50 – 100 samples of remittance coupons and envelopes ▪ Complete training
<p>*The implementation lead time represents the length of time it takes to make the service available to the County once the implementation consultant gathers all the necessary information from you and any internal sources.</p>		
Wholetail Lockbox with transmission		
Approximate timeframe	Wells Fargo actions	Your action
40-day lead time*	<ul style="list-style-type: none"> ▪ Review and confirm services; complete setup form ▪ Provide file layout specifications ▪ Issue transmission ID ▪ Perform coupon and envelope testing ▪ Provide results of coupon and envelope testing ▪ Perform transmission testing ▪ Provide lockbox number and live date ▪ Move transmission ID into production† ▪ Finalize setup ▪ Coordinate training 	<ul style="list-style-type: none"> ▪ Review and confirm services; complete setup form ▪ Provide 50 – 100 samples of remittance coupons and envelopes ▪ Perform transmission testing ▪ Complete training
<p>*The implementation time can be longer, depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.</p> <p>†The County agreement is required to move any transmission services into the production environment.</p>		

Transmission options

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

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

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

Payment acceptance

Validation methods

We use general programming edits, along with those you specify during implementation, to help ensure that we properly capture your data. Edits can include the following:

- Payment amount
- Account number digits or length
- Prefix
- Data from tables

If you require payment amounts to match the amount on the coupon, we'll verify the amounts. We pass any items that the system identifies as potential mismatches to an operator for manual input. We then present the items into the system again for validation, rejecting any items that we can't validate.

If you don't require payment amounts to match the amount on the coupon, we'll process the payment as is and make note of any mismatches.

Once we reconcile the payments, the system loads data and images to output files, formats the file to your specifications, and transmits the files to you.

To help ensure the accuracy of transmitted data, we reconcile the amount of the deposit and the number of items deposited against the amount and number of items in the transmission. If these values do not match, we research and correct the problem.

Float

Our item processing department assigns availability based on several factors including:

- Lockbox location
- Time of day we process your deposit
- Endpoint of each deposited item

We offer optimum availability by applying advanced technology to our check clearing process.

Qualifications and relevant experience

Stephen Lenehan

Relationship Manager
450 S. Australian Ave.
Seventh Fl.
West Palm Beach, FL 33401
Phone: 561-650-2364
Cell: 954-541-0921
stephen.lenehan@wellsfargo.com

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

Stephen has worked in banking since 2002 and in Government Banking since 2008. He began working for Wells Fargo in 2017 and has been a relationship manager since supporting the Florida government market since 2010. Stephen is active in government and the local community. He has presented at several government association conferences and he is an active board member of Junior Achievements of the Palm Beaches and Treasure Coast.

Stephen received his business degree in accounting from Catawba College.

Jackie Kobialko

Treasury Management Consultant
350 E. Las Olas Blvd.
18th Fl.
Fort Lauderdale, FL 33301
954-712-3627 office
954-654-1645 mobile
jacqueline.kobialko@wellsfargo.com

Jackie will support the County as the primary contact for treasury management services. She shares best practices and product and service information to guide you in developing your treasury management program.

She has been with Wells Fargo for 14 years, with 12 of those years dedicated to government and institutional treasury management. Collectively, she brings more than 35 years of business experience, including 25 years of government related financial industry experience.

She is an active member of the Florida Government Finance Officers Association (GFOA), South Florida GFOA, Palm Beach County GFOA, and Treasure Coast GFOA.

Jackie currently serves as the treasury management consultant to numerous government entities throughout the State of Florida several of which are similar in size and scope to the County.

Michael Neave

Treasury Management Analyst

1 Independent Dr.

Eighth Fl.

Jacksonville, FL 32202

Phone: 904-351-7169

Fax: 877-302-7967

michael.neave@wellsfargo.com

Michael supports your treasury management consultant, Jackie. He works with you to begin new service implementations and can assist with treasury management questions when Jackie is unavailable.

Michael has been a treasury management analyst since 2016.

He graduated from the University of Florida with a bachelor's degree in English.

Karmen Stewart

Relationship Associate

1 Independent Dr.

Eighth Fl.

Jacksonville, FL 32202

Phone: 305-329-6980

Fax: 877-401-4880

karmen.stewart@wellsfargo.com

Karmen supports your relationship manager, Stephen Lenehan, and helps to enhance your customer service experience. She serves as your liaison with other areas of the bank. She also assists with questions related to account analysis statements and overdrafts, opening and closing accounts, and updating signers.

Karmen is an officer and a Relationship Associate II in Wells Fargo's Government and Institutional Banking group, serving the South Florida market. She joined the bank in August of 1998 in Commercial Customer Service.

Karmen has been a relationship associate since 2012.

She received her B.A. from the University of North Florida.

Kenneth R. Brown

Dedicated Client Services Officer

10401 Deerwood Park Blvd., Bldg. 1

Third Fl.

Jacksonville, FL 32256

904-634-6395 phone

877-563-7109 fax

kenneth.brown5@wellsfargo.com

Kenney works with you to resolve any issues and provides answers to all of your questions. He is familiar with how the County manages the day-to-day operations and will continue to serve the County.

4i. Samples

Online decisioning

When you use our online decisioning tool, you can submit additional processing information for payments that we would normally return. Examples include checks we receive without an optical character recognition (OCR) document and checks we receive without customer account information. We present images of each payment to you and give you the following options:

- Accept the payment and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data)
- Reject the payment and have us mail it to you

Accounts receivable match

We can accept a read-only copy of your accounts receivable information and use it to research payments that have missing information. To help ensure that we have the most current information, you would need to send us a daily accounts receivable file.

Transaction search

In our image system, we separate items into different categories, so you'll spend less time searching for them. Examples include:

- Correspondence only
- Multiple checks
- Credit card

Reports

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

Online

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

We can report lockbox deposits separately. Our Lockbox Detail and Lockbox Availability reports provide you with same-day lockbox deposit totals, transaction detail, and funds availability information. They are available to you approximately two hours after your deposit cutoff time, through our online information reporting system.

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

Transmission

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

Data exchange

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

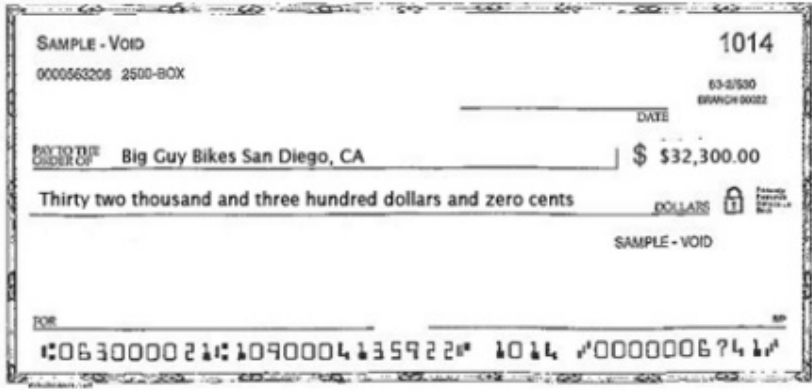
*U.S. financial institutions only.

Mobile

Our mobile service helps you monitor accounts through your smartphone. When you sign on, it's easy to access mobile versions of several intraday and previous day reports including the Lockbox Availability report that shows the totals for your lockbox deposits, and detailed information about transactions.

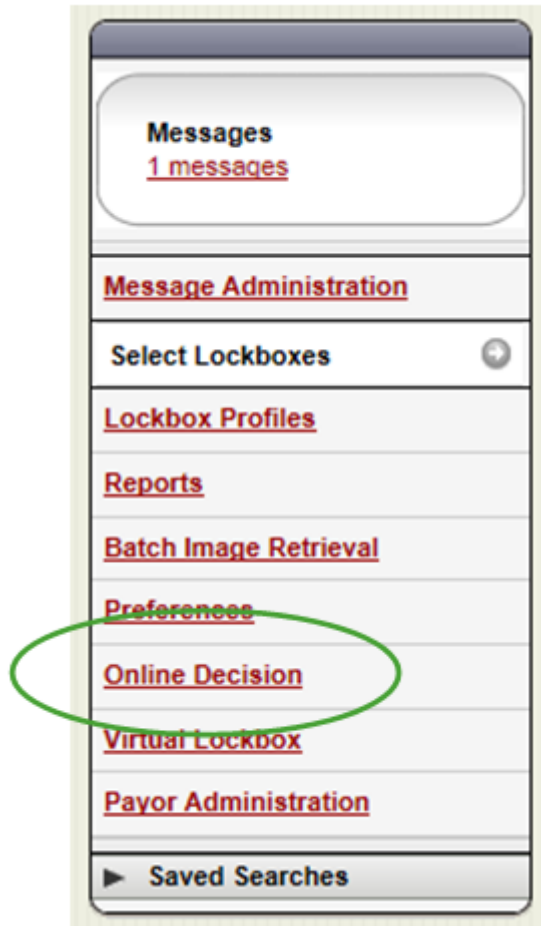
Please see examples on the following pages.

4ii. Check image

Transaction Details			
Transaction Type:	Regular	Transaction Total:	\$32,300.00
Batch Number:	104	Deposit Date:	01/01/20XX
Mark As Reviewed		Add Note	
Lockbox			
Lockbox Name	Number	Site	Deposit Account Number
Acme Metal	10001	PHX	1111111111
Images			
Image 1			
			
Adjust Image View Back			

Lockbox Online Decision module

Users access **Exceptions Requiring Review** by first selecting the lockbox they want to view



Wells Fargo Image Lockbox Menu

Wells Fargo Lockbox Online Decision

You are logged on as USER@COMPANY.COM

To access your authorized receivables / lockbox data, select a lockbox to the right

SFO-044209	WLI, VLBX, GTM	San Francisco
LOS-044204	IWLI, GTM	Los Angeles
LOS-044205	IWLI, OLD, VLBX	Los Angeles
LOS-044208	IWLI, OLD, VLBX	Los Angeles

Lockbox Online Decision module

The **Online Decision Transaction Exceptions Requiring Review** page displays the Exception Summary

Current Time XX:XX (PDT)

<u>Env Num</u>	<u>Transaction</u>	<u>Done Deadline</u> ▲	<u>Reported Amount</u> ▲	<u>Exception</u>	<u>User</u>
1	Y-XXX1170	XX:XX	\$ 22.50	Unbalanced/Missing Field	ANN WELLS Release
1	Y-XXX0191	XX:XX	\$ 125.00	Unbalanced	ANN WELLS Release
1	Y-XXX1171	XX:XX	\$ 5,000.00	Unbalanced	ANN WELLS Release

Number of rows: 3

Lockbox reporting

WELLS FARGO Lockbox

Messages
1 messages

Message Administration

Select Lockboxes

Lockbox Profiles

Reports

Batch Image Retrieval

Preferences

Online Decision

Virtual Lockbox

Payor Administration

► Saved Searches

- Online reports provide you with **same-day** lockbox deposit totals, transaction detail, and funds availability information
- Reports available approximately **two hours** after your deposit cutoff time

WELLS FARGO 06/13/20XX XX:XX PM ET
CUSTOMER ID: WELLS01
OPERATOR ID: ALPHAPI

LAMBDA GROUP
Lockbox Detail Report
As of 06/13/20XX

Commercial Electronic Office® Treasury Information Reporting

Note: Intraday information subject to change

06/13/20XX XX:XX PM EST
Customer ID: WELLS01
Operator ID: ALPHAPI

Currency: USD
Bank: XXXXX1111
Account: XXXXXX4444

Alpha Beta Bank, N.A.
ALPHA GAMMA, LTD

Lockbox: Charlott / 40004

Transaction ID: 00000

Bank ID	Account #	Check #	Check Amount
XXXXX0243	XXX-XX4533	XXXXXX6113	000,000,000.00

Invoices

Customer Number	Invoice Amount	Invoice Date
60052	000,000,000.00	11/30/20XX

Transaction ID: 00001

Bank ID	Account #	Check #	Check Amount
XXXXX1111	XXX-XX3456	12345	000,000,000.00



Lockbox Availability Report

As of 10/17/20XX
 CUSTOMER ID: ABCD1234
 OPERATOR ID: DEMO123

WIDGETS, INC.
 10/17/20XX05:23 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD
 Bank: 000000000
 Account: 4000500009(OR)

WELLS FARGO BANK, N.A.
 Widgets, Inc.

Availability Information for Lockbox 40004

	Deposit Amount	Item Count	Immediate	One Day Float	Two+ Day Float
	77,285.11	5	.00	75,042.12	2,242.99
Totals:	77,285.11	5	.00	75,042.12	2,242.99

Availability Information for Lockbox 200001

	Deposit Amount	Item Count	Immediate	One Day Float	Two+ Day Float
	708,888.00	11	.00	708,888.00	.00
Totals:	708,888.00	11	.00	708,888.00	.00

Availability Information for Lockbox 4000005

	Deposit Amount	Item Count	Immediate	One Day Float	Two+ Day Float
	325,193.76	10	15,403.40	309,790.36	.00
Totals:	325,193.76	10	15,403.40	309,790.36	.00

Totals for Account 4000500009

	1,111,366.87	26	15,403.40	1,093,720.48	2,242.99
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Lockbox services

The following is the post office pickup schedule for the Orlando site; however, we would be happy to continue picking up the mail in Pompano and delivering it to the Orlando lockbox site each day as we do today, as well as picking up and transporting the Tax Collection lockbox from the Hollywood post office.

Post office pickup schedule

Orlando

Weekdays – 1:00 a.m. and 6:00 a.m., 4:00 p.m., and 10:00 p.m.

Saturday – 1:00 a.m., 3:00 p.m., and 10:00 p.m.

Sunday – 1:00 p.m., 3:00 p.m., and 10:00 p.m.

Deposit Deadlines

You can continue to choose the time that best meets your internal balance reporting or transmission requirements.

We include payments received after your established deadline (including any payments processed during the weekend or on a holiday), in the following business day's work.

Orlando, Florida – 8:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., and 5:00 p.m.

Image Options

When you use our image service, you'll have less paper to store and access to the information you need to research and apply payments without the hassle of storing paper documents. You can view images of all lockbox documents, including checks, remittance documents, and correspondence. Internet, transmission, and DVD delivery options are available.

Online

Your images are available within two hours of your deposit deadline. As a standard, we archive images for seven years. However, we do offer shorter retention periods (90 days, one year, or two years) to customers who don't have a business need to access images for seven years.

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

Transmission File

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

Intraday – A separate image file for each batch of work we process is available within two hours of your deposit cutoff in either a zip or a PDF file.

Next day – A consolidated zip file containing all of your images from the previous day is available by 7:00 a.m. ET the following business day.

We support three standard image transmission file formats.

Please see the attached Image File Import Lockbox reference guide.

Disk Delivery

You can choose to receive your images on a CD-ROM or DVD on a regular (monthly, semi-monthly, or weekly) basis.

The Image File Import service

Reference Guide for Lockbox Items



Table of contents

3	About the Image File Import Lockbox service
3	About this guide
3	Image File Import service overview
4	Batch-by-batch vs. consolidated files
5	Requirements
5	Downloading your files
5	File availability
5	Image types
6	File naming conventions
6	Batch-by-batch files
8	Consolidated files
9	Batch-by-batch files
9	Overview
9	File records
9	Important points regarding invoices
10	Basic format features
10	Sample zip file
11	Specification table key
12	Batch-by-batch transaction data record specification
15	Sample transaction data files
15	Add records
16	Change records
17	Delete record
18	Consolidated files
18	Overview
18	Basic format features
18	Sample zip files
18	Short name option
19	Long name option
19	Null file
19	Specification table key
20	Transaction data file record specification
22	Sample transaction data file
24	VAK file record specification
25	Sample VAK file
26	PDF files
26	Batch summary
27	Transaction data and images
28	Delete messages

About the Image File Import Lockbox service

About this guide

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

Image File Import service overview

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

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

You can receive your images and data the following ways:

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

Batch-by-batch vs. consolidated files

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

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

The following table lists the features of each option.

Feature	Batch by batch	Consolidated
File type*	<ul style="list-style-type: none"> • Zip or PDF. • Zip files include a transaction data file and image files. • Zip files are pipe-delimited. 	<ul style="list-style-type: none"> • Zip only. • Zip files include a transaction data file, value-added keying (VAK) file, and image files. • Zip files are fixed-length, space-delimited.
File availability	Same-day, usually within two hours after deposit processing.	By 7:00 a.m. Eastern Time the day after deposit processing.
Value-added keying (VAK) fields**	<ul style="list-style-type: none"> • Four standard fields (invoice amount, invoice number, remitter name, and check date) and one custom field. • Included in transaction data file. 	<ul style="list-style-type: none"> • Up to 99 custom fields. • Included in a separate VAK file (fields.dat). The fields.dat file is not included if there is no VAK data for the items in the associated transaction data file.
Multi-page TIFF images	Not available.	Available if image type is black-and-white TIFF.
Multiple lockboxes per file	Not available.	Available if image type is black-and-white TIFF.
Image file naming	No options available.	<p>Image file names can be short or long. Long file names include the deposit date and lockbox number in the file name, and all files are extracted to the same location.</p> <p>Short file names do not include the deposit date and lockbox number in the file name and can be extracted into separate subfolders by date and lockbox.</p>
Compatible with <i>WellsImage</i> [®] Viewer software	Zip — yes. PDF — no.	No.

* Although batch-by-batch and consolidated can both be delivered as zip files, they are two different file layouts. The batch-by-batch format is described on [page 9](#), and the consolidated format is described on [page 18](#).

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

Requirements

Using the Image File Import service requires the following:

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

For batch-by-batch files delivered as zip files, you can use *WellsImage Viewer* software from Wells Fargo to archive, search, and display your transaction data and images. Contact your Wells Fargo representative for information about *WellsImage Viewer*.

- If you receive your images and data in PDF files, use Adobe Acrobat to open PDF files.

Downloading your files

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

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

File availability

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

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

Image types

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

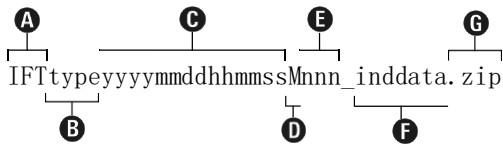
- Black-and-white TIFF
- Color JPEG

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

File naming conventions

Batch-by-batch files

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



- A** Always **IFT** For Image File Import files.

- B** Will be one of the following to indicate the type of items in the file.
 - SLBW** Regularly scheduled lockbox items file.
This file includes new items only, and the action field is **A** (add) for all records in the transaction data file. For information about the action field, see [page 12](#).
 - ALBW** Specially requested (ad-hoc) lockbox items file.
This file includes new items only, and the action field is **A** (add) for all records in the transaction data file. For information about the action field, see [page 12](#).
 - RLBW** Re-sent lockbox items file.
This file is used to replace or delete a previously sent batch. If replacing a batch, the action field is **C** (change) for all records in the transaction data file. If deleting a batch, the transaction file includes one record with the action field set to **D** (delete). For information about the action field, see [page 12](#).

- C** File creation date and time.

- D** Indicates the type of file. Always **M**.

- E** Three-digit identifier used to ensure unique file names.

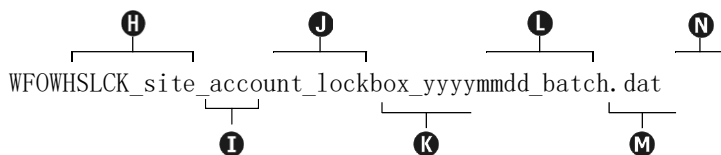
- F** Independent data. For zip files, this is the batch number.

- G** File name extension. Always **.ZIP**.

The following is an example of a zip file name:

IFTSLBW20130415080153M001_1.ZIP

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



- H** Always **WFOVHSLCK** for lockbox data files.

- I** Site ID associated with the Lockbox Operations Center.

- J** Account number for the Wells Fargo account you use to deposit the items.

- K** Lockbox number.

- L** Processing date.

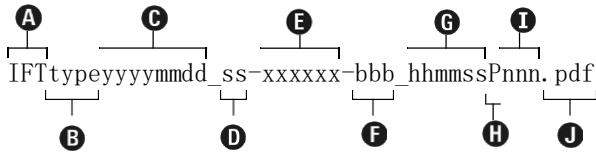
- M** System-generated batch number assigned to a group of transactions.

- N** File name extension. Always **.dat**.

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

WFOWHSLCK_SF_4XXX999999_1234_20130415_1.dat

PDF files use the following naming convention.



-
- A** Always **IFT** for ImageFile Import files.

 - B** Will be one of the following to indicate the type of items in the file.
 - SLBW** Regularly scheduled lockbox items file.
 - ALBW** Specially requested (ad-hoc) lockbox items file.
 - RLBW** Re-sent lockbox items file.

 - C** File creation date.

 - D** Site ID associated with the Lockbox Operations Center.

 - E** Lockbox number.

 - F** System-generated batch number.

 - G** File creation time.

 - H** Indicates the type of file. Always **P**.

 - I** Three-digit identifier used to ensure unique file names.

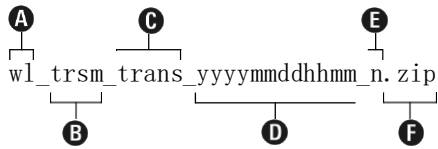
 - J** File name extension. Always **.pdf**.

The following is an example of a PDF file name:

IFTSLBW20130415_SF-1234-1_080153P123.pdf

Consolidated files

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



-
- A** Always `wl`.

 - B** Always `trsm`.

 - C** Transmission ID. Usually the lockbox number or lockbox group name.

 - D** File creation date and time.

 - E** Transmission file ID. May not be included, depending on your setup.

 - F** File name extension. Always `.zip`.

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

`wl_trsm_987654_201309281117_1.zip`

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

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

Batch-by-batch files

Overview

This section describes the transaction data files included within a zip file using the batch-by-batch option. With the batch-by-batch option, you can also receive data in PDF format as described in [PDF files on page 26](#).

File records

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

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

As shown in the sample file on page [15](#), transactions can include various combinations of these records.

Important points regarding invoices

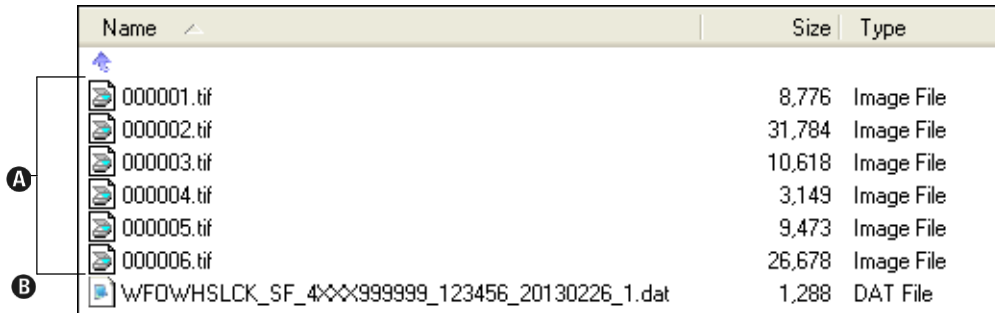
- Invoice records contain invoice data only. Invoice records do not include pointers to invoice images.
- Invoice images are only provided if a copy of the invoice is included with the check.
- If a copy of an invoice is included with the check, it is considered a white paper item, and the pointer to the invoice image is included in a white paper record.
- White paper records do not include a field to identify the type of item referenced in the record. In particular, you can't use the data in a white paper record to determine if the record references an invoice image.
- If there are multiple white paper records for a transaction, they are not included in any particular order. The white paper record for the invoice image is not necessarily the first white paper record.

Basic format features

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

Sample zip file

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



Name	Size	Type
000001.tif	8,776	Image File
000002.tif	31,784	Image File
000003.tif	10,618	Image File
000004.tif	3,149	Image File
000005.tif	9,473	Image File
000006.tif	26,678	Image File
wFOWHSLCK_SF_4..._1.dat	1,288	DAT File

A Image files.

B Transaction data file.

Specification table key

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

Batch-by-batch transaction data record specification

No	Field	Max	Data type	Chk	Inv	Wht	Description
1	Action	1	A	R	R	R	<p>A Add (new record).</p> <p>C Change. A change record is generated when a batch is updated at the lockbox site (for example, when a check is missed and then included with the updated batch). If this occurs, delete all records from the original batch. The batch with the C action code replaces the original batch.</p> <p>D Delete a previously sent batch. If this occurs, delete all records in the specified batch.</p> <p>Files do not include records with multiple types of action codes. For example, a file with an add record won't include any change or delete records. If a file includes a delete record, that is the only record in the file.</p> <p>The type portion of the corresponding zip file name indicates the value for this field.</p> <ul style="list-style-type: none"> • If the type portion of the zip file name is SLBW or ALBW, this field is A for all records in the transaction data file. • If the type portion of the zip file name is RLBW, this field is C or D for all records in the transaction data file. <p>For a description of the zip file name, see page 6.</p>
2	Deposit date	8	D	R	R	R	Deposit date in YYYYMMDD format.
3	Lockbox no	7	A	R	R	R	Lockbox number associated with the transaction.
4	Site ID	3	A	R	R	R	<p>Code associated with the Lockbox Operations Center.</p> <p>PH Phoenix, AZ SF Fremont, CA LA Los Angeles, CA DV Denver, CO MCO Orlando, FL ATL Atlanta, GA IL Chicago, IL ORD Chicago, IL DM Des Moines, IA BWI Baltimore, MD MA Boston, MA SP Minneapolis/St. Paul, MN CLT Charlotte, NC PHL Philadelphia, PA DL Dallas/Irving, TX SL Salt Lake City, UT SE Seattle, WA</p>

No	Field	Max	Data type	Chk	Inv	Wht	Description
5	Depository account	10	A	R	R	R	Account number of your Wells Fargo account where the check was deposited.
6	Batch	8	N	R	R	R	System-generated number assigned to a group of transactions.
7	Transaction number	4	N	R	R	R	System-generated number assigned to each transaction. This number links the CHK, INV, and WHT records for a transaction.
8	Record type	3	A	R	R	R	CHK Check record INV Invoice record WHT White paper record
9	Sequence number	4	N	R	R	R	System-generated number assigned to each record type for a transaction.
10	Check amount	12	Amt	R			For check records, the amount of the check. For invoice and white paper records, the field is null. For correspondence-only transactions, the field is 0.00 .
11	Serial number	16	N	R			For check records, the serial number on the check. The field is null for the following: <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records • White paper records
12	Check account number	20	N	R			For check records, the remitter's account number on the check. The field is null for the following: <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records • White paper records
13	Check date	8	D	O			For check records, the date on the check in YYYYMMDD format. If no data is provided, the field is null.
14	Check RTN	9	N	R			For check records, the remitter's routing/transit number on the check. The field is null for the following: <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records • White paper records <p>Note Any leading zeros in the RTN are removed. For example, an RTN of 091000019 would be included in the file as 91000019.</p>
15	Remitter name	100	A	O			For check records, the remitter's name on the check. If no data is provided, the field is null. Field is free-form, and field length varies based on item data, typically not exceeding 100 characters.
16	Invoice number	100	A		O		For invoice records, the invoice number captured at the lockbox site. For check and white paper records, the field is null. Field is free-form, and field length varies based on item data, typically not exceeding 100 characters.

No	Field	Max	Data type	Chk	Inv	Wht	Description
17	Invoice amount	100	Amt		O		For invoice records, the invoice amount captured at the lockbox site. For check and white paper records, the field is null. Field is free-form, and field length varies based on item data, typically not exceeding 100 characters.
18	Custom data	100	AN	O	O		Custom field captured at lockbox site. If no data is provided, the field is null. Field is free-form, and field length varies based on item data, typically not exceeding 100 characters.
19	Front image file name	64	AN	R		R	Name of the front image file for the item. The field is null for the following: <ul style="list-style-type: none"> • Check records for correspondence-only transactions • Invoice records Note Image file numbers begin at 000001 for the first image in each file and increment for additional images in the file. Since image file numbers reset to 000001 for each file, you need to use an archival strategy that allows for this and avoids overwriting image files from prior files with image files from new files.
20	Rear image file name	64	AN	O		O	Name of the rear image file (if any) for the item. If there is no rear image, the field is null.

Sample transaction data files

Add records

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

```

D [ A | A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 1 | CHK | 1 | 51.22 | 1234 | 1111111111 | | 121000248 | | | | 000001.tif | |
  [ B | A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 1 | INV | 1 | | | | | 1235487615 | 51.22 | | | |
E [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 2 | CHK | 1 | 77.55 | 2345 | 2222222222 | | 123000456 | | | | 000002.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 2 | INV | 1 | | | | | 500981456 | 77.55 | | | |
  [ C | A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 2 | WHT | 1 | | | | | | 000003.tif | |
F [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | CHK | 1 | 5.95 | 8423 | 3333333333 | | 222000333 | | | | 000004.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | INV | 1 | | | | | 58823665 | 5.95 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 1 | | | | | | 000005.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 2 | | | | | | 000006.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 3 | | | | | | 000007.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 3 | WHT | 4 | | | | | | 000008.tif | |
G [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | CHK | 1 | 134.95 | 440951 | 4444444444 | | 234000567 | | | | 000009.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 1 | | | | | 7540001 | 10.00 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 2 | | | | | 7540002 | 000000056.50 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 3 | | | | | 7540003 | 000000025.40 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 4 | | | | | 7540004 | 000000037.00 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | INV | 5 | | | | | 7540005 | 000000006.05 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 4 | WHT | 1 | | | | | | 000010.tif | |
H [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | CHK | 1 | 52.34 | 8787 | 5555555555 | | 101000202 | | | | 000011.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | CHK | 2 | 40.00 | 5353 | 6666666666 | | 111000222 | | | | 000012.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | CHK | 3 | 45.50 | 6161 | 7777777777 | | 202000303 | | | | 000013.tif | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | INV | 1 | | | | | 2554897 | 000000012.00 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 5 | WHT | 1 | | | | | | 000014.tif | |
I [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 6 | CHK | 1 | 0.00 | | | | | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 6 | INV | 1 | | | | | 25864897 | 000000145.73 | | | |
  [ A | 20130321 | 123456 | SF | 4XXX999999 | 1 | 6 | WHT | 1 | | | | | | 000015.tif | |

```

-
- A** Example of a check record.

 - B** Example of an invoice record.

 - C** Example of a white paper record.

Transactions can include various combinations of check, invoice, and white paper records. The sample file includes the following example transactions:

One check record and one invoice record.

- E** One check record, one invoice record, and one white paper record.
- F** One check record, one invoice record, and multiple white paper records.
- G** One check record, multiple invoice records, and one white paper record.
- H** Multiple check records, one invoice record, and one white paper record.
- I** Correspondence-only transaction with one check record for \$0.00, one invoice record, and one white paper record.

Change records

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

A

```

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



```

A Number of the batch to replace.

Delete record

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

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

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

A Number of the batch to delete.

Consolidated files

Overview

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

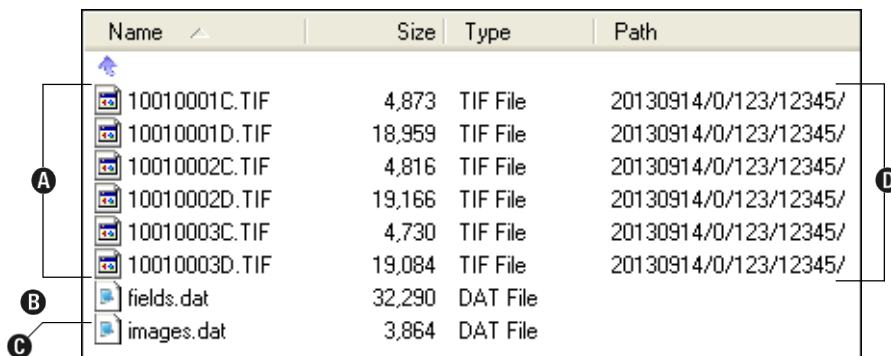
Basic format features

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

Sample zip files

Short name option

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



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

Callout A points to the TIF files. Callout B points to fields.dat. Callout C points to images.dat. Callout D points to the Path column.

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

Long name option

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

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

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

Null file

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

Name	Size	Type
nodata.dat	0	DAT File

Specification table key

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

Transaction data file record specification

No	Field	Position	Length	Data type	Description
1	Filler	1-9	9		Space-filled.
2	Site number	10-12	3	N	Code associated with the Lockbox Operations Center. 602 Phoenix, AZ 510 Fremont, CA 626 Los Angeles / El Monte, CA 720 Denver, CO 407 Orlando, FL 770 Atlanta, GA 312 Chicago, IL 773 Chicago, IL 319 Des Moines, IA 443 Baltimore, MD 617 Boston, MA 612 Minneapolis/St. Paul, MN 336 Charlotte, NC 215 Philadelphia, PA 469 Dallas/Irving, TX 435 Salt Lake City, UT 425 Seattle, WA
3	Filler	13-14	2		Space-filled.
4	Lockbox number	15-24	10	N	Lockbox number. Right-justified.
5	Deposit date	25-32	8	D	Deposit date in YYYYMMDD format.
6	Zeros	33-36	4	N	Always 0000 (four zeros).
7	Batch number	37-44	8	N	Batch number. Right-justified.
8	Filler	45-47	3		Space-filled.
9	Transaction ID	48-50	3	N	Transaction sequence number within a batch. Right-justified.
10	Filler	51-52	2		Space-filled.
11	Check ID	53-55	3	N	Check sequence number within a transaction. Right-justified.
12	Filler	56	1		Space-filled.
13	Field sequence ID	57-59	3	N	Document sequence number within a transaction. Right-justified. Note If this number exceeds 999, the thousands digit is populated in position 56.
14	Document type	60-61	2	A	Indicates the type of document. Will be one of the following: CK Check IN Invoice, correspondence, envelope, or any other "white paper" document

No	Field	Position	Length	Data type	Description
15	Check amount	62-75	14	N	Amount of the check. Only populated if the document type is CK . Includes a decimal point and two decimal places. Right-justified.
16	Check serial number	76-87	12	N	Serial number of the check. Only populated if the document type is CK . Left-justified.
17	Filler	88	1		Space-filled.
18	Routing/transit number	89-108	20	N	Routing/transit number (RTN) on the check. Only populated if the document type is CK . Left-justified. Note Any leading zeros in the RTN are included. For example, an RTN of 091000019 would be included in the file as 091000019 .
19	Account number	109-128	20	N	Account number on the check. Only populated if the document type is CK . Left-justified.
20	Image path name	129-182	54	A	Name and location of the image file. Left-justified.

Sample transaction data file

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

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

	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6
A	123	12345201309140000	1001	1	1	1CK	10.001200	212000313	123456				20130529\0\123\12345\10010001M.TIF			
	123	12345201309140000	1001	1		2IN							20130529\0\123\12345\10010001M.TIF			
	123	12345201309140000	1001	2	1	1CK	20.009380	654000321	6660555				20130529\0\123\12345\10010002M.TIF			
	123	12345201309140000	1001	2		2IN							20130529\0\123\12345\10010002M.TIF			
	123	12345201309140000	1001	3	1	1CK	30.007088	111000888	3300001234				20130529\0\123\12345\10010003M.TIF			
	123	12345201309140000	1001	3		2IN							20130529\0\123\12345\10010003M.TIF			
B	123	12345201309140000	1002	1	1	1CK	10.006807	121000212	3737373				20130529\0\123\12345\10020004M.TIF			
	123	12345201309140000	1002	1		2IN							20130529\0\123\12345\10020004M.TIF			
	123	12345201309140000	1002	1		3IN							20130529\0\123\12345\10020004M.TIF			
C	123	12345201309140000	1002	2	1	1CK	20.00582	123000456	55500666				20130529\0\123\12345\10020005M.TIF			
	123	12345201309140000	1002	2	2	2CK	30.001105	901000109	987654321				20130529\0\123\12345\10020005M.TIF			
	123	12345201309140000	1002	2		2IN							20130529\0\123\12345\10020005M.TIF			
D	123	12345201309140000	1002	3	1	1CK	40.00883	444000555	4444444444				20130529\0\123\12345\10020006M.TIF			
E	123	12345201309140000	9001	1		1IN							20130529\0\123\12345\90010007M.TIF			
	123	12345201309140000	9001	1		2IN							20130529\0\123\12345\90010007M.TIF			
	123	12345201309140000	9001	2		1IN							20130529\0\123\12345\90010008M.TIF			

A Transaction with two records — one check, one invoice.

B Transaction with three records — one check, two invoices.

C Transaction with three records — two checks, one invoice.

D Transaction with one record — one check.

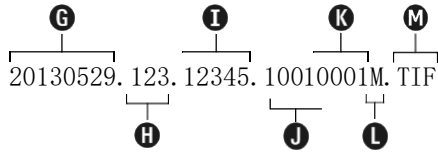
E Transaction with two records — two invoices (correspondence-only transaction).

F Example of image file names using the short file name option. With this option, images can be extracted into subfolders, and the name of the image file and subfolder path are indicated here.

With the long file name option, all image files are extracted into the same folder as the transaction data file, and the date and lockbox numbers are included in the file name. For example, the file name for the first image would be **20130529.123.12345.10010001M.TIF**.

See the diagram after this table for a further description of the file name.

The following shows the components of the long file name example in **F**.



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

VAK file record specification

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

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

No	Field	Position	Length	Data type	Description
1	Filler	1-9	9		Space-filled.
2	Site number	10-12	3	N	Code associated with the Lockbox Operations Center. 602 Phoenix, AZ 510 Fremont, CA 626 Los Angeles / El Monte, CA 720 Denver, CO 407 Orlando, FL 770 Atlanta, GA 773 Chicago, IL 319 Des Moines, IA 443 Baltimore, MD 617 Boston, MA 612 Minneapolis/St. Paul, MN 336 Charlotte, NC 215 Philadelphia, PA 469 Dallas/Irving, TX 435 Salt Lake City, UT 425 Seattle, WA
3	Filler	13-14	2		Space-filled.
4	Lockbox number	15-24	10	N	Lockbox number. Right-justified.
5	Deposit date	25-32	8	D	Deposit date in YYYYMMDD format.
6	Zeros	33-36	4	N	Always 0000 (four zeros).
7	Batch number	37-44	8	N	Batch number. Right-justified.
8	Filler	45-47	3		Space-filled.
9	Transaction ID	48-50	3	N	Transaction sequence number within a batch. Right-justified.
10	Filler	51-52	2		Space-filled.
11	Check ID	53-55	3	N	Check sequence number within a transaction. Right-justified.
12	Filler	56-57	2		Space-filled.
13	Field number ID	58-60	3	N	Document sequence number within a transaction. Right-justified.
14	Filler	61	1		Space-filled.
15	Field name	62-97	36	A	Name of the VAK field. Left-justified.
16	Filler	98	1		Space-filled.

No	Field	Position	Length	Data type	Description
17	Field value	99-134	36	A	Value for the VAK field. Left-justified. Space-filled as needed to 36 characters.

Sample VAK file

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

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

```

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

```

Batch summary



09/21/2013 12:21 PM
Trans ID: 123123
Image File Import

ABC Company
Wholesale Lockbox

Batch Summary

- | | |
|---|--|
| A Lockbox Number: 123456 | F Deposit Account Number: 1234567890 |
| B Lockbox Name: | G Batch Number: 1 |
| C Lockbox Site: SF | H Deposit Date: 09/20/2013 |
| D Batch Total Amount: \$9.06 | |
| E Total Number of Transactions: 3 | |

Transaction Summary

I Transaction 1	Transaction Total = \$3.01	1 Check, 2 Items
Transaction 2	Transaction Total = \$3.02	1 Check, 2 Items
Transaction 3	Transaction Total = \$3.03	1 Check, 2 Items
	Batch Total Amount = \$9.06	

A Lockbox Number	Lockboxnumber associated with the transactions.
B Lockbox Name	Name of the lockbox associated with the transactions.
C Lockbox Site	Indicates the lockbox site where the transaction was processed. See page 12 for a list of site IDs.
D Batch Total Amount	Total amount for all transactions in the batch.
E Total Number of Transactions	Total number of transactions in the batch.
F Deposit Account Number	Account number of your Wells Fargo account where checks in the batch were deposited.
G Batch Number	System-generated number assigned to each group of 25 transactions.
H Deposit Date	Deposit date for checks in the batch.
I Transaction number links	Click a transaction number link to go to that transaction in the PDF.

Transaction data and images

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

[<Previous Transaction](#)

[Batch Summary](#)

[Next Transaction >](#)

J

Transaction 2 Summary

Batch: 1
Deposit Account: 1234567890

Transaction Total: \$3.02
Lockbox: SF 123456

Deposit Date: 09/20/2013

Check 1

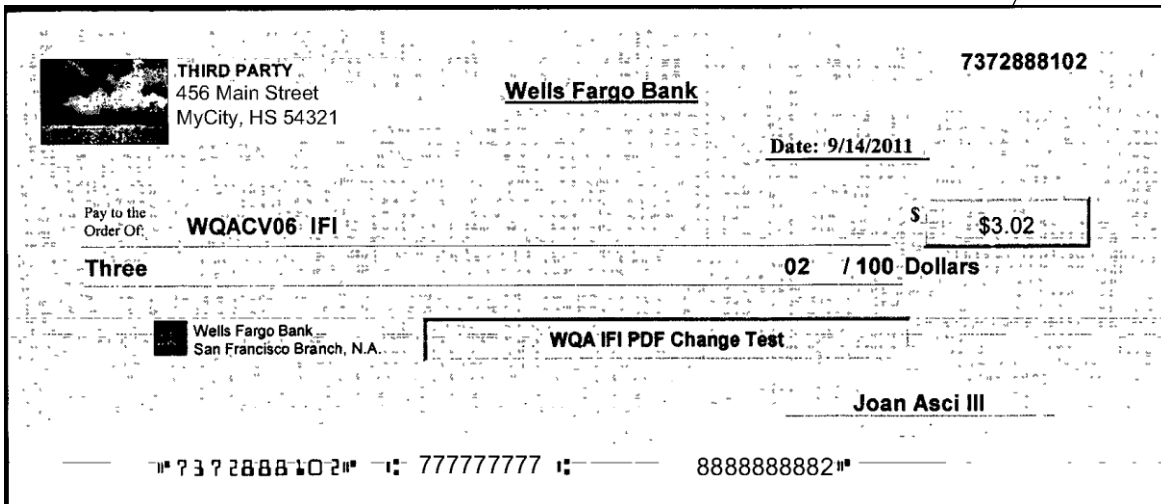
Check Amount: \$3.02
Check Number: 7372888102

Check Account Number: 8888888882
Remitter: THIRD PARTY

K

L

Front Image



Invoice 1

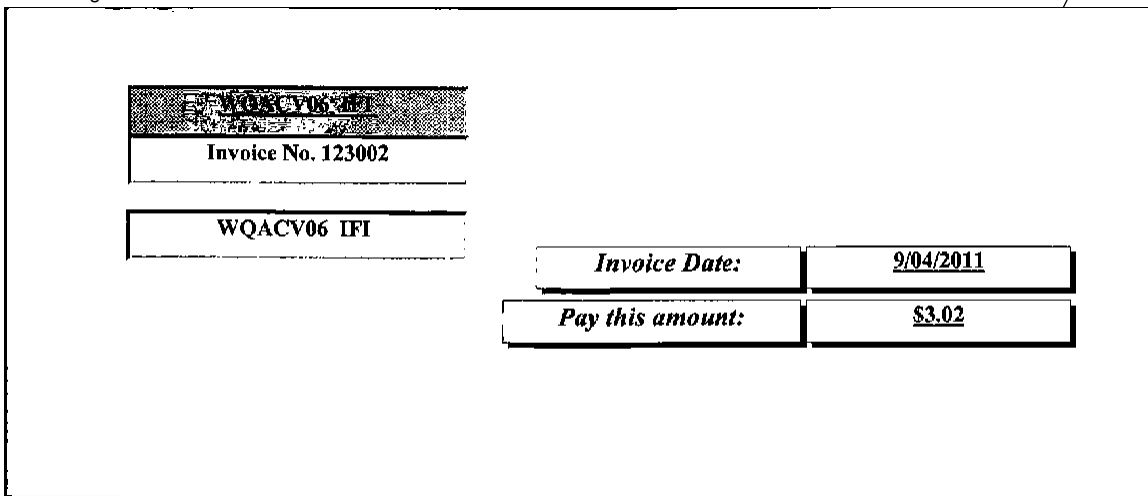
Amount: \$3.01

Invoice Number: 245015 **M**

Item 1

Front Image

N



J Click to go to another transaction or return to the Batch Summary page.

-
- K** Check details.

 - L** Check image

 - M** Invoice information.

 - N** White paper item image.

Delete messages

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

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

Vendor questionnaire form

Additional information

3. Federal Employer I.D. no. (FEIN):

The Wells Fargo & Company FEIN is IRS#41-0449260.

4. Dun and Bradstreet No.:

The Wells Fargo & Company Dun and Bradstreet number is 00-696-2435.

14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.

Wells Fargo Bank, N.A. has not been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any state or federal authority, within the past five years.

During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales> (the "2016 Settlement"). Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily suspended or removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services. However, there have been no actions that would materially impair Wells Fargo's ability as of this date to conduct its business or meet its obligations under the transaction to which this RFP relates.

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.

Wells Fargo Bank, N.A. has not been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any state or federal authority, within the past five years.

During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales> (the "2016 Settlement"). Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily suspended or removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services. However, there have been no actions that would materially impair Wells Fargo's ability as of this date to conduct its business or meet its obligations under the transaction to which this RFP relates.

17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.

Please see <https://www.wellsfargo.com/about/corporate/governance/> for biographical information regarding current Wells Fargo & Company directors and executive officers (which would include details regarding principal or officer roles with other organizations). Also, please see p. 30-35 of Wells Fargo & Company's proxy statement (<https://www.wellsfargo.com/about/investor-relations/annual-reports/>), p. 2 of Wells Fargo & Company's 2019 Proxy Supplement (<https://www.wellsfargo.com/about/investor-relations/annual-reports/>), and the Form 8-K filed by Wells Fargo & Company with the SEC on May 29, 2019 (<https://www.sec.gov/Archives/edgar/data/72971/000007297119000285/0000072971-19-000285-index.htm>) for additional information regarding directors and their principal/officer positions with other organizations.

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

No Events No Name History

Detail by Entity Name

Designation of Agent
WELLS FARGO BANK, N.A.

Filing Information

Document Number	Q95000000097
FEI/EIN Number	94-1347393
Date Filed	07/25/1995
State	DC
Status	ACTIVE

Principal Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Mailing Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/07/2000

Address Changed: 09/07/2000

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

[09/07/2000 -- Reg. Agent Change](#)

[07/25/1995 -- DOCUMENTS PRIOR TO 1997](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

No Events No Name History

Wholesale Lockbox

Scan checks and capture data

Payments with optical character recognition (OCR)-scannable coupons

Using high-speed scanning equipment, an operator captures an image of each check along with its OCR-scannable coupon.

Payments undergo a variety of data capture or validation tasks such as:

- Capturing MICR line data
- Capturing OCR scan lines, including embedded dollar amounts, from coupon images
- Validating coupon OCR scan lines using the configuration settings, including check-digit algorithms, defined within the lockbox account specifications
- Identifying change of address (COA) coupons, which sets a COA flag for any coupon bearing a change

Payments without OCR-scannable coupons

Using a desktop or stand-alone scanning device, an operator captures an image in of each check along with its MICR line data. Courtesy amount recognition (CAR) and legal amount recognition (LAR) technology captures and validates the check amount. If the payment has associated remittance documents, the operator may scan them at this point.

Scan remittance documents

An operator scans the remittance documents that correspond to the processed checks.

During scanning, we use work unit headers and trailers to prevent commingling batches of work. We also place transaction identification documents* — which have unique bar codes — on each check and document to correctly associate checks with their related documents.

*Some sites use an alternate method to keep work in the proper order.

Perform coupon correction (if necessary)

A keying operator views images of items our software could not sufficiently validate. The operator manually keys the required information using an interface that is optimized for rapid scan line data entry. As the operator enters the data, the application uses customer-specific rules logic, including check-digit algorithms, to validate the data.

Input check data (if necessary)

If an item fails our CAR and LAR match, an operator views the images of the item on the screen and keys the amount. If the CAR amount does not match the LAR amount, the operator must reverse-key the amount. The operator also corrects missing or unreadable MICR line data.

Capture supplemental data on non-OCR payments (optional)

Based on specific field prompts we establish during the implementation process, we use both manual and robotic keying to capture data, such as invoice number and customer name.

Create deposit file

Operators create a file that contains the MICR data, check amount, and a digital image of each deposited check, then transmits the file to our processing department. We then clear the checks electronically.

Generate output and prepare package

After your scheduled lockbox deposit deadline passes, we generate your lockbox output that includes both images and data. You can receive your reports and images online or by transmission. You can also request to receive a paper package by mail.*

We'll gather any unprocessed or rejected items and deliver them to you based on your instructions.

*Additional fees may apply.

Quality control

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

Receive and sort mail

- Monitor courier pickups and deliveries for timeliness
- Report any pattern deviations in overall volume to the post office
- Monitor customer-specific volumes to make sure we have appropriate staff levels in place
- Code mail bins according to deposit deadlines to help ensure timely processing of payments

Open mail and extract contents

- Perform in-house daily maintenance of equipment to confirm quality performance
- Keep color-coded tickets with work to support timely processing
- Use unique operator IDs for each batch of work
- Capture an image of each check and its MICR line data

Scan checks and capture data

Review every check to verify the following:

- Check contains a signature
- Payee
- Date
- CAR
- LAR
- CAR and LAR match
- Routing and transit number (to verify U.S. dollars)

Scan remittance documents

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

Input check data (if necessary)

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

Create deposit file

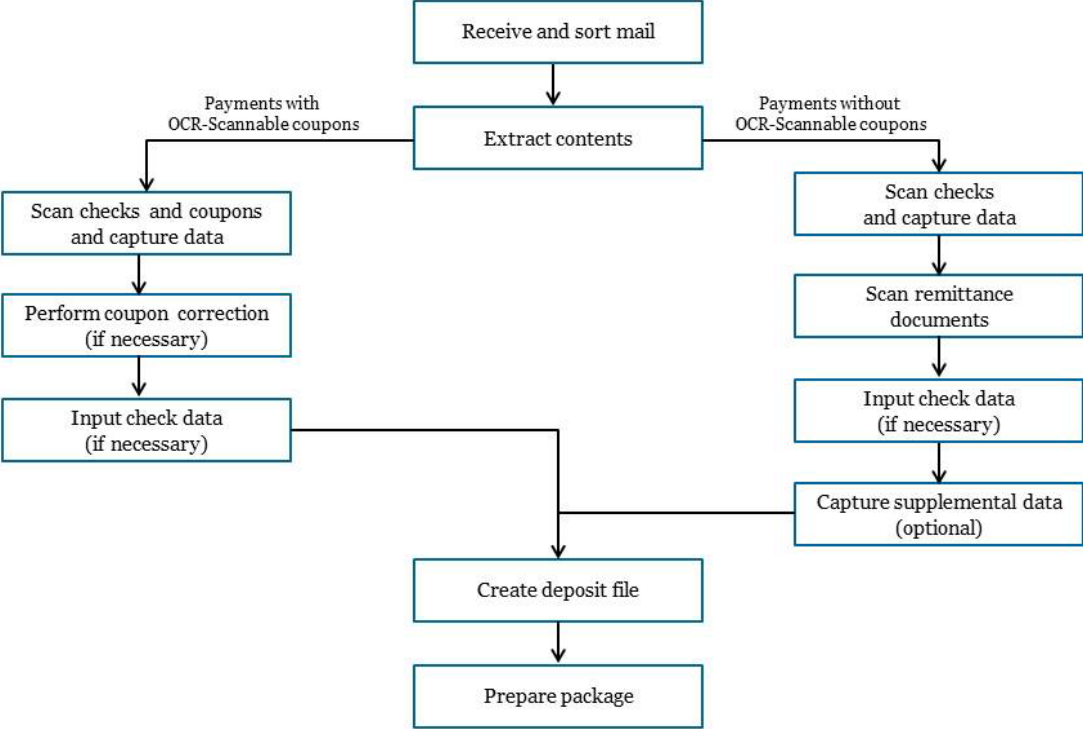
- Generate systematic reports to determine if out of balance conditions exist
- Place affected deposits on hold until we can resolve the condition

Generate output and prepare package

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

*Additional fees may apply.

Wholesale lockbox flow chart



Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118504P1 - Master Banking Services (Third-Party Custodian/Safekeeping Services)
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
<p>INSTITUTIONAL STRENGTH, STABILITY AND SECURITY (MAXIMUM POINTS 15)</p> <p>REFER TO QUESTIONS 1 - 3</p>	
<p>1. List your depository memberships (e.g. Depository Trust Corp, Federal Reserve Board, etc).</p> <p>Points Value: 5</p>	
<p>2. List all insurance coverage relevant to the custody and safekeeping of securities, including Errors & Omissions; indicate type and amount.</p> <p>Points Value: 5</p>	
<p>3. Briefly describe the procedures and controls used to ensure that physical securities are properly registered, transferred and in general, held, delivered and/or received in good deliverable form.</p> <p>Points Value: 5</p>	
<p>PROCESSING AND HANDLING OF SECURITIES (MAXIMUM POINTS 25)</p> <p>REFER QUESTIONS 4 - 10</p>	
<p>4. Describe your system for the registration and custody of assets.</p> <p>Points Value: 5</p>	

<p>5. Are there any restrictions on the types of securities that may be held for safekeeping? If so, what are they?</p> <p><u>Points Value: 3</u></p>	
<p>6. Does the bank hold securities in the name of the client?</p> <p><u>Points Value: 5</u></p>	
<p>7. Briefly describe the process for receipt of trade instructions, including same-day (cash) trades</p> <p><u>Points Value: 2</u></p>	
<p>8. Describe the notification process for failed trades.</p> <p><u>Points Value: 3</u></p>	
<p>9. How are price or trade discrepancies identified and communicated?</p> <p><u>Points Value: 2</u></p>	
<p>10. Do you mark the portfolio to market? If so, how frequently is it done and describe the method used.</p> <p><u>Points Value: 5</u></p>	
<p>PAST PERFORMANCE (MAXIMUM POINTS 10)</p> <p>REFER TO QUESTIONS 11 - 12</p>	
<p>11. Have any securities been misplaced or lost during the last three years? If so, describe the circumstances and what was done to correct the problem.</p> <p><u>Points Value: 5</u></p>	

<p>12. List public entities of a similar size to Broward County that you have done business with, over the last five (5) years, that currently are utilizing PeopleSoft as its Enterprise Resource Planning (ERP) platform, and describe your experience providing safekeeping services to them.</p> <p>Vendor should provide three (3) references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <p><u>Points Value: 5</u></p>	
<p>REPORTING AND ACCESS TOOLS (MAXIMUM POINTS 15)</p> <p>REFER TO QUESTIONS 13 - 15</p>	
<p>13. Do you provide online account access to statements and reports for custody accounts?</p> <p><u>Points Value: 5</u></p>	
<p>14. Describe your securities position reporting, including frequency, detail provided, etc.</p> <p><u>Points Value: 5</u></p>	
<p>15. Describe how the monthly statements are provided. Is the information available as a file transmission to the County's ERP system (PeopleSoft)? Please describe the formats available.</p> <p><u>Points Value: 5</u></p>	
<p>TRANSITION PLANNING (MAXIMUM POINTS 10)</p> <p>REFER TO QUESTIONS 16</p>	

<p>16. Describe the planned and prescribed transition plan and processes. Describe the steps, requirements, and expected completion time required.</p> <p>Points Value: 10</p>	
<p>LOCATION (MAXIMUM POINTS 5)</p> <p>REFER TO QUESTION 17</p>	
<p>17. Refer to Vendor’s Business Location Attestation Form and submit as instructed.</p> <p>A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five (5) points; a Vendor not meeting all of the local business requirements will receive zero (0) points.</p> <p>The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three (3) points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two (2) points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one (1) point.</p> <p>Points Value: 5</p>	
<p>PRICING (MAXIMUM POINTS 20)</p> <p>REFER TO QUESTION 18</p>	
<p>18. Submit your pricing in the Item Response Form in BidSync.*</p> <p>*Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price/Proposer’s Price) x Points for Price = Price Score</p> <p><i>Prices may be negotiated in the best interest of the County after the scoring is completed.</i></p>	<p>Please submit price information into BidSync.</p>
<p>TOTAL MAXIMUM POINTS 100</p>	

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118504P1
Title :		Master Banking Services (Third-Party Custodian/Safekeeping Services)
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	

	If Corporation, Specify the State of Incorporation	
	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	Yes No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	Yes No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%.	Click response	Yes No N/A
	If Yes, provide detailed response	

Broward County is a current client utilizing these services. Therefore, there would be no transition required. However, below is the standard account process for onboarding a client:

Customers are sent the following forms when setting up an account:

-Client agreement

-Commercial Electronic Office® (CEO®) on-line business portal documentation

-W-9 form

-BCP Customer Disclosure Statement

-Customer Order Handling Policies and General Disclosures

-Bank Safekeeping Agreement

Upon agreement, a brokerage account can be opened on the same day.

Vendor questionnaire form

Additional information

12. List name and title of each principal, owner, officer, and major shareholder:

a) Everen Capital Corporation	Parent
b) Allen, Renee McLaughlin	Deputy Chief Compliance Officer
c) Church, Duane	Chief Financial Officer
d) Dolhare, Walter Ernesto	President/CEO
e) Dubose, Mary Katherine	Director/Manager
f) Engel, Robert Andrew	Director/Manager
g) KIKER, STEVEN MATTHEW	Chief Operating Officer
h) Mulligan, Robert John Jr	Chief Compliance Officer
i) Pink, Christopher William	Director/Manager
j) Primavera, Todd Gerald	Chief Operations Officer

14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.

Wells Fargo Securities, LLC ("WFS"), a SEC registered broker-dealer and the Respondent for purposes of providing securities brokerage or related services, has not been debarred, or otherwise had its legal authorization to provide brokerage or similar services suspended, by any state or federal authority, within the past five years.

During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. Following the announcement of this settlement, certain municipal entities have chosen to temporarily discontinue certain financial services relationships with Wells Fargo. Notwithstanding the fact that the securities brokerage and related services provided by WFS are unrelated to the settlement agreements, certain of these actions include the temporary removal of WFS from the approved broker-dealer lists of certain municipal entities. These decisions are a result of the referenced settlements.

15. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.

Wells Fargo Securities, LLC ("WFS"), a SEC registered broker-dealer and the Respondent for purposes of providing securities brokerage or related services, has not been debarred, or otherwise had its legal authorization to provide brokerage or similar services suspended, by any state or federal authority, within the past five years.

During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. Following the announcement of this settlement, certain municipal entities have chosen to temporarily discontinue certain financial services relationships with Wells Fargo. Notwithstanding the fact that the securities brokerage and related services provided by WFS are unrelated to the settlement agreements, certain of these actions include the temporary removal of WFS from the approved broker-dealer lists of certain municipal entities. These decisions are a result of the referenced settlements.

Pricing Source Guide

Investment Type	Month End Pricing Source	How Priced	Level
Agency Securities	Interactive Date Pricing and Reference Data (IDC)	Market Closing Price	2
Asset Backed Securities	IDC	Market Closing Price	2
Auction Rate Securities	IDC	Evaluated Price*	2
Certificates of Deposit	IDC	Market Closing Price	2
Collateralized Mortgage Obligations	IDC	Market Closing Price	2
Commercial Paper	IDC	Evaluated Price*	2
Corporate Bonds	IDC	Market Closing Price	2
Equities	IDC	Market Closing Price	2**
Money Market Mutual Funds	Fund Companies	Calculated Net Asset Value (NAV)	1
Mortgage Backed Securities	IDC	Market Closing Price	2
Municipal Bonds	IDC	Market Closing Price	2
Municipal Leases & Notes	FIS	Par Value	3
Mutual Funds	IDC	Calculated Net Asset Value (NAV)	2
Treasury Securities	IDC	Market Closing Price	2
Variable Rate Demand Obligations (VDRO)	IDC or FIS***	IDC – Market Closing Price FIS – Par Value	IDC – 2 FIS – 3

Important Disclosure:

Values for most investments are received from independent pricing sources and are only to be used as a guide. While our sources are considered reliable, market prices indicated on statements may not reflect actual market transactions. There is no assurance that you could obtain these prices in sale transactions. When there is not an active market for an investment, a market price, and therefore a market value, is not available (N/A) on statements.

* Evaluated pricing includes available market information applied through processes such as benchmarking and matrix pricing.

**Equity prices are set at a Level 2 as they are received from our independent pricing source (IDC)

*** VRDOs underwritten and remarketed by FIS are priced at par. VRDOs not underwritten or remarketed by FIS are priced at a market closing price by IDC.

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee

Together we'll go far



Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

- 1. Vendor's Quality of Service
a. Responsive
b. Accuracy
c. Deliverables
2. Vendor's Organization:
a. Staff expertise
b. Professionalism
c. Turnover
3. Timeliness of:
a. Project
b. Deliverables
4. Project completed within budget
5. Cooperation with:
a. Your Firm
b. Subcontractor(s)/Subconsultant(s)
c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: Division: Date:

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service
 - a. Responsive
 - b. Accuracy
 - c. Deliverables

2. Vendor's Organization:
 - a. Staff expertise
 - b. Professionalism
 - c. Turnover

3. Timeliness of:
 - a. Project
 - b. Deliverables

4. Project completed within budget

5. Cooperation with:
 - a. Your Firm
 - b. Subcontractor(s)/Subconsultant(s)
 - c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service
 - a. Responsive
 - b. Accuracy
 - c. Deliverables

2. Vendor's Organization:
 - a. Staff expertise
 - b. Professionalism
 - c. Turnover

3. Timeliness of:
 - a. Project
 - b. Deliverables

4. Project completed within budget

5. Cooperation with:
 - a. Your Firm
 - b. Subcontractor(s)/Subconsultant(s)
 - c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

Questionnaire Well Capitalized

Proposer's Name:	
-------------------------	--

All Proposers should complete, sign and submit the Well Capitalized Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

A non-bank financial institution vendor responding only to the LockBox Services portion of this Request for Proposals is required to have its banking financial institution partner complete and comply with this Well Capitalized Questionnaire instructions and requirements.

		Comply: Yes/No
	Well-Capitalized Requirement	
1	Bank must be considered "Well Capitalized" according to the risk-based capital group description guidelines used by the Federal Deposit Insurance Corporation (FDIC). To be determined "Well Capitalized" an institution must meet the following criteria: <ul style="list-style-type: none"> a. CET1 Capital Ratio \geq 4.5% b. Tier 1 Capital Ratio \geq 6.0% c. Total Capital Ratio (Tier 1 and Tier 2) \geq 8.0% 	

By signing this form, proposer agrees that they meet the requirement of being a well-capitalized firm as described above.

Proposer's Signature: _____

Please provide documentation for your firm for the most recent two quarters showing you meet the above requirements.

Questionnaire

Well capitalized questionnaire information

Please provide documentation for your firm for the most recent two quarters showing you meet the above requirements.

You can locate Wells Fargo & Company's most recent annual report through the following site: [wellsfargo.com/invest_relations/annual](https://www.wellsfargo.com/invest_relations/annual).

For ratios please see:

[wellsfargo.com/about/investor-relations/basel-pillar-3-disclosures/](https://www.wellsfargo.com/about/investor-relations/basel-pillar-3-disclosures/)

[wellsfargo.com/about/investor-relations/basel-pillar-3-disclosures/](https://www.wellsfargo.com/about/investor-relations/basel-pillar-3-disclosures/)

Questionnaire

Qualified Public Depository and Local Presence

Proposer's Name:	
-------------------------	--

All Proposers should complete, sign and submit the Qualified Public Depository and Local Presence Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

A non-bank financial institution vendor responding only to the LockBox Services portion of this Request for Proposals is required to have its banking financial institution partner complete and comply with this Qualified Public Depository Questionnaire instructions and requirements.

The second requirement in the Qualified Public Depository and Local Preference Questionnaire stating that a Vendor's local banking office/institution requirement must have an established full-service retail branch within Broward County, Florida only applies to Treasury Services.

		Comply: Yes/No
	Qualified Public Depository and Local Presence	
1	Financial Institution and Qualified Public Depository (QPD) as defined in Chapter 280, Florida Statutes, at time of submittal	
2	Local banking office. Institution must have an established full-service retail branch within Broward County, Florida.	

By signing this form, proposer agrees that they meet the requirement of being a Qualified Public Depository and have a full-service retail branch within Broward County, Florida.

Proposer's Signature: _____

Please provide the Certificate of QPD from the State of Florida providing evidence of participation in the QPD program and a copy of the Broward County Local Business Tax Receipt.

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

No Events No Name History

Detail by Entity Name

Designation of Agent
WELLS FARGO BANK, N.A.

Filing Information

Document Number	Q9500000097
FEI/EIN Number	94-1347393
Date Filed	07/25/1995
State	DC
Status	ACTIVE

Principal Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Mailing Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/07/2000

Address Changed: 09/07/2000

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

[09/07/2000 -- Reg. Agent Change](#)

[07/25/1995 -- DOCUMENTS PRIOR TO 1997](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

No Events No Name History

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA: WELLS FARGO BANK NA
Business Name: WELLS FARGO BANK NA
Owner Name: WELLS FARGO BANK NA
Business Location: 350 E LAS OLAS BLVD
 FT LAUDERDALE
Business Phone:

Receipt #: 403-443
Business Type: BANKS (BANKS)
Business Opened: 07/17/2000
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WELLS FARGO BANK NA BUSINESS LICEN.
 1500 BROADWAY #T3203-025
 LUBBOCK, TX 79401

Receipt # 20C-17-00001140
Paid 08/07/2018 150.00



Wells Fargo & Company
Risk & Insurance Management
 550 S 4th Street MAC N9310-061
 Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 08/05/2019

**EVIDENCE OF PROFESSIONAL (Errors & Omissions)
 LIABILITY COVERAGE**

Insured:

Wells Fargo Home Mortgage, a division of
 Wells Fargo Bank, N.A

Insurance Company:

National Union Fire Ins. Co. of Pittsburgh, PA

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Professional Liability	Provides Wells Fargo & Company and its Subsidiaries with coverage for claims arising out of an Employee's error or omission that occurs in performing professional services for others.	\$100,000,000 Per Occurrence and Aggregate	11/15/18 - 10/1/20	02-779-02-14

Evidence of Insurance Issued To:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

Wells Fargo & Company
 Risk & Insurance Management

Jill M. Combs
 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.



Wells Fargo & Company
Risk & Insurance Management
 550 S 4th Street MAC N9310-061
 Minneapolis, MN 55415

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO
 YOUR WELLS FARGO CONTACT.**

Date: 08/05/2019

EVIDENCE OF FIDELITY (EMPLOYEE DISHONESTY) COVERAGE

Insured:

Wells Fargo Home Mortgage, a division of
 Wells Fargo Bank, N.A

Insurance Company

National Union Fire Ins. Co. of Pittsburgh, PA

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Financial Institution Bond	Provides Employee Dishonesty (Fidelity) coverage for Wells Fargo & Company and its Subsidiaries.	\$100,000,000 Per Occurrence and Aggregate	11/15/18 - 10/1/20	02-779-02-14

Evidence of Insurance Issued To:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

Wells Fargo & Company
 Risk & Insurance Management

Jill M. Combs
 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.



Wells Fargo & Company
Risk & Insurance Management
 550 S 4th Street MAC N9310-061
 Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 08/05/2019

EVIDENCE OF CASUALTY INSURANCE COVERAGE

Insured:

Wells Fargo Home Mortgage, a division of
 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	4/01/15 - 4/01/20	MWZY304056
Automobile Liability	Covers all owned, non-owned and hired automobiles	\$10,000,000 Each Occurrence Combined Single Limit	4/01/15 - 4/01/20	MWTB304054
Workers' Compensation and Employers' Liability	Provides workers' compensation coverage for employees in all states - except statutory workers' compensation provided either through a Monopolistic State Fund or Self-Insurance in the following states: Ohio, North Dakota, Washington and Wyoming or by the Wells Fargo Injury Benefit Plan in Texas.	Statutory - WC \$1,000,000 - EL Each Accident \$1,000,000 - EL Disease Each Employee	4/01/15 - 4/01/20	MWC302638 00

Evidence of Insurance Issued To:

Broward County

115 South Andrews Avenue

Wells Fargo & Company
 Risk & Insurance Management

Jill M. Combs
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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.

RFP exceptions

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY’s contractual requirements or to bind Wells Fargo to BROWARD COUNTY’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	
	Please see attached Broward County Local Business Tax Receipt
	<p>Page 93: *Under General Liability box: delete the words 'Independent Contractors' *Under Worker's Compensation, please delete the checkbox under 'SUBR WVD' column *Under Cyber Insurance, please delete the checkbox under 'SUBR WVD' column *Under Professional Liability (Errors & Omissions), please delete the checkbox under 'SUBR WVD' column *Under Crime and Employee Dishonesty, please delete the checkbox under 'ADDL INSD' column *Under the Description of Operations section at the bottom of each page, please delete these words "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses." "Please replace language with: "Broward County" shall be listed as Certificate Holder and additional insured for General Liability and Auto Liability insurance policies. The Contractor agrees to provide notice within thirty (30) days of cancellation. Wells Fargo's insurance policies are manuscript (custom). We do not disclose deductibles or retentions. That information is proprietary."</p>

	<p>Page 94:</p> <ul style="list-style-type: none"> *Under Worker's Compensation, please delete the checkbox under 'SUBR WVD' column *Under Cyber Insurance, please delete the checkbox under 'ADDL INSD' column and 'SUBR WVD' column *Under Professional Liability (Errors & Omissions), please delete the checkbox under 'SUBR WVD' column *Under the Description of Operations section at the bottom of each page, please delete these words "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses." "Please replace language with: "Broward County" shall be listed as Certificate Holder and additional insured for General Liability and Auto Liability insurance policies. The Contractor agrees to provide notice within thirty (30) days of cancellation. Wells Fargo's insurance policies are manuscript (custom). We do not disclose deductibles or retentions. That information is proprietary." <p>Page 95:</p> <ul style="list-style-type: none"> *Under Worker's Compensation, please delete the checkbox under 'SUBR WVD' column *Under Cyber Insurance, please delete the checkbox under 'SUBR WVD' column *Under Professional Liability (Errors & Omissions), please delete the checkbox under 'SUBR WVD' column *Under Crime and Fidelity, please delete the checkbox under 'ADDL INSD' column and delete the words 'Broward County must be named as an additional insured' within the Crime and Fidelity box. *Under the Description of Operations section at the bottom of each page, please delete these words "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses." "Please replace language with: "Broward County" shall be listed as Certificate Holder and additional insured for General Liability and Auto Liability insurance policies. The Contractor agrees to provide notice within thirty (30) days of cancellation. Wells Fargo's insurance policies are manuscript (custom). We do not disclose deductibles or retentions. That information is proprietary."
<p>Insurance; Standard Agreement pages 7-8 Section 8</p>	<p>Section 8.1:</p> <ul style="list-style-type: none"> *Please delete the words 'or Subcontractors' from the section. *Please add this language to the end of the section "with the agreement of the Contractor, which will not be unreasonably withheld."

	<p>Section 8.2 *Please delete the words 'all policies required under this article' and replace it with "general liability and automobile liability policies." Section 8.3: *Please delete the last sentence in full. Section 8.4: *Please delete the words 'at least thirty days prior to' and replace with "within thirty (30) days of" Section 8.5: *Please add the words "or permitted" after the first word in number 2 (authorized). #2 would read: authorized or permitted to transact.... Section 8.6: *Please add these words at the end of the first sentence "with respect to work performed under this contract." Section 8.7: *Please delete all language from this section except: "Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County" Section 8.8: Please delete in full. Section 8.9: *Please delete "on substantially the same insurance terms and conditions required of Contractor under this article." from the first sentence. *Please delete "and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies." from the second sentence. Section 8.10: *Please delete the words 'or Subcontractors' from the first sentence. *Please delete the words "unless and until the requirements of this article" and replace with "unless and until the insurance requirements appropriate for the services being provided" from the second sentence. *Please delete the last sentence. Section 8.11 *#2: replace 'stated in Exhibit_' with "3 years" *replace the last word in the section 'exhibit' with "6 years"</p>
<p>RFP; Page 9-Section 1. Litigation History</p>	<p>Wells Fargo Bank N.A. ("Wells Fargo Bank") 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 field, Wells Fargo Bank 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.</p> <p>Wells Fargo Bank and WFC respond regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations, including the following recent matters:</p> <ul style="list-style-type: none"> • During the third quarter of 2016, Wells Fargo Bank entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release containing details at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales

	<ul style="list-style-type: none"> 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 <p>Many of the actions that Wells Fargo Bank and WFC have taken in connection with these settlement agreements 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/filings WFC’s Annual Reports are available at https://www.wellsfargo.com/invest_relations/annual
<p>RFP:</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 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,</p>

	<p>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 COUNTY to be a subcontract for purposes of this Agreement.</p>
<p>RFP: Pages (11-12) D. Standard Agreement Language Requirements;</p> <p>page 21 D. Standard Agreement Language Requirements;</p> <p>page 86 Agreement Exception Form</p>	<p>“Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY’s contractual requirements or to bind Wells Fargo to BROWARD COUNTY’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.”</p>
<p>RFP: Page 21- D. Standard Agreement Language Requirement</p>	<p>“Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY’s contractual requirements or to bind Wells Fargo to BROWARD COUNTY’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.”</p>
<p>RFP: Page 31-#13 CRA Rating</p>	<p>The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low- and moderate-income communities. In its most recent CRA examination which covers the years 2009-2012, the Office of the Comptroller of the Currency (OCC) lowered Wells Fargo’s final national rating from “Outstanding” to ‘Needs to Improve’ due to previously issued regulatory consent orders.</p>

	<p>It is important to note the OCC gave Wells Fargo an "Outstanding" overall rating on CRA performance and noted our "excellent responsiveness to credit needs" in the majority of the bank's assessment areas. On the individual components of the Exam, Wells Fargo received an "Outstanding" on the Lending Test, an "Outstanding" on the Investment Test, and a "High Satisfactory" on the Service Test.</p> <p>The OCC also gave FLORIDA the state-level rating of OUTSTANDING, which reflects our strong track record of lending to, investing in, and providing service to low- and moderate-income communities, both in FLORIDA and nationwide.</p> <p>Wells Fargo is deeply committed to economic growth, sustainable homeownership and neighborhood stability in low- and moderate-income communities and will continue to invest above and beyond what is required by CRA. At Wells Fargo, Community Reinvestment is an integral part of our business culture. Wells Fargo has long understood that we can be no stronger, nor more successful, than the neighborhoods and communities where we do business. Supporting our communities allows us to better meet our customers' financial needs and helps us to achieve our goal to be one of America's best companies.</p> <p>Our most recent Community Reinvestment Act (CRA) performance evaluation is located at the following link:</p> <p>wellsfargo.com/about/community/wfcra/perf_evaluation</p>
<p>RFP: Pages (34-35) #14 & #15; Pages (45-46) #14 & #15 Pages (58-59)- #14& #15</p>	<p>Wells Fargo Bank, N.A. has not 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>During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales (the "2016 Settlement"). Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily suspended or removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services. However, there have been no actions that would materially impair Wells Fargo's ability as of this date to conduct its business or meet its obligations under the transaction to which this RFP relates.</p>
<p>RFP: Page 82- Litigation History Form</p>	<p>Wells Fargo Bank N.A. ("Wells Fargo Bank") 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</p>

banking field, Wells Fargo Bank 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 Bank and WFC respond regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations, including the following recent matters:

- During the third quarter of 2016, Wells Fargo Bank entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release containing details at <https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales>

- 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>

Many of the actions that Wells Fargo Bank and WFC have taken in connection with these settlement agreements are described at <https://www.wellsfargo.com/assets/pdf/commitment/progress-report.pdf>

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:

- 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/filings
- WFC'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 Bank representatives preparing this response, neither Wells Fargo Bank nor WFC has been involved in any regulatory reviews or any legal actions that would have a material adverse impact on Wells Fargo Bank's ability to provide the services requested in this RFP.</p>
<p>RFP; page 85; RFP; page 9--Section 1a; RFP; pages 34-35 #14 & 15 & 17 (also will go for pages 45-</p>	<p>*page 85; I am not aware of any "Affiliated Entities" other than the following. WFBNA directors also have director positions with Wells Fargo & Company. Also, WFBNA executive officers may have director and/or executive officer positions with other Wells Fargo entities. *page 9--Section 1a; No exceptions.</p> <p>*pages 34-35 #14 No exceptions. & 15 - No exceptions. & 17 Yes. Please see https://www.wellsfargo.com/about/corporate/governance/ for biographical information regarding current Wells Fargo & Company directors and executive officers (which would include details regarding principal or officer roles with other organizations). Also, please see p. 30-35 of Wells Fargo & Company's proxy statement (https://www.wellsfargo.com/about/investor-relations/annual-reports/), p. 2 of Wells Fargo & Company's 2019 Proxy Supplement (https://www.wellsfargo.com/about/investor-relations/annual-reports/), and the Form 8-K filed by Wells Fargo & Company with the SEC on May 29, 2019 (https://www.sec.gov/Archives/edgar/data/72971/0000072971-19-000285-index.htm) for additional information regarding directors and their principal/officer positions with other organizations. (this review will also will go for pages 45-46 & 58-59 as these pages have the same questions)</p>
<p>STANDARD AGREEMENT EXCEPTIONS</p>	<p>"Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY's contractual requirements or to bind Wells Fargo to BROWARD COUNTY's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement."</p>

Page 1 – Article 1. 1.7	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 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 COUNTY to be a subcontract for purposes of this Agreement.
Page 3 – Article 4.2 Extensions; Article 4.3 Additional Extension	Wells Fargo submits that any extensions should be mutually agreed upon by the Parties in writing.
Page 5 – Article 5.5 Withholding by County	Wells Fargo’s preferred dispute resolution forum is arbitration, as outlined in Wells Fargo’s Service Documentation. Please refer to Wells Fargo’s 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.
Page 6 – Article 6.7 Warranty of Performance	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.
Page 6 – Article 6.8 Domestic Partnership Requirement	Wells Fargo shall comply with all applicable laws and regulations
Page 7- Article 7. Indemnification	During the term of this Agreement, Bank will indemnify, defend and hold harmless Company and its officers, directors, employees, agents and assigns (the “Indemnified Parties”) from and against all losses or damages (collectively, “Losses”) arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank 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 Company. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank’s liability under this indemnity will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees

	<p>were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).</p>
<p>Pages (9-10) Article 9. Termination</p>	<p>Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.</p>
<p>Copyright; Standard Agreement page 12 #11.2 & Page 18 #11.26</p>	<p>Please add this sentence to the end of section 11.2:</p> <p>County acknowledges that this section does not effectuate, apply to, or prompt a transfer or license of any kind of any pre-existing work, copyright, or intellectual property right/asset owned by Contractor prior to this agreement.</p> <p>Additional Exception language: Wells Fargo does not grant ownership rights with respect to any contents of its proposal or any of its intellectual property to Broward County.</p>
<p>Pages (12-13) 11.2 Public Records</p>	<p>CMDT recommends that the RM mark pricing, references and business continuity information as “confidential”, but note that it is possible that applicable state laws may require us to disclose such information. Also, the RM should work with appropriate product consultants to determine if product information included in the proposal is proprietary.</p>

	<p>Wells Fargo retains records in accordance with its enterprise records retention policy, which includes considerations for regulatory requirements. The County may reserve a right to inspect financial books and records in Wells Fargo’s possession that are related only to services provided by Wells Fargo to the County, provided that such inspections are conducted in accordance with Wells Fargo’s reasonable security requirements. Notwithstanding the foregoing, Wells Fargo does not grant the County any right to examine, inspect, or physically visit any Wells Fargo data center.</p> <p>Wells Fargo cannot allow physical facility audits 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.</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 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 COUNTY to be a subcontract for purposes of this Agreement.</p> <p>Either party may assign the contract with the other party’s contract, which consent will not be unreasonably withheld or delayed; however that Wells Fargo may assign the contract without consent in connection with a merger, acquisition, or corporate restructuring involving Wells Fargo.</p>
	<p>Wells Fargo’s Service Documentation, which governs the accounts and services to be provided will need to be a part of the final contract. Wells Fargo is willing to discuss the order of precedence of any of Broward County’s documents upon contract award.</p>
	<p>Jurisdiction for any claim arising from, related to, or in connection with this Agreement shall be in the courts of the State of Florida, and venue will be in the Seventeenth Judicial Circuit in and for Broward County, Florida or in the United States District Court for the district that includes Broward County.</p>

	<p>Wells Fargo requires that in addition to a designated state law, which we are willing to negotiate upon award of business, Wells Fargo also requires that the governing law provision to be included in the final contract also include federal law and regulation.</p>
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Deposit preparation guide

Cash deposits

Paper currency and coin only. No checks.

1. Count and bundle paper currency and coins.
 - a. Place all paper currency face up.
 - b. Remove all paper clips and staples.
 - c. Bundle into stacks of 500 notes, as quantity permits. If using currency straps, place in 100-note increments.
 - d. Secure each stack using a single rubber band.

Note If you have coin totaling over \$10.00, prepare it as a separate coin-only deposit as described in [Coin deposits](#).

2. Prepare the deposit slip. On the slip, provide:
 - Deposit date
 - Currency by denomination (if applicable)
 - Coin total, if under \$10.00
 - Deposit total
3. Review the deposit slip. Verify that the following information is recorded accurately:
 - Deposit date
 - Currency and coin amounts
 - Deposit total
 - Company name
 - Location number
4. Package the deposit.
 - a. Place the cash and deposit slip in a clear, tamper-evident plastic deposit bag. The deposit ticket should be placed in a pocket, pouch, or a place inside the bag that is visible from outside the bag. If the contents exceed the bag limits, label the bags (**1 of 2** and **2 of 2**, for example).
 - b. Write your company name, location number, deposit total, and deposit destination on the outside of plastic deposit bag.
 - c. Place the original deposit slip and cash bundles inside bag. Keep one copy of the deposit slip for your records.
 - d. Seal the clear plastic deposit bag. Keep the tear-off bag receipt for your records.

Coin deposits

No checks or paper currency. The weight of any bag cannot exceed 50 pounds.

1. Count and package the coin.
 - Standard full or half coin bag—predefined amount of one denomination (see [Standard coin bag amounts on page 3](#)).
 - Partial coin bag—coin of one denomination in other than half-bag or full-bag amounts.
 - Mixed coin bag—mixed denomination of coin with known total value.
 - Subject-to-count (STC) bag—mixed or same denomination of uncounted coin. Weigh each bag separately.

Note Coin bags are not returned.

2. Prepare the deposit slip. On the slip, provide:
 - Deposit date
 - Bag serial number
 - Coin total (for STC deposits, write **STC**)
 - Deposit total (for STC deposits, leave blank)

Note Prepare a separate deposit slip for subject-to-count (STC) bag deposits.

3. Package the deposit.
 - a. Place the deposit slip in a separate bag or envelope.
 - b. Complete all pertinent information in writable areas. Include processor information at the top of the bag.
 - c. Gather the coin, then load and seal the bag. Do NOT remove the processor receipt at the top of the bag.
 - d. For a standard coin bag, attach a color-coded adhesive label showing the dollar amount and coin type in the upper left corner as indicated.
4. Present the coin deposit to the armored carrier.
 - a. Complete one armored shipping manifest for the coin bag(s) and another for the documentation envelope or bag that contains the deposit slip.
 - b. Write the bag serial number on the manifest.
 - c. Address the envelope to your designated Wells Fargo Cash Vault.
 - d. Retain the pink copy of the manifest and a copy of the deposit slip(s) for your records.

Note Do not attach the envelope to the clear plastic deposit bag or place it inside the bag. This will delay posting.

Check deposits

Checks only. No paper currency, coin, bearer bonds, non-cash coupons, stock certificates, securities, or other valuables.

1. Endorse and bundle the checks.
 - a. Endorse the back of each check with:
 - Company name
 - Location number
 - Bank name
 - Bank account number
 - b. Stack the checks.
 - Place all checks face up in the same direction and in stacks of 250 checks or less.
 - Remove all paper clips or staples.
 - Secure each stack with a single rubber band.
 - c. Run a check listing and prepare the bundles.
 - Run an itemized check listing to total each stack. On each listing, provide:
 - Company name
 - Location number
 - Bank account number
 - Deposit date
 - Keep checks in the same order as shown on the check listing.
 - Place the check listing on top of the check stack.
 - Place a second rubber band around the checks and check listing.
2. Prepare the deposit slip. On the slip, provide:
 - Deposit date
 - Total of each bundle (limit: 10 bundles per bag)
 - Check deposit total
 - Deposit total
3. Package the deposit.
 - a. Gather the check bundles (limit: 10 bundles per bag).
 - b. Review the deposit slip. Verify that the following information is recorded accurately:
 - Deposit date
 - Check bundle totals
 - Deposit total
 - Company name
 - Location number
 - c. Place items in a clear plastic deposit bag and seal the bag.
 - Write your company name, location number, deposit total and deposit destination on the outside of the clear plastic deposit bag.
 - Place original deposit slip and check bundles inside the bag. Keep one copy of the deposit slip for your records.
 - Seal the clear plastic deposit bag. Keep the tear-off bag receipt for your records.

Mixed deposits (available at select locations)

Can include coin, paper currency, and checks. No bearer bonds, non-cash coupons, securities, or other valuables.

1. Count and bundle the currency and coins.
 - a. Place all currency face up.
 - b. Remove all paper clips and staples.
 - c. Bundle the currency into stacks of 500 notes, as quantity permits.
 - d. Secure each stack using a single rubber band.

Note *If you have coin totaling over \$10.00, prepare it as a separate coin-only deposit as described in [Coin deposits on page 1](#).*
2. Endorse and bundle the checks.
 - a. Endorse the back of each check with:
 - Company name
 - Location number
 - Bank name
 - Bank account number
 - b. Stack the checks.
 - Place all checks face up in the same direction and in stacks of 250 checks or less.
 - Remove all paper clips or staples.
 - Secure each stack with a single rubber band.
 - c. Run a check listing and prepare the bundle.
 - Run an itemized check listing to total each stack. On each listing, provide:
 - Company name
 - Location number
 - Bank account number
 - Deposit date
 - Keep checks in the same order as shown on the check listing.
 - Place the check listing on top of the check stack.
 - Place a second rubber band around the checks and check listing.
3. Prepare the deposit slip. On the slip, provide:
 - Deposit date
 - Currency by denomination (if applicable)
 - Currency and coin total
 - Total of each check bundle
 - Deposit total
4. Package the deposit.
 - a. Gather the check bundles (limit: 10 bundles per bag).

- b. Review the deposit slip. Verify that the following information is recorded accurately:
- Deposit date
 - Currency and coin total
 - Check bundle totals
 - Deposit total
 - Company name
 - Location number
- c. Place items in a clear plastic deposit bag, keeping currency and check bundles separate (do not merge), and seal the bag.
- Write your company name, location number, deposit total, and deposit destination on the outside of the bag.
 - Place original deposit slip and check bundles inside the bag. Keep one copy of the deposit slip for your records.
 - Seal the clear plastic deposit bag.
 - Keep the tear-off bag receipt for your records.

Deposit supplies checklist

To order supplies, call 1-877-851-7258.

Deposit contains	Supplies checklist
Paper currency and coin	<ul style="list-style-type: none"> • Deposit slips • Bank-approved cash deposit bag (clear plastic, see-through, tamper-evident) • Currency straps (color-coded by denomination)
Checks	<ul style="list-style-type: none"> • Deposit slips • Bank-approved cash deposit bag (clear plastic, see-through, tamper-evident) • Endorsement stamp with store name, account number, location number
Coin only (greater than \$10)	<ul style="list-style-type: none"> • Deposit slips • Colored adhesive labels • Plastic coin deposit bag • Envelopes

Deposit preparation tips

- Endorse all checks with your company name, account number, and location number.
- Always keep the tear-off bag receipt that is preprinted with the bag serial number.
- On the outside of every cash or check deposit bag, write:
 - Company name
 - Location number
 - Deposit destination
 - Deposit total
- Ensure all adhesive areas on the deposit bag is sealed
- Balance the deposit slip. Add currency, coin, and checks, then subtract the deposit slip total. The result should be zero.

Customer information

Location name _____

Location number _____

Armored carrier name _____

Armored carrier phone _____

Pickup time _____

Cash vault location _____

Change order phone number _____

Other _____

For general questions, call your Customer Service Officer or the service number on your bank statement.

Standard coin bag amounts

	Standard half bag amount	Standard full bag amount
Pennies	\$25	\$50
Nickels	\$100	\$200
Dimes	\$500	\$1,000
Quarters	\$500	\$1,000
Halves	\$500	\$1,000
Dollars	\$1,000	\$2,000



Coupon & Envelope Specifications

Retail and Wholetail Lockbox Customers

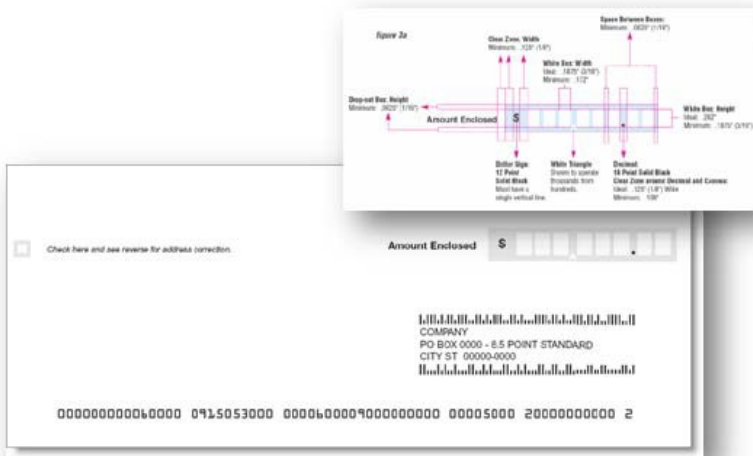


Table of Contents

Section 1 - OCR Remittance Coupon Specifications..... 3

- Physical Characteristics 3
- Paper 3
- Coupon Design 4
- Coupon Printing 5
- Scannable Ink 5
- Drop-Out Ink 5
- Plain English Fields 7
- Recognition Field for Hand-Written Dollar Amount Remitted..... 7
- OCR Scanline Font 8
- Characteristics of the OCR Scanline 8
- OCR Scanline Fixed Length 9
- Perforation..... 9
- OCR Scanline Position 9
- OCR Check Digit Verifier 10
- OCR Scanline Rejects 10
- Registration Marks 10
- Mark Sense and Change of Address (COA) Fields 11
- Sample of a *Properly* Designed OCR Remittance Coupon 12
- Sample of coupon with Optional Credit Card Fields 13
- Sample - Credit Card Redaction 14
- Sample of a *Poorly* Designed OCR Remittance Coupon..... 15
- What Not To Do When Designing a Coupon: 15

Section 2 - OCR Scanline Check Digit Specifications 16

- An Example of a Preferred Check Digit Calculation 16
- Alpha Character Conversion 17

Section 3 - Courtesy Reply Envelope Specifications 18

- Courtesy Reply Mail 18
- Physical Characteristics 18
- Paper 18
- CRM Design 19
- Delivery Point Barcode..... 20
- CRM Window Location & Properties 20
- FIM 21
- Orientation Marks 22
- Sample of a *Properly* Designed CRM Envelope 23
- CRM Window Location 24
- Sample of a *Poorly* Designed Envelope..... 25

Appendix 1 - Acceptable Drop-Out Inks for OCR Scanning..... 26

Appendix 2 - Customer Standard Performance Plus for Use with Web Knives 27

Appendix 3 - Seal Flap Adhesive 28

Section 1 - OCR Remittance Coupon Specifications

OCR Remittance Coupons contain the information essential for processing. The remittance coupon information is captured electronically by OCR remittance processing equipment. Because OCR equipment is sensitive to variations in coupon size and encoding specifications, several factors should be considered when designing a new coupon for remittance processing. Detail specifications for the coupon design are provided in the table below.

Important: Any exceptions to the following specifications will need to be evaluated and approved by Wells Fargo.


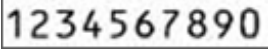


DETAILS	COMMENTS	SPECIFICATIONS	
<p>Physical Characteristics</p>	<p>The physical characteristics of the coupon (<i>quality of paper, including size, weight, and smoothness</i>) determine how well and how consistently the coupon can be scanned.</p> <p>The coupon should be sized for a comfortable fit within the Courtesy Reply Mail (CRM) envelope. A fit, which is too tight, can cause folding and damage. A fit, which is too loose, requires a larger window.</p>	<input type="checkbox"/> Length	<p>Preferred Length: 7.00" Minimum Requirements: 5.87" Maximum Requirements: 8.75"</p>
		<p><i>The size of the coupon should be different from the size of a personal and/or commercial size check.</i> Average size of personnel check: 6" Average size of commercial check: 8"</p>	
		<input type="checkbox"/> Height	<p>Preferred Height: 3.50" Minimum requirements: 3.37" Maximum requirements: 3.67"</p>
		<ul style="list-style-type: none"> ▪ Coupons are required to have a 0.125" (1/8) shift space on both sides after inserting the coupon inside the envelope. ▪ Height to length ratio minimum is 1:3. Must not exceed 2:3. 	
<p>Paper</p>	<p>The paperweight is extremely important in reducing misapplications. Re-unites, after extraction track jams, are the primary reasons for misapplications.</p> <p>Image clarity is greatly affected by the quality of the paper and the quality of print.</p>	<input type="checkbox"/> Weight	<p>Preferred Weight: 24 lb. Minimum Requirements: 20 lb. Maximum Requirements: 24 lb.</p> <p>Recycled paper <i>must be</i> 24 lb. or greater</p>

<p>Paper <i>Continued...</i></p>		<input type="checkbox"/> Thickness	<p>Preferred Thickness: 0.009" Minimum Requirements: 0.007" Maximum Requirements: 0.0095"</p>
		<ul style="list-style-type: none"> ▪ All coupons for a single box must be the same size and thickness. Variations exceeding 0.0004" will degrade the out sorting. 	
		<input type="checkbox"/> Color	<p>White paper is Required with a reflectance greater than 70%</p>
		<input type="checkbox"/> Stiffness	<p>Reading of 60-100 mg minimum (<i>Gurley</i>)</p>
		<input type="checkbox"/> Smoothness	<p>Reading of more than 200 mg Sheffield Flow Units is preferred</p>
		<input type="checkbox"/> Dirt level	<p>< 10 parts per million & 150 marks per 1000" square</p>
		<ul style="list-style-type: none"> ▪ Avoid using high gloss, low porosity, and coated paper. ▪ Long grain paper is recommended for all paperweights but is a requirement for paper weights under 24 lbs. <ul style="list-style-type: none"> ○ Short grain paper must be 28 lbs. or greater. ▪ Avoid background interference such as underlines, watermarks, and halftones. 	
<p>Coupon Design</p>	<p>The statement portion should not resemble the coupon portion that will be remitted, or the Scanline must be placed on both portions. <i>(It is not uncommon for customers to remit the wrong portion.)</i></p>	<ul style="list-style-type: none"> ▪ No holes are allowed in the coupon. ▪ For quality controls, the customer's name must appear on the front of the coupon. ▪ The lower reverse side of the coupon, 1.6 inches from the bottom edge, is used for the placement of the audit trail and should remain clear of any print. 	

DETAILS	COMMENTS	SPECIFICATIONS	
<p>Coupon Printing</p>	<p>Print vendors must retain an approved original Wells Fargo OCR coupon and CRM envelope as a standard for judging forms delivered in production quantities.</p> <p>The ratio between print reflectance and background reflectance is measured using the print contrast signal (PCS).</p>	<ul style="list-style-type: none"> ▪ Impact printing produces unsatisfactory scanning results and cannot be accepted. ▪ Laser print is required, free of smudges and voids. ▪ If the coupon has printing on both sides, the opacity must be greater than 85% to ensure the printing on the reverse side does not show through when imaged. ▪ The scannable print (<i>used for all information, including headings/captions on the coupon</i>) must have a PCS of 0.60 or greater with respect to the background. 	
<p>Scannable Ink</p>	<p>High iron content in ink may appear as MICR in the OCR line.</p>	<ul style="list-style-type: none"> ▪ The characteristics for inks used in scanning and imaging: Matte-finished, lead free and non-reflective. ▪ Magnetic is strongly discouraged. ▪ Colors for OCR Printing: Do not use blue, gray, or red ink for the delivery address field, barcodes, or the scanline. <i>See Appendix 4.1 for acceptable colors.</i> ▪ The PCS must be greater than 0.60 in order for an image to appear during scanning. 	
		SCANNABLE INK REFLECTANCE TO PRODUCE A PCS OF 0.60	
		Background Reflectance	Minimum Reflectance
		80 %	32 %
		75 %	30 %
		70 %	28 %
		65 %	26 %
		60 %	24 %
<p>Drop-Out Ink</p>	<p>Printing certain areas in drop-out ink allows the scanning of handwritten/printed areas to be detected and read more accurately.</p> <p>Drop-out print reduces image size and storage requirements, speeds image processing, and makes the images easier to view on an image display screen.</p>	DROP-OUT INK REFLECTANCE TO PRODUCE A PCS OF 0.20	
		Background Reflectance	Background Reflectance
		80 %	80 %
		75 %	75 %
		70 %	70 %
		65 %	65 %
		60 %	60 %

<p>Drop-Out Ink <i>Continued...</i></p>	<p>It is less expensive to print a coupon with a single color of ink than two or more colors. The solution is to print the different portions of the coupon with different densities of the same color.</p> <p>Desirable drop-out ink colors are listed in Appendix 1</p>	<ul style="list-style-type: none"> ▪ Drop-out ink must have a PCS of less than 0.20 for the print to disappear from the image. ▪ Drop-out ink is recommended in the following areas: <ul style="list-style-type: none"> ○ Check block placed on the front of the coupon for change of address ○ The lines provided to write the address changes ○ The courtesy field for the customer to write in the amount remitted ○ Instructions on how to remit payment ○ Nonessential information such as the background, rules and graphics ○ Any print that is within 0.250" (1/4") of data that is to be captured.
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DETAILS	COMMENTS	SPECIFICATIONS																							
<p>Plain English Fields</p>	<p>The Plain English fields must contain the necessary fields to validate the account number as well as direct the payment to the proper location in the output file.</p> <p>If the check digit is <i>embedded</i> in the account number and needs to be keyed it should be included in the plain English area as part of the account number.</p> <p>If check digit is separate and does not need to be keyed it should NOT be included in the plain English area.</p>	<ul style="list-style-type: none"> ▪ The Plain English fields should be 10-14 points with sans serif fonts. (<i>Helvetica is a font that can be imaged well.</i>) ▪ If a check digit is used on the account number, the check digit is required to be the last digit of the account number in the Plain English field. ▪ Each field on the coupon should have a clear caption such as “Amount Due” or “Account Number.” ▪ The Plain English fields should be positioned on the right side of the coupon or across the top of the coupon, grouped by types. ▪ The Plain English fields should read in the same order as the scanline. 																							
<p>Recognition Field for Hand-Written Dollar Amount Remitted</p>	<p>The field should be a clear box with no decimal points or dollar signs.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; background-color: #cccccc;">LOCATION OF HANDWRITTEN RECOGNITION FIELD</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;"><input type="checkbox"/> Placement from edge of coupon</td> <td style="width: 50%;">Minimum: 0.25"</td> </tr> <tr> <td><input type="checkbox"/> From bottom edge of coupon</td> <td>Recommended 1.50" Minimum: 1.00"</td> </tr> <tr> <td><input type="checkbox"/> Clear band around recognition field</td> <td>Minimum: 0.25"</td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> ▪ The “Amount To Be Remitted” field should have a well-defined caption. The font should be 8 -10 points. ▪ Do not shade the “Amount To Be Remitted” box unless drop-out ink is used. Drop-out ink is used to indicate the location of the dollar amount. </td> </tr> <tr> <th colspan="2" style="text-align: center; background-color: #cccccc;">RECOMMENDATIONS FOR CHARACTER BOXES</th> </tr> <tr> <td><input type="checkbox"/> Border Thickness</td> <td>Recommended: .150" Minimum: 0.125"</td> </tr> <tr> <td><input type="checkbox"/> Separator Bar</td> <td>Recommended: 0.030" Minimum: 0.020"</td> </tr> <tr> <td><input type="checkbox"/> Inner Height of Character Boxes</td> <td>Recommended: 0.220" Minimum: 0.180"</td> </tr> <tr> <td><input type="checkbox"/> Inner Width of Character Boxes</td> <td>Recommended: 0.180" Minimum: 0.150"</td> </tr> <tr> <td><input type="checkbox"/> Height/Width Ratio for Boxes</td> <td>Recommended: 1.2/ 1 Minimum: 1.1/ 1</td> </tr> </tbody> </table>		LOCATION OF HANDWRITTEN RECOGNITION FIELD		<input type="checkbox"/> Placement from edge of coupon	Minimum: 0.25"	<input type="checkbox"/> From bottom edge of coupon	Recommended 1.50" Minimum: 1.00"	<input type="checkbox"/> Clear band around recognition field	Minimum: 0.25"	<ul style="list-style-type: none"> ▪ The “Amount To Be Remitted” field should have a well-defined caption. The font should be 8 -10 points. ▪ Do not shade the “Amount To Be Remitted” box unless drop-out ink is used. Drop-out ink is used to indicate the location of the dollar amount. 		RECOMMENDATIONS FOR CHARACTER BOXES		<input type="checkbox"/> Border Thickness	Recommended: .150" Minimum: 0.125"	<input type="checkbox"/> Separator Bar	Recommended: 0.030" Minimum: 0.020"	<input type="checkbox"/> Inner Height of Character Boxes	Recommended: 0.220" Minimum: 0.180"	<input type="checkbox"/> Inner Width of Character Boxes	Recommended: 0.180" Minimum: 0.150"	<input type="checkbox"/> Height/Width Ratio for Boxes	Recommended: 1.2/ 1 Minimum: 1.1/ 1
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DETAILS	COMMENTS	SPECIFICATIONS
<p>OCR Scanline Font</p>	<p>Designing the OCR scanline is the most important step in the quality process.</p> <p>The scanline must be laser printed and must be free of smudges, voids, and have the smallest percentage of MICR ink that is required to produce toner ink.</p> <p>Nominal horizontal character pitch must be 10 characters per inch. The minimum acceptable clear space between characters is 0.014 inches.</p> <p>Standard Font Size for OCR – A / OCR-B = 12 Points (Important: Must conform to the nominal horizontal character pitch as outlined above)</p>	<ul style="list-style-type: none"> OCR-A Numeric: Must comply with ANSI X3.17 specification.  OCR-B Numeric: Must comply with ANSI X3.49 specification and requires Wells Fargo approval.  OCR-A Numeric is the preferred font. <p>Note: Alpha characters are generally NOT recommended in the Scanline and requires WF Approval</p> <ul style="list-style-type: none"> OCR-A Alpha - Numeric: Must comply with ANSI X3.17 specification and requires Wells Fargo approval.  OCR-B Alpha - Numeric: Not recommended due to poor read rates. Must have Wells Fargo approval for exceptions. 
<p>Characteristics of the OCR Scanline</p>	<p>Fields that are not required to be in the output file should be excluded from the scanline, unless required for validation or sorting.</p> <p>The OCR scanline must receive successful results from Operations test/review on Lockbox Scanning Equipment.</p> <div data-bbox="456 1455 818 1879" style="background-color: black; color: white; padding: 5px;"> <p>Although Wells Fargo recommends single digit Alpha character conversions, select sites can accommodate multiple digit conversions as long as they are converted to numeric values (no symbols) and a conversion table is provided.</p> <p>Please talk to your WF representative for additional information.</p> </div>	<ul style="list-style-type: none"> Total length of a single scanline should not exceed 79 characters, based on length of coupon. It is highly recommended that an account and dollar amount field is included in the scanline. If a scanline will not have a dollar amount, then the dollar amount field must be all zeros. All items will be unmatched transactions. If multiple dollar amount fields in the scanline are a requirement, the scanline will be reviewed on a case-by-case basis. The OK will be based on the number of characters in the scanline and the other required fields of data. It is a requirement that we have a check digit on the entire scanline. And we prefer to have the check digit on the account number field. To reduce potential misapplications, we prefer not to have alpha characters and symbols in the scanline. However, if the use of alphas is a requirement then the alpha characters must be weighted so that they are included in the check digit routines. The alpha characters can be converted to a one-digit numeric value (ex A=1, B=2). Please refer to the section Alpha Character Conversion Section [p.15] for more information on how to convert alpha characters. In order to correct scanline misreads the Plain English fields must also reflect the numeric value. See note on left for exceptions to this single digit conversion.

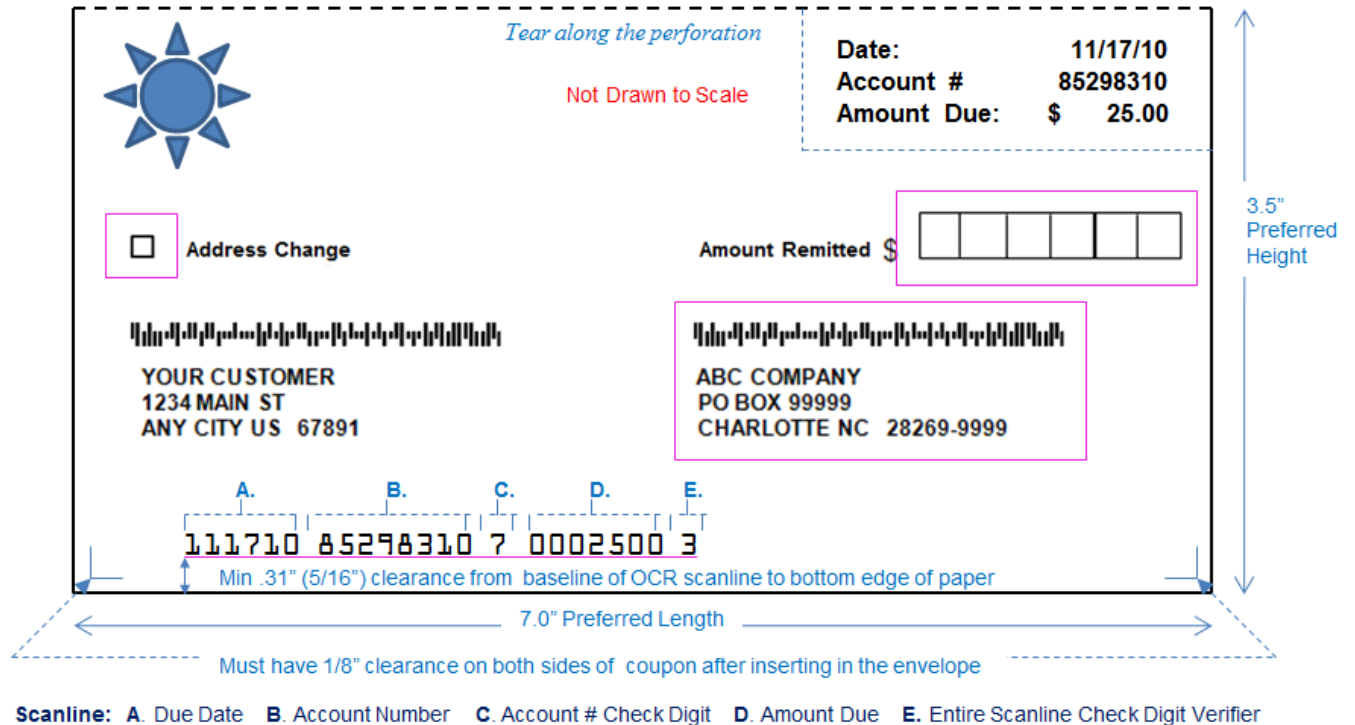
DETAILS	COMMENTS	SPECIFICATIONS
<p>OCR Scanline Fixed Length</p>	<p>When planning the scanline layout, the maximum length allowed for each data field should be determined. Each data field in the scanline should be padded to a fixed length using the maximum length allowed for that field.</p>	<ul style="list-style-type: none"> ▪ Amount and numeric fields should always be right justified and zero padded to the maximum length allowed for that field's data. Amount fields should not contain a decimal point. <ul style="list-style-type: none"> ○ Example: Amount due can be up to 10 digits, therefore amount due of \$25.75 should appear as 0000002575 in the scanline. ▪ Alpha-numeric fields will usually be right justified and zero padded to the maximum length. However, data may be left justified or an alternate non-space padding character may be used (the padding character must be a number or letter, not a special character). If special field justification or padding character is used, it should be documented in the scanline layout specifications provided to Lockbox for review and approval.
<p>Perforation</p>	<p>To eliminate the tearing of the coupon by the remitter, the perforation placement is extremely important. A fine micro perforation is required to prevent torn edges.</p>	<ul style="list-style-type: none"> ▪ Paper weight less than 24 lbs. require a top perforation on the coupon. (Bottom Coupon) ▪ If the fold of the statement is anywhere near the perforation line on the coupon, both the fold and perforation MUST be aligned to ensure coupons are not torn when the coupon is separated from the statement
<p>OCR Scanline Position</p>	<p>We recommend keeping the scanline on the lower part of the coupon no less than 0.31" (5/16") from the bottom edge of the coupon. This will help to eliminate rejects if the extraction equipment needs adjusting because the bottom of the coupon is being sliced.</p>	<ul style="list-style-type: none"> ▪ The OCR scanline position must conform to the following minimum specifications: <ul style="list-style-type: none"> ○ Horizontal placement of the scanline should be no closer than 0.31" (5/16") to the bottom edge of the coupon. This dimension is measured from the bottom edge of the coupon to the bottom edge of the character baseline. See Figure 1.1 ○ The scanline can be positioned from this point upward although the preferred placement is near the bottom part of the coupon. ○ Please ensure that the final placement of the scanline does not show through the driving window of the envelope you will be using. ○ There must be an absolute minimum clear band of 0.500" (1/2") on the top of the scanline and on both sides of the scanline with reference to the coupon's side edges. ○ A single (1) character space between each field is recommended if the field is over four characters long. However, two characters is the maximum amount of space between fields.

DETAILS	COMMENTS	SPECIFICATIONS										
<p>OCR Check Digit Verifier</p>	<p>OCR Scanline Check Digit Routine (see <i>OCR Scanline Check Digit Specifications</i>)</p>	<ul style="list-style-type: none"> ▪ To accurately apply payments, Wells Fargo requires the use of check digit verifier on at least the entire scanline. And we prefer to have a check digit on the account number field. <ul style="list-style-type: none"> ▪ Check digits can be used on every field of data included in the transmission file, or for validation of other scanline data. ▪ If the check digit verifier is used on account number it is required to be the last digit of the account number in the plain English field. ▪ The customer is required to provide the detailed specifications on the check digit verifier as well as examples of the calculation performed on sample data. 										
<p>OCR Scanline Rejects</p>	<p>The most common reasons for scanline rejects:</p> <ul style="list-style-type: none"> ▪ Unapproved revisions to the OCR coupon ▪ The print vendor fails to perform quality check points prior to mass printing, resulting in: <ul style="list-style-type: none"> ○ Skewed scanlines ○ Scanlines printed too high or too low ○ Poor quality printing 	<ul style="list-style-type: none"> ▪ If the OCR scanline reject rate exceeds 3% a surcharge will be applied to the Account Analysis statement. ▪ Rejects count as one reject per coupon. The client will be charged for all rejects, not just the quantity over three percent. The client will be notified before being charged for any rejects. 										
<p>Registration Marks</p>	<p>The print vendor can utilize registration marks on the coupon or statements as cutting indicators so the coupon or statement can be cut properly. The registration marks also help detect skewed images, scanlines, wrinkled paper and/or uneven stock paper.</p>	<ul style="list-style-type: none"> ▪ The registration marks can be placed in opposing corners and can be placed around data to be recognized. <table border="1" data-bbox="833 1430 1450 1759"> <thead> <tr> <th colspan="2" data-bbox="833 1430 1450 1486">REQUIREMENTS FOR REGISTRATION MARKS</th> </tr> </thead> <tbody> <tr> <td data-bbox="833 1486 1144 1556"><input type="checkbox"/> Length</td> <td data-bbox="1144 1486 1450 1556">Minimum - 0.250" (1/4")</td> </tr> <tr> <td data-bbox="833 1556 1144 1625"><input type="checkbox"/> Thickness</td> <td data-bbox="1144 1556 1450 1625">Minimum - 0.04"</td> </tr> <tr> <td data-bbox="833 1625 1144 1694"><input type="checkbox"/> From leading edge</td> <td data-bbox="1144 1625 1450 1694">Minimum - 0.250" (1/4")</td> </tr> <tr> <td data-bbox="833 1694 1144 1759"><input type="checkbox"/> From other fields</td> <td data-bbox="1144 1694 1450 1759">Minimum - 0.250" (1/4")</td> </tr> </tbody> </table>	REQUIREMENTS FOR REGISTRATION MARKS		<input type="checkbox"/> Length	Minimum - 0.250" (1/4")	<input type="checkbox"/> Thickness	Minimum - 0.04"	<input type="checkbox"/> From leading edge	Minimum - 0.250" (1/4")	<input type="checkbox"/> From other fields	Minimum - 0.250" (1/4")
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DETAILS	COMMENTS	SPECIFICATIONS
<p>Mark Sense and Change of Address (COA) Fields</p>	<p>To increase the success of the Mark Sense detection of Change of Address information on the coupon, a Check Box should be utilized in conjunction with Multi Line Address Change fields.</p> <p>Important: Only one mark sense check box may be used on the coupon.</p>	<p style="text-align: center;">CHANGE OF ADDRESS CHECK BOX</p>
		<p><u>Retail Lockbox Recommendations</u></p> <ul style="list-style-type: none"> ▪ A Change of Address [COA] check box, in drop out ink, should be placed on the front of the coupon. The box must be a minimum of 1/8" (0.125") square and have a clear band of 1/4" (0.25"). Do not shade the box unless drop out ink is used. <p><u>Wholesale Lockbox Recommendation</u></p> <ul style="list-style-type: none"> ▪ Utilize a COA check box with a solid border line (vs Drop Out Ink) on the front of the coupon: <ul style="list-style-type: none"> ▪ Shape of checkbox should be a 0.15" – 0.25" square with solid black edges. ▪ Isolated from surrounding text by >=0.25" ▪ Avoid thick border lines <p><u>Applicable to BOTH:</u></p> <ul style="list-style-type: none"> ▪ Preferred location of COA box is the left hand side of the front of the coupon
		<p style="text-align: center;">CHANGE OF ADDRESS FIELDS</p> <ul style="list-style-type: none"> ▪ Multiple Horizontal lines, for address changes are usually printed on the back portion of the coupon in drop out ink. ▪ Lines for the address change must be 1/4" from the edges of the coupon. ▪ Change of Address fields can be placed on the front side of the coupon; although back side address change fields are highly preferred. If front side address change fields are used, the design needs to be tested and approved prior to implementation to ensure that it does not affect any other required field. ▪ NOTE: Please note that any change of address information on the back of the physical coupon could be obscured by a printed audit trail. This will not affect electronic images of the back of the coupon (images are taken prior to the audit trail), only the physical coupon itself.

Sample of a Properly Designed OCR Remittance Coupon

Figure 1.1



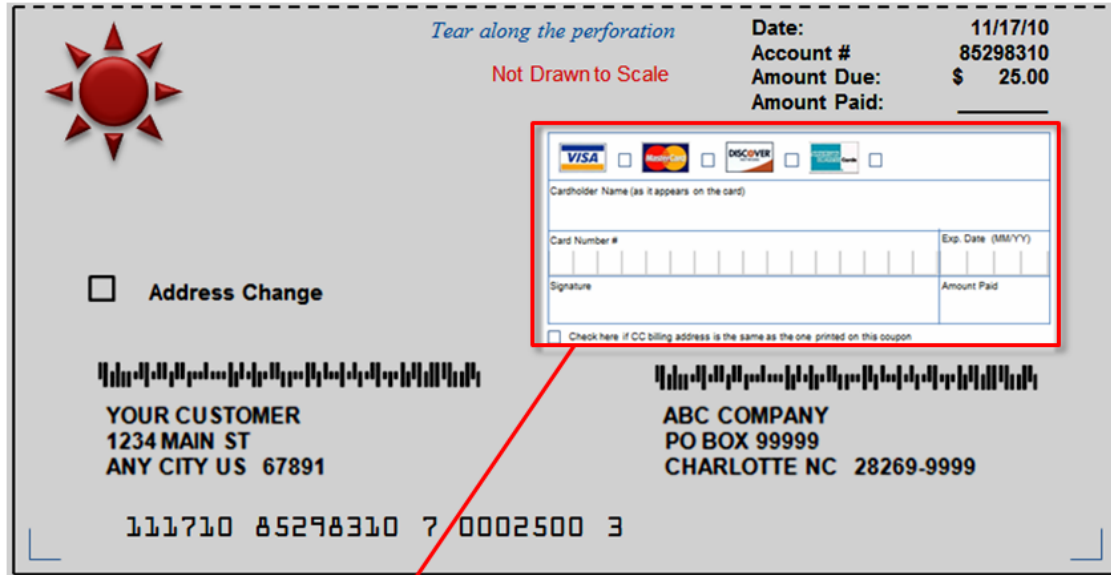
The boxes printed around certain fields represent the fields that require a minimum clear band of 0.25” (1/4”).

The Right Steps to Create a Properly Designed Coupon

- Place the perforation across the top of the OCR coupon. Top perforation is required if the paperweight is less than 24 lbs.
- It is recommended to print character boxes to restrain the handwritten remitted amount. Drop-out ink will improve the accuracy read rate.
- Preference is to place the scanline towards the bottom of the OCR coupon. The scanline must have a minimum clear band of 0.500" from the top and sides of the coupon. See additional comments on the scanline position in the illustration above.
- Print the scanline font in OCR-A for best read rates. The entire scanline cannot exceed 79 characters for a single scanline per coupon. There should NOT be any alpha characters in the scanline for best read rates.
- At a minimum a check digit verifier is required on the entire scanline.
- Ensure the address/barcode appear in the window and maintains the required 0.125" (1/8") clear space when tapped to the full limit horizontally and vertically.
- Ensure every field has the minimum required clear band of 0.250" (1/4") as indicated above in the pink boxes.

Sample of coupon with Optional Credit Card Fields

Figure 1.2



- Minimum Fields required for Credit Card Processing**
- A. Credit Card Type
 - B. Cardholder First/Last Name
 - C. Card Number
 - D. Signature
 - E. Expiration Date
 - F. Amount Paid
 - G. Billing Address Confirmation
Checkbox – See Note below

General Notes Regarding Credit Card Fields:

To ensure best results, the preference is for the Credit Card fields to be printed on the **front** of the coupon.

If more than one coupon layout is used, please ensure that the **Card Number (C)** and **Expiration Date (E)** field (at minimum) are located at the same Horizontal and Vertical Distance from the leading edge of the Coupon. In addition, Height and Width of these fields should stay consistent between coupon layouts.

The use of the (G) **Billing address confirmation check box** requires you to place separate fields on the back of the coupon to capture an alternate billing address. Wells Fargo, at its discretion, may reject transactions in which the alternate billing addresses are used for credit card authorization.

RESTRICTIONS when including Optional Credit Card Fields

In order to protect your customer’s information, please keep the following **restrictions** in mind when designing your coupon:

- Do NOT include a field for **full Social Security Number**.
- Do NOT include a field for a credit card’s **CVV/CVV2 (Card Verification Value) Number**.
- It is strongly advised that you do NOT include a field for **DDA (Demand Deposit Account) Numbers**.

Sample - Credit Card Redaction

The Payment Card Industry (PCI) Data Security Standards mandates that non-public credit card information be protected. For your Wholetail lockbox solution we will redact the credit card information on the remittance coupon images. The entire credit card account number and expiration date on the lockbox coupon images will be masked. See Figure 1.3 related to Wholetail Lockbox

Figure 1.3

Tear along the perforation

Date: 11/17/10
Account # 85298310
Amount Due: \$ 25.00
Amount Paid: _____

Not Drawn to Scale

BEFORE →

Address Change

Check here if CC billing address is the same as the one printed on this coupon

YOUR CUSTOMER
1234 MAIN ST
ANY CITY US 67891

ABC COMPANY
PO BOX 99999
CHARLOTTE NC 28269-9999

111710 85298310 7 0002500 3

Tear along the perforation

Date: 11/17/10
Account # 85298310
Amount Due: \$ 25.00
Amount Paid: _____

Not Drawn to Scale

AFTER →

Address Change

Check here if CC billing address is the same as the one printed on this coupon

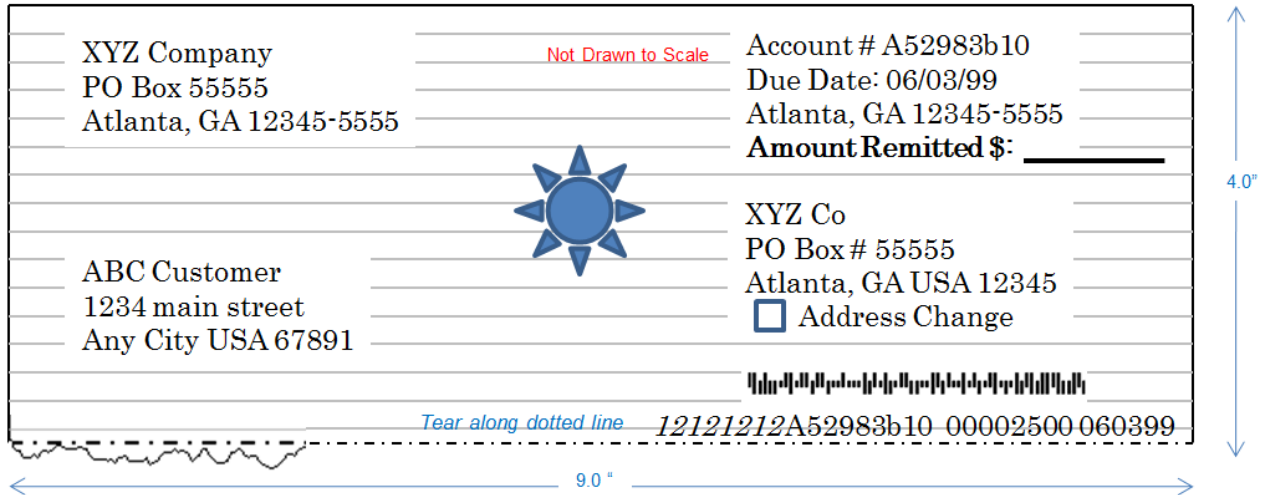
YOUR CUSTOMER
1234 MAIN ST
ANY CITY US 67891

ABC COMPANY
PO BOX 99999
CHARLOTTE NC 28269-9999

111710 85298310 7 0002500 3

Sample of a Poorly Designed OCR Remittance Coupon

Figure 1.4



IMPORTANT: If a “grandfathered” coupon design is used please ensure that the existing coupon scanline adheres to WF guideline specifications at minimum. Additionally, if you are redesigning an existing coupon with an approved scanline, the newly redesigned coupon should have the scanline in the same position as the older approved coupon when possible.

What Not To Do When Designing a Coupon:

OCR remittance coupons that do not comply with Wells Fargo's standards create rejects, misapplied payments and track jams. The following bullet items are considered non-standard and are subject to a non-standard surcharge if any one of the following exists:

- If the coupons are printed on stock paper with horizontal lines, as it will interfere with the reading of the scanline.
- If alpha characters are placed in the account number scheme without including a check digit verifier in the Plain English field. A check digit verifier is required on the entire scanline or on the account number field.
- The OCR scanline positioning is too close to bottom edge of document
- If the courtesy field, for the handwritten amount to be remitted, is too small to legibly write the amount remitted.
- If the remitting address does not comply with USPS Standards.
- If a scanline font is another font other than OCR A.
- If the change of address (COA) box is placed where a check mark could interfere with the reading of the scanline. The check box must have the required clear band of 1/4 surrounding the box.
- If the miscellaneous data is printed on the same line as the OCR scanline and if the data is not included in the output file.
- If a high percentage MICR ink is printed in the OCR scanline where the automated equipment can't tell the difference between the MICR on the check and the coupon.
- If the perforation line is placed at the bottom of the coupon and the paper weight is less than 24 lbs. resulting in the client possibly tearing the coupon.
- A height below the minimum of 3.37" or over the maximum height of 3.67", or if the maximum length is greater than 8.87" or less than 5.87".
- Ensure that Remitter barcode has enough clearance and is not directly above the scanline

Section 2 - OCR Scanline Check Digit Specifications

Important: Check Digit Routine should be evaluated and approved by the customer’s Print Vendor prior to testing. Missing this critical step will result in delays to the testing and overall implementation process.

A check digit routine is a mathematical method of verifying the accuracy of a series of numbers, reading left to right. Check digits are generated by consistently applying a set of rules, or an algorithm, to the series of numbers.

For Wells Fargo to accurately read the scanline, a check digit is required on the entire scanline. Additionally, it is recommended that you have a check digit on the account number field. To further reduce the possibility of a character substitution passing the check digit verification, varying weights and weight selections for multiple check digit fields are critical to the check digit accuracy.

Check digit weights must have a rotating pattern of no more than 25 characters and 1 weight to the replacement value. **Reminder:** Weights can only be applied to characters and not spaces.

Wells Fargo’s preferred check digit routine is **Modulus 10**, sum of digits, with weights of 7,5,3,2. Wells Fargo is able to accommodate other check digit calculation routines. But based on experience we prefer not to use weights of 1,2,1,2,1,2 or 2,1,2,1,2,1. Historically, these weights have proven to be very susceptible to errors when dealing with character substitutions. We have seen cases where the check digit calculation passed with one or more character substitutions. For those who are not versed in OCR (Optical Character Recognition), a character substitution occurs when the OCR read logic misreads a character; for example a “6” is misread as a “5”. By utilizing varying weights for multiple check digit scanlines the likelihood of a character misread passing two check digits is very remote. If the same weights are used for all check digits in a multiple check digit scanline and a character substitution passes one check digit, chances are that the character substitution will pass all further check digit routines. It is this fact that promotes varying the weights for check digits.

An Example of a Preferred Check Digit Calculation

Figure 2.1

Example scanline data:

8529831

Identify the series of numbers	8	5	2	9	8	3	1	TOTAL
Assign weights	7	5	3	2	7	5	3	
Multiply each number by its assigned weight	56	25	6	18	56	15	3	SUM
Sum the digits of the result	5+6 = 11	2+5 = 7	6	1+8 = 9	5+6 = 11	1+5 = 6	3	
Sum	11	18	24	33	44	50	53	53
Divide the Sum by the Modulus 10 to determine the remainder: 53/10 = 5 with a remainder of 3.								
Subtract the remainder* from the Modulus 10 to determine the check digit: 10 - 3 = 7								
<i>*If the remainder is zero, then the check digit equals zero</i>								
The resulting check digit verifier is: 7								

Alpha Character Conversion


Alpha characters can be converted to numeric values by assigning a value of 1 through 9 to each letter in the alphabet as outlined in Figure 2.2. The check digit would then be calculated on the numeric value. **Note that numerical values may be repeated based on the Alpha that is assigned.**

Figure 2.2

Numeric Value	Alpha Value		
1	A	J	S
2	B	K	T
3	C	L	U
4	D	M	V
5	E	N	W
6	F	O	X
7	G	P	Y
8	H	Q	Z
9	I	R	

Example:

The field **A**999**B**999**U**999 would be converted to **A**999**B**999**U**999 for check digit calculation.



Section 3 - Courtesy Reply Envelope Specifications

Courtesy Reply Mail

Courtesy Reply Mail (CRM) refers to business mailings sent to customers by the mailer to expedite payments. **CRM is a requirement for Retail / Wholetail lockbox service.** A properly designed CRM will ensure that responses come back faster because the envelopes are designed with the correctly formatted address, the proper FIM and barcodes, the correct paper weight and a design that will expedite the payments through the USPS automated processing and save on postage.

Important: Lockbox with No CRM requires Wells Fargo Approval

DETAILS	COMMENTS	SPECIFICATIONS OF THE ENVELOPE	
Physical Characteristics	Properly designed envelopes reduce potential damages created by the high-speed sorting equipment at the US Postal Facility and in the Retail / Wholetail Lockbox operation.	<input type="checkbox"/> Length	Preferred Length: 7.25" Minimum Requirement: 6.25" Maximum Requirement: 8.87" <i>(Ave Personal size check: 6") (Ave Commercial size check: 8")</i>
		<input type="checkbox"/> Height	Preferred Height: 3.75" Minimum Requirement: 3.50" Maximum Requirement: 4.40"
		<i>Height to length ratio minimum is 1:3. Must not exceed 2:3.</i>	
		<input type="checkbox"/> Long Seal Flaps	Must fall at least 0.500" from the bottom edge of the envelope.
		<input type="checkbox"/> Windows	Covered windows are generally not recommended for envelopes. There are certain situations where it is preferred depending on the size of the window. See "CRM Window Location & Properties" for more information.
Paper	Paper containing dark fibers, background patterns, black security/safety lining is not recommended. The extraction equipment searches for contents left inside of the envelope and the dark pattern or safety paper can be mistaken as contents.	<input type="checkbox"/> Paper Weight	Preferred Weight: 24 lbs. Minimum Requirement: 20 lbs. Maximum Requirement: 28 lbs.
		Note: Recycled paper must be 24 lbs. or more.	
		<input type="checkbox"/> Thickness	Preferred Thickness: 0.016" Minimum Requirement: 0.009" Maximum Requirement: 0.080"
		<input type="checkbox"/> Color	White is preferred with a reflectance greater than 70%.
		<input type="checkbox"/> Stiffness	High stiffness. Reading of 50 -100 minimum (Gurley).
		<input type="checkbox"/> Smoothness	Reading of > 100 Sheffield flow units
		<input type="checkbox"/> Dirt Level	<10 parts per million & 150 marks per 1000" square.

DETAILS	COMMENTS	SPECIFICATIONS OF THE ENVELOPE
<p>Paper <i>Continued....</i></p>		<ul style="list-style-type: none"> ▪ Long grain paper is recommended for all paper weights but is a requirement for paper weight less than 24 lbs. ▪ Ensure the paper is dense enough to prevent any print from showing through. ▪ The background reflection of at least 50% in the red portion and 45% in the green portion of the spectrum. ▪ Avoid using high gloss, high porosity, and uncoated paper. The paper must allow the USPS to apply water-based ink to dry within one second without smearing.
<p>CRM Design</p>	<p>CRM envelopes are REQUIRED. If you are unable to provide CRM envelopes please notify us immediately so we can consult with you and determine a solution.</p> <p>There are two primary types of CRM Envelope construction.</p> <p><u>RETAIL LOCKBOX PREFERRED</u></p> <p>Diagonal (Cross Seam) Construction:</p> <p>Diagonal cross seam construction is the recommended envelope construction for Retail Lockbox as it reduces the risk of checks becoming trapped in the seams.</p> <p><u>WHOLETAIL LOCKBOX PREFERRED</u></p> <p>Side Seam Construction:</p> <p>Side seam construction is the recommended envelope construction for Wholetail Lockbox. See specifications to the right for minimum requirements for side seam construction.</p>	<p><u>Envelope Construction Options</u></p> <ul style="list-style-type: none"> ▪ Diagonal or cross seam design is a common style of remittance envelope construction because checks have less of a chance to be trapped under seams. ▪ Side seam design options <p><u>Side Seam Option One – Customer Standard Performance Plus for Use with Web Knives</u> (Tension Envelope) or similar – See Appendix 2 for detailed envelope diagram.</p> <p><u>Side Seam Option Two – Minimum Side Seam Requirements:</u></p> <ul style="list-style-type: none"> ○ Paper weight of 24 lbs or greater ○ Envelope is less than 8.50" ○ High stiffness is maintained <p><u>Other Important Considerations</u></p> <ul style="list-style-type: none"> ▪ The glue used should be double beaded (<i>double glue line</i>) on the side flaps or the glue is placed 0.125" (1/8") on the inside edge. ▪ Glue must be strong enough to ensure seam flaps remain closed during processing on high speed equipment. ▪ Seal flap adhesives should be placed as close to each flap edge as possible (in accordance with your envelope manufacturer’s maximum allowable tolerances) in order to minimize jams on high speed lockbox equipment. See Appendix 3 for example ▪ Heavy printing is not on the seams. (<i>Heavy printing will prevent the glue from adhering properly and is not permitted.</i>) ▪ Side seams are not over 1" wide ▪ Bangtails (<i>advertising flaps</i>) must be approved because the design creates exceptions that must be handled manually. If bangtails are approved, each time the design changes a production test must be performed again. ▪ Envelopes to be run together as one job must not exceed .001" in thickness variation. <p>Important: Envelope construction must be tested to ensure that it meets all minimum standards. Proposed envelopes should be able to withstand multiple passes on Post Office equipment prior to receipt at the lockbox site. In addition, envelopes must be tested on high speed lockbox equipment prior to final approval.</p>

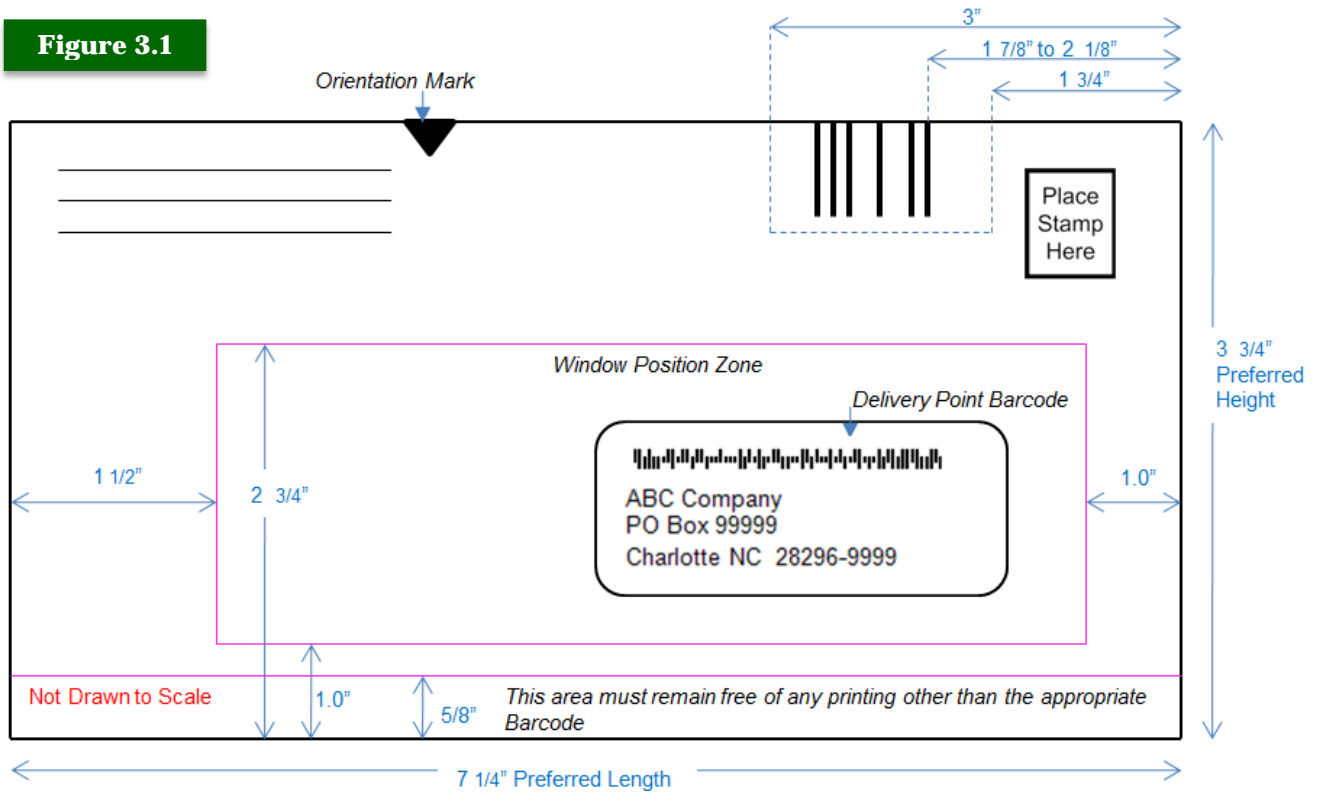
DETAILS	COMMENTS	SPECIFICATIONS OF THE ENVELOPE					
<p>Delivery Point Barcode</p>	<p>Equipment and software that print the INTELLIGENT MAIL BARCODE® are available from many vendors. You can obtain a list of vendors from postal account representatives, postal centers or the USPS Web site.</p> <p>When purchasing any software or equipment, make sure the USPS certifies the software.</p>	<ul style="list-style-type: none"> ▪ Bar Code information is available from the U.S. Postal Service website [Copy and Paste the below link(s) directly to your browser if clicking on the link returns an error]: INTELLIGENT MAIL BARCODE [IMB] getting started: https://ribbs.usps.gov/onecode_solution/documents/getstrtd/USPSIMB_Getting_Started.pdf IMB Fonts and Encoder Download: https://ribbs.usps.gov/onecodesolution/download.cfm INTELLIGENT MAIL BARCODE Specifications: https://ribbs.usps.gov/intelligentmail_mailpieces/documents/tech_guides/USPSB3200IntelligentMailBarcode4State.pdf The USPS requires a clear band at the bottom of the envelope in order for their equipment to spray the INTELLIGENT MAIL BARCODE® delivery barcode for further processing. <p style="text-align: center;">CLEAR READ ZONE ON BOTTOM OF ENVELOPE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="815 831 1045 873" rowspan="2"> <ul style="list-style-type: none"> ▪ The Barcode Clear Read Zone </td> <td data-bbox="1045 831 1466 873"> Height: 0.625" (5/8") </td> </tr> <tr> <td data-bbox="1045 873 1466 940"> Length: 4.750" (4 3/4") </td> </tr> <tr> <td colspan="2" data-bbox="1045 940 1466 1083"> Bottom Right Edge: Extends up 0.125" (1/8") at least 4.750" leftward from the right edge of the envelope. </td> </tr> </table>	<ul style="list-style-type: none"> ▪ The Barcode Clear Read Zone 	Height: 0.625" (5/8")	Length: 4.750" (4 3/4")	Bottom Right Edge: Extends up 0.125" (1/8") at least 4.750" leftward from the right edge of the envelope.	
<ul style="list-style-type: none"> ▪ The Barcode Clear Read Zone 	Height: 0.625" (5/8")						
	Length: 4.750" (4 3/4")						
Bottom Right Edge: Extends up 0.125" (1/8") at least 4.750" leftward from the right edge of the envelope.							
<p>CRM Window Location & Properties</p>	<p>While most windowed envelopes can run on automated equipment, optimum performance is achieved by proper window placement and construction. <i>See Figure 3.2</i></p>	<ul style="list-style-type: none"> ▪ The opening mechanism (<i>suction cup or friction</i>) must not overlap uncovered windows. ▪ The area (<i>and closely adjacent areas</i>) where the opening mechanism operates must be structurally intact and free of damage. <p>Window covering considerations: Please keep the following considerations in mind when using a covered window:</p> <ul style="list-style-type: none"> ○ <u>Uncovered windows are Preferred.</u> However, large uncovered windows create structure weakness. ○ <u>Covered windows:</u> Preferred only if the window must be large. Covering must be non-tinted clear or transparent material (e.g., cellophane, glassine or polystyrene). ○ Glassine covering holds much less static than most plastic materials, but can be too opaque, making it difficult to read barcodes. The covering must be tested for reflectance. ○ It is recommended that the print vendor “control the static electricity” during manufacturing and insertion of coupon in the envelope. ○ To prevent slivers from being created during the cutting process, the material used for covering must not be located within 0.125" (1/8") of any edge of the envelope. 					

DETAILS	COMMENTS	SPECIFICATIONS OF THE ENVELOPE	
<p>FIM</p>	<p>The USPS requires the FIM (Facing Identification Mark) to be printed in the upper right hand corner of every CRM envelope. The FIM is used so computerized cancellation equipment can align postmarks and direct the mail piece properly through the US postal system.</p>	<ul style="list-style-type: none"> ▪ FIM A pattern is the proper type for CRM. ▪ The ink to be used in printing the FIM must have a PCS of 0.60 or greater with respect to the background. ▪ FIM Location: The FIM clear zone must contain no printed matter other than the FIM A pattern. ▪ FIM bars must be between 1/2 and 3/4 inch high and 0.03125 (1/32 inch) (± 0.008 inch) wide. 	
		FIM MEASUREMENT REQUIREMENTS	
		<input type="checkbox"/> The FIM Clear Zone	<ul style="list-style-type: none"> ▪ The zone area is 1.250" (1-1/4") wide and 0.625" (5/8") deep
		<input type="checkbox"/> The Boundary Of FIM Clear Zone	<ul style="list-style-type: none"> ▪ The right boundary of the clear zone must be 1 3/4" from the right edge of the envelope
		<input type="checkbox"/> FIM Clear Zone	<ul style="list-style-type: none"> ▪ The left boundary of the clear zone must be 3" from the right edge of the envelope.
		<input type="checkbox"/> The Right-Most FIM Bar	<ul style="list-style-type: none"> ▪ Must be 2" (+ or - 0.125") from the right edge
		<input type="checkbox"/> Measurement Of Bars	<ul style="list-style-type: none"> ▪ Height: 0.625" (5/8")
			<ul style="list-style-type: none"> ▪ Width: 0.03125" (1/32")
		<input type="checkbox"/> The Top Of The Bars	<ul style="list-style-type: none"> ▪ Must be no lower than 0.125" (1/8") from the top edge.
<input type="checkbox"/> The Bottom Of The Bars	<ul style="list-style-type: none"> ▪ The bars should touch the bottom edge of the FIM clear zone but must not be > 0.125" above or below the edge. 		

DETAILS	COMMENTS	SPECIFICATIONS OF THE ENVELOPE
Orientation Marks	<p>Orientation marks on the edges of the envelopes are highly recommended to assist in confirming orientation during mail preparation.</p> <p>However, printing the orientation marks on the corner edges of the envelopes will prevent optical detection of folded corners inside the envelope.</p>	<ul style="list-style-type: none"> ▪ The marks can be any color and/or design. ▪ Restriction On Placing The Orientation Marks: The FIM and barcode clear zone areas and a minimum 0.250" (1/4") from the corners of the envelopes. ▪ Placing a primary orientation mark across the top of the envelope and a secondary orientation mark along the bottom creates a very effective dual orientation mark system. ▪ Multiple boxes per client, within one site, are encouraged to use a different color orientation mark for each box.
Return Address Section	<p>The Return Address field should be left blank so the consumer can write in their address.</p> <p><i>The Lockbox Address should NOT be used as a return address for any reason.</i></p>	<ul style="list-style-type: none"> ▪ The area for the return address should be located 2 3/4" higher than the bottom edge of the envelope. ▪ The return address area is 33% of the envelope height maximum. ▪ The width of the return address area should be no more than half of the envelope width.
Suggestions	<p>Market research shows that customers who are instructed on how to remit the payment and/or "thanked" are more likely to follow the guidelines.</p>	<ul style="list-style-type: none"> ▪ Place the company name or logo on the outside of the envelope so your customer will know which envelope they should use when remitting the payment. ▪ "Please apply postage stamp in the stamp field" ▪ "Thank you for not sending cash" ▪ "Thank you for not stapling or using paper clips" ▪ "Thank you for sending your correspondence to the following address xxx" (<i>Your company's customer service department.</i>)

Sample of a *Properly* Designed CRM Envelope

Figure 3.1



Points for Ensuring the CRM Envelope Is Designed Properly

- Ensure the physical characteristic requirements are met for the construction of the
- Courtesy Reply Mail Envelope outlined in the CRM Design.
- The USPS delivery barcode and the FIM barcode must have the required clear zone area.
- The clear band area between the delivery point barcode and the remitting address on the coupon must have the required 0.125" (1/8") clear band.
- Ensure the format of the address meets the USPS requirements for alignment and formatting.
- Orientation marks on the edges of the envelope assist in confirming the orientation of the mail.

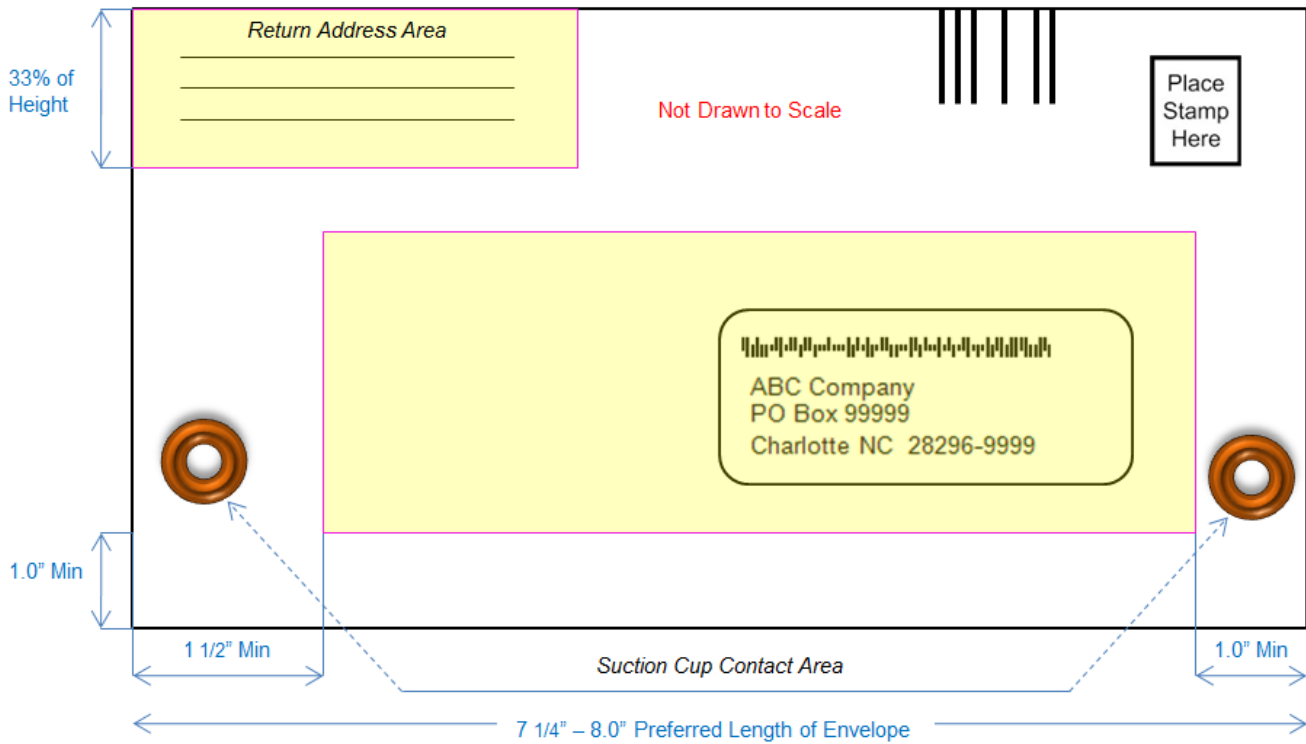
CRM Window Location

While most windowed envelopes can run on automated equipment, optimum performance is achieved by proper window placement and construction. Improper placement of the envelope window can severely degrade the performance of automated extraction equipment.

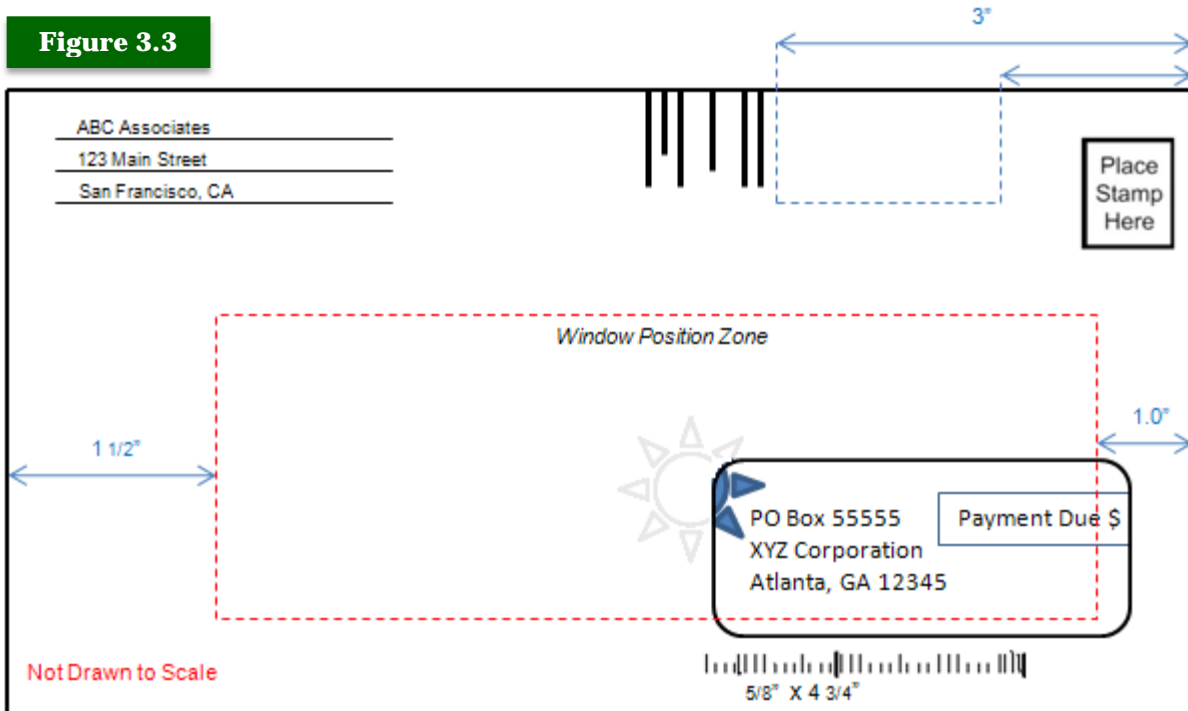
Two rules apply:

1. The opening mechanism (*suction cup or friction*) must not overlap uncovered windows.
2. The area (*and closely adjacent areas*) where the opening mechanism operates must be structurally intact and free of damage. A common problem of this type occurs when an uncovered window is located too near to the edge of the envelope and is torn by Post Office sorting equipment.

Figure 3.2



Sample of a *Poorly Designed Envelope*



Key Points That Make This a *Poorly Designed Envelope*

- Company logo interferes with the address in the window.
- The barcode strokes for delivery address and FIM barcodes are not uniform.
- FIM bars are not located in the proper location and the wrong FIM barcode is used.
- The delivery address line is not formatted correctly or in the proper order per the USPS Guidelines.
- The window is too large for the address revealing miscellaneous information (payment due) and the format of the address does not meet the clear band requirements within the window.
- The window is positioned less than the 1.00" requirement from the leading right edge.

Appendix 1 - Acceptable Drop-Out Inks for OCR Scanning

Recommended drop-out inks in reference to Summit Screen Inks, formerly of Sinclair and Valentine OCR Inks.

Your print vendor can provide proper diagram clearance specifications for Preprint and Laser Drop-out boxes.

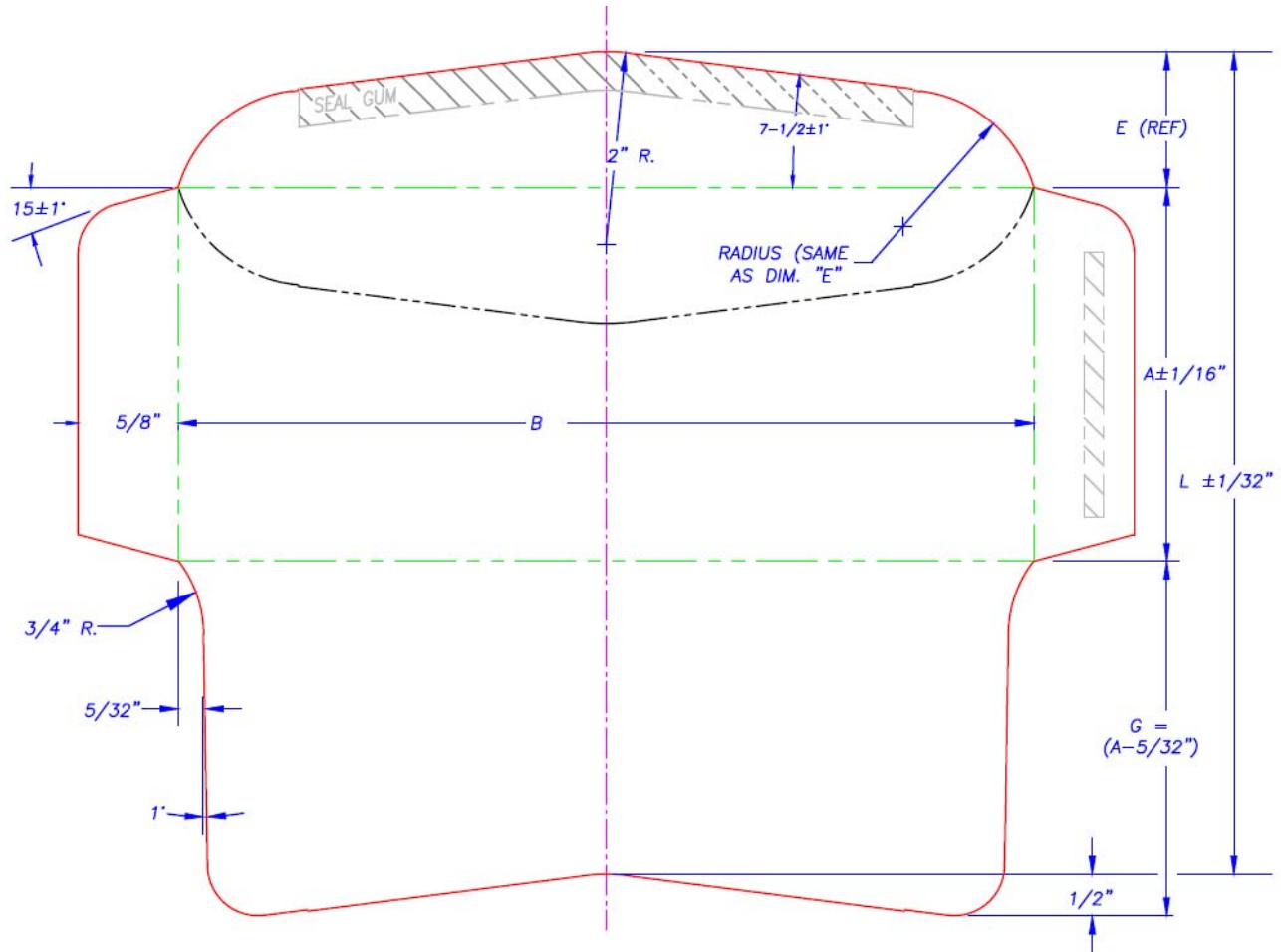
COLOR	INK	COLOR	INK
Red	J-6983	Lt. Blue	J-27972
Yellow	J-24182	Lt. Blue	J-27973
Lt. Green	J-31858	Lt. Blue	J-24185
Dk. Green	J-22052	Red	J-30495
Lt. Blue	J-24186	Dk. Green	J-30496
Dk. Blue	J-18710	Dk. Blue	J-370498
Orange	J-30269	Magenta	J-22045
Brown	J-22053	Black	J-20988
Red	J-19410	Lt. Blue	J-24662
Lt. Blue	J-24555	Lt. Green	J-24554
Red	J-24882	Pink	J-24944
Red	J-25083	Pink	J-24893

What If the Print Vendor Says It's Too Costly to Use Drop-out Ink?

It is less expensive to print a document with a single color of ink than two or more colors. It is not cost-effective to have different colors for the drop-out portions and the scannable portions of the coupon. The solution to this problem is to print the different portions of the document with different densities of the same color. For example:

- *The parts of the coupon that are to appear in the image (scannable print) should be printed at 100% density.*
- *The parts of the document that are to Drop-Out on the image should be printed at 10 to 20% density and 133 lines per inch.*
- *Other shading that should be clearly visible and does not have to Drop-Out could be printed at 30 to 50% density*

Appendix 2 - Customer Standard Performance Plus for Use with Web Knives

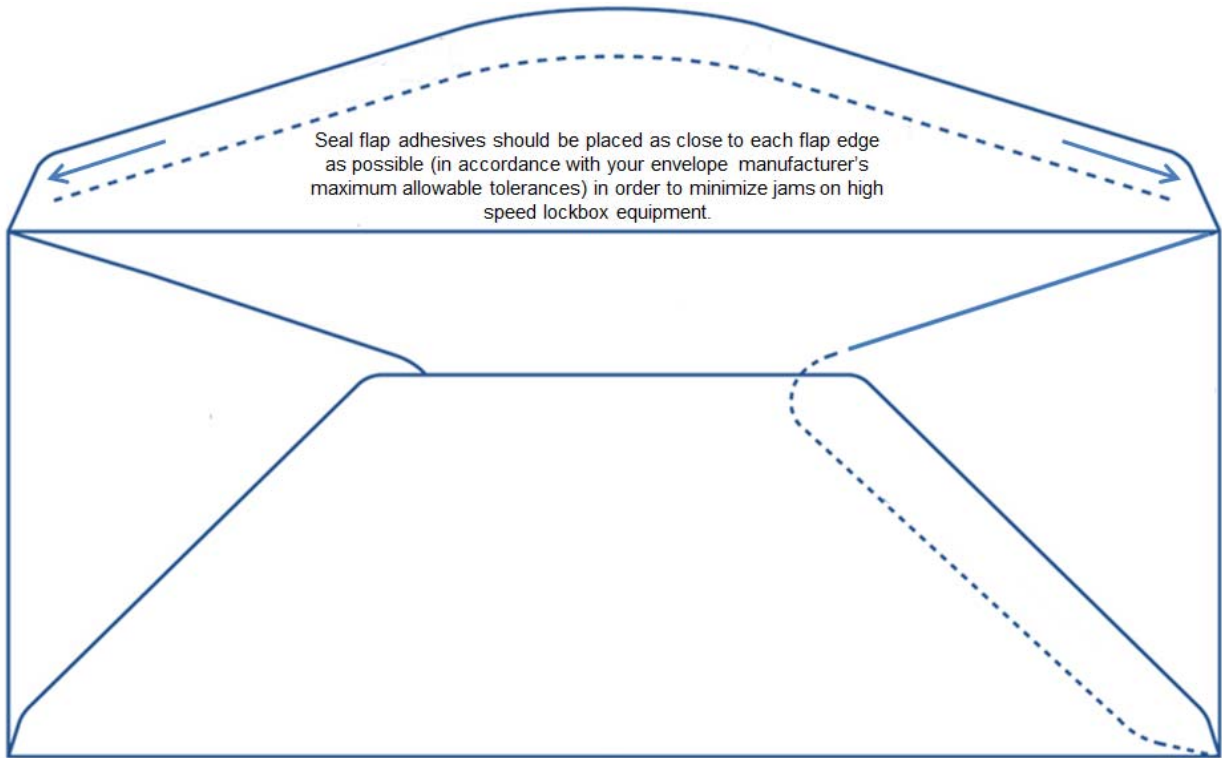


NOTES:

- 1. Envelope Height A (Specify)
- 2. Envelope Width B (Specify)
- 3. Seal Flap Length E (Specify)
- 4. Dimension G can be calculated:
 $G = A - 5/32"$
- 5. Dimension L can be calculated:
 $L = A + E + (G - 1/2")$
- 6. Corners to be 5/16" R. unless otherwise noted.

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Appendix 3 - Seal Flap Adhesive



Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for Proposal for Banking Services dated June 24, 2019. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to Broward County Board ("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.

RFP exceptions

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY’s contractual requirements or to bind Wells Fargo to BROWARD COUNTY’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	Description
RFP Document:	
Business Licenses	Please see attached Broward County Local Business Tax Receipt
	<p>Page 93: *Under General Liability box: delete the words 'Independent Contractors' *Under Worker's Compensation, please delete the checkbox under 'SUBR WVD' column *Under Cyber Insurance, please delete the checkbox under 'SUBR WVD' column *Under Professional Liability (Errors & Omissions), please delete the checkbox under 'SUBR WVD' column *Under Crime and Employee Dishonesty, please delete the checkbox under 'ADDL INSD' column *Under the Description of Operations section at the bottom of each page, please delete these words "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses."</p> <p>"Please replace language with: "Broward County" shall be listed as Certificate Holder and additional insured for General Liability and Auto Liability insurance policies. The Contractor agrees to provide notice within thirty (30) days of cancellation. Wells Fargo's insurance policies are manuscript (custom). We do not disclose deductibles or retentions. That information is proprietary."</p>

	<p>Page 94:</p> <ul style="list-style-type: none"> *Under Worker's Compensation, please delete the checkbox under 'SUBR WVD' column *Under Cyber Insurance, please delete the checkbox under 'ADDL INSD' column and 'SUBR WVD' column *Under Professional Liability (Errors & Omissions), please delete the checkbox under 'SUBR WVD' column *Under the Description of Operations section at the bottom of each page, please delete these words "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses." "Please replace language with: "Broward County" shall be listed as Certificate Holder and additional insured for General Liability and Auto Liability insurance policies. The Contractor agrees to provide notice within thirty (30) days of cancellation. Wells Fargo's insurance policies are manuscript (custom). We do not disclose deductibles or retentions. That information is proprietary." <p>Page 95:</p> <ul style="list-style-type: none"> *Under Worker's Compensation, please delete the checkbox under 'SUBR WVD' column *Under Cyber Insurance, please delete the checkbox under 'SUBR WVD' column *Under Professional Liability (Errors & Omissions), please delete the checkbox under 'SUBR WVD' column *Under Crime and Fidelity, please delete the checkbox under 'ADDL INSD' column and delete the words 'Broward County must be named as an additional insured' within the Crime and Fidelity box. *Under the Description of Operations section at the bottom of each page, please delete these words "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses." "Please replace language with: "Broward County" shall be listed as Certificate Holder and additional insured for General Liability and Auto Liability insurance policies. The Contractor agrees to provide notice within thirty (30) days of cancellation. Wells Fargo's insurance policies are manuscript (custom). We do not disclose deductibles or retentions. That information is proprietary."
	<p>Section 8.1:</p> <ul style="list-style-type: none"> *Please delete the words 'or Subcontractors' from the section. *Please add this language to the end of the section "with the agreement of the Contractor, which will not be unreasonably withheld."

	<p>Section 8.2 *Please delete the words 'all policies required under this article' and replace it with "general liability and automobile liability policies." Section 8.3: *Please delete the last sentence in full. Section 8.4: *Please delete the words 'at least thirty days prior to' and replace with "within thirty (30) days of" Section 8.5: *Please add the words "or permitted" after the first word in number 2 (authorized). #2 would read: authorized or permitted to transact.... Section 8.6: *Please add these words at the end of the first sentence "with respect to work performed under this contract." Section 8.7: *Please delete all language from this section except: "Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County" Section 8.8: Please delete in full. Section 8.9: *Please delete "on substantially the same insurance terms and conditions required of Contractor under this article." from the first sentence. *Please delete "and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies." from the second sentence. Section 8.10: *Please delete the words 'or Subcontractors' from the first sentence. *Please delete the words "unless and until the requirements of this article" and replace with "unless and until the insurance requirements appropriate for the services being provided" from the second sentence. *Please delete the last sentence. Section 8.11 *#2: replace 'stated in Exhibit_' with "3 years" *replace the last word in the section 'exhibit' with "6 years"</p>
<p>RFP; Page 9-Section 1. Litigation History</p>	<p>Wells Fargo Bank N.A. ("Wells Fargo Bank") 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 field, Wells Fargo Bank 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.</p> <p>Wells Fargo Bank and WFC respond regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations, including the following recent matters:</p> <ul style="list-style-type: none"> • During the third quarter of 2016, Wells Fargo Bank entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release containing details at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales

	<ul style="list-style-type: none"> 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 <p>Many of the actions that Wells Fargo Bank and WFC have taken in connection with these settlement agreements 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/filings WFC's Annual Reports are available at https://www.wellsfargo.com/invest_relations/annual
<p>RFP: Page 11- 3. Subcontractors/Subconsultants/Suppliers Requirement</p> <p>Page 92- Subcontractors/Subconsultants/Suppliers Requirement Form</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 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 COUNTY to be a subcontract for purposes of this Agreement.</p>
<p>RFP:</p>	

<p>Pages (11-12) D. Standard Agreement Language Requirements;</p> <p>page 21 D. Standard Agreement Language Requirements;</p> <p>page 86 Agreement Exception Form</p>	<p>“Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY’s contractual requirements or to bind Wells Fargo to BROWARD COUNTY’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.”</p>
<p>RFP: Page 21- D. Standard Agreement Language Requirement</p>	<p>“Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY’s contractual requirements or to bind Wells Fargo to BROWARD COUNTY’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.”</p>
<p>RFP: Page 31-#13 CRA Rating</p>	<p>The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low- and moderate-income communities. In its most recent CRA examination which covers the years 2009-2012, the Office of the Comptroller of the Currency (OCC) lowered Wells Fargo’s final national rating from “Outstanding” to ‘Needs to Improve’ due to previously issued regulatory consent orders.</p> <p>It is important to note the OCC gave Wells Fargo an “Outstanding” overall rating on CRA performance and noted our “excellent responsiveness to credit needs” in the majority of the bank’s assessment areas. On the individual components of the Exam, Wells Fargo received an “Outstanding” on the Lending Test, an “Outstanding” on the Investment Test, and a “High Satisfactory” on the Service Test.</p> <p>The OCC also gave FLORIDA the state-level rating of OUTSTANDING, which reflects our strong track record of lending to, investing in, and providing service to low- and moderate-income communities, both in FLORIDA and nationwide.</p>

	<p>Wells Fargo is deeply committed to economic growth, sustainable homeownership and neighborhood stability in low- and moderate-income communities and will continue to invest above and beyond what is required by CRA. At Wells Fargo, Community Reinvestment is an integral part of our business culture. Wells Fargo has long understood that we can be no stronger, nor more successful, than the neighborhoods and communities where we do business. Supporting our communities allows us to better meet our customers' financial needs and helps us to achieve our goal to be one of America's best companies.</p> <p>Our most recent Community Reinvestment Act (CRA) performance evaluation is located at the following link:</p> <p>wellsfargo.com/about/community/wfcra/perf_evaluation</p>
<p>RFP: Pages (34-35) #14 & #15; Pages (45-46) #14 & #15 Pages (58-59)- #14& #15</p>	<p>Wells Fargo Bank, N.A. has not 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>During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales (the "2016 Settlement"). Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily suspended or removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services. However, there have been no actions that would materially impair Wells Fargo's ability as of this date to conduct its business or meet its obligations under the transaction to which this RFP relates.</p>
<p>RFP: Page 82- Litigation History Form</p>	<p>Wells Fargo Bank N.A. ("Wells Fargo Bank") 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 field, Wells Fargo Bank 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.</p> <p>Wells Fargo Bank and WFC respond regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations, including the following recent matters:</p> <ul style="list-style-type: none"> • During the third quarter of 2016, Wells Fargo Bank entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release containing details at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales

	<ul style="list-style-type: none"> 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 <p>Many of the actions that Wells Fargo Bank and WFC have taken in connection with these settlement agreements 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/filings WFC'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 Bank representatives preparing this response, neither Wells Fargo Bank nor WFC has been involved in any regulatory reviews or any legal actions that would have a material adverse impact on Wells Fargo Bank's ability to provide the services requested in this RFP.</p>
<p>RFP; page 85; RFP; page 9--Section 1a; RFP; pages 34-35 #14 & 15 & 17 (also will go for pages 45-46 & 58-59)</p>	<p>*page 85; I am not aware of any "Affiliated Entities" other than the following. WFBNA directors also have director positions with Wells Fargo & Company. Also, WFBNA executive officers may have director and/or executive officer positions with other Wells Fargo entities. *page 9--Section 1a; No exceptions.</p>

	<p>*pages 34-35 #14 No exceptions. & 15 - No exceptions. & 17 Yes. Please see https://www.wellsfargo.com/about/corporate/governance/ for biographical information regarding current Wells Fargo & Company directors and executive officers (which would include details regarding principal or officer roles with other organizations). Also, please see p. 30-35 of Wells Fargo & Company’s proxy statement (https://www.wellsfargo.com/about/investor-relations/annual-reports/), p. 2 of Wells Fargo & Company’s 2019 Proxy Supplement (https://www.wellsfargo.com/about/investor-relations/annual-reports/), and the Form 8-K filed by Wells Fargo & Company with the SEC on May 29, 2019 (https://www.sec.gov/Archives/edgar/data/72971/0000072971-19-000285-index.htm) for additional information regarding directors and their principal/officer positions with other organizations. (this review will also will go for pages 45-46 & 58-59 as these pages have the same questions)</p>
<p>STANDARD AGREEMENT EXCEPTIONS</p>	<p>“Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BROWARD COUNTY in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo’s right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BROWARD COUNTY’s contractual requirements or to bind Wells Fargo to BROWARD COUNTY’s contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.”</p>
<p>Page 1 – Article 1. 1.7 Subcontractor</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 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 COUNTY to be a subcontract for purposes of this Agreement.</p>
<p>Page 3 – Article 4.2 Extensions; Article 4.3 Additional Extension</p>	<p>Wells Fargo submits that any extensions should be mutually agreed upon by the Parties in writing.</p>
<p>Page 5 – Article 5.5 Withholding by County</p>	<p>Wells Fargo’s preferred dispute resolution forum is arbitration, as outlined in Wells Fargo’s Service</p>

	Documentation. Please refer to Wells Fargo's 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.
Page 6 – Article 6.7 Warranty of Performance	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.
Page 6 – Article 6.8 Domestic Partnership Requirement	Wells Fargo shall comply with all applicable laws and regulations
Page 7- Article 7. Indemnification	During the term of this Agreement, Bank will indemnify, defend and hold harmless Company and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank 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 Company. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's liability under this indemnity will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).
Pages (9-10) Article 9. Termination	Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.
Copyright; Standard Agreement page 12 #11.2 & Page 18 #11.26	<p>Please add this sentence to the end of section 11.2:</p> <p>County acknowledges that this section does not effectuate, apply to, or prompt a transfer or license of any kind of any pre-existing work, copyright, or intellectual property right/asset owned by Contractor prior to this agreement.</p> <p>Additional Exception language: Wells Fargo does not grant ownership rights with respect to any contents of its proposal or any of its intellectual property to Broward County.</p>
Pages (12-13) 11.2 Public Records	CMDT recommends that the RM mark pricing, references and business continuity information as "confidential", but note that it is possible that applicable state laws may require us to disclose such information. Also, the RM should work with appropriate product consultants to determine if product information included in the proposal is proprietary.

<p>Audit: Standard Agreement pages 13-14 #11.4</p>	<p>Wells Fargo retains records in accordance with its enterprise records retention policy, which includes considerations for regulatory requirements. The County may reserve a right to inspect financial books and records in Wells Fargo's possession that are related only to services provided by Wells Fargo to the County, provided that such inspections are conducted in accordance with Wells Fargo's reasonable security requirements. Notwithstanding the foregoing, Wells Fargo does not grant the County any right to examine, inspect, or physically visit any Wells Fargo data center.</p> <p>Wells Fargo cannot allow physical facility audits 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.</p>
<p>Page 15- 11.10 Assignment (Subcontractors)</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 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 COUNTY to be a subcontract for purposes of this Agreement.</p> <p>Either party may assign the contract with the other party's contract, which consent will not be unreasonably withheld or delayed; however that Wells Fargo may assign the contract without consent in connection with a merger, acquisition, or corporate restructuring involving Wells Fargo.</p>
<p>Pages (16-17) 11.17 Priority of Provisions</p>	<p>Wells Fargo's Service Documentation, which governs the accounts and services to be provided will need to be a part of the final contract. Wells Fargo is willing to discuss the order of precedence of any of Broward County's documents upon contract award.</p>
<p>Page 17 11.18 Law, Jurisdiction, Venue, Waiver of Jury Trial</p>	<p>Jurisdiction for any claim arising from, related to, or in connection with this Agreement shall be in the courts of the State of Florida, and venue will be in the Seventeenth Judicial Circuit in and for Broward County, Florida or in the United States District Court for the district that includes Broward County.</p> <p>Wells Fargo requires that in addition to a designated state law, which we are willing to negotiate upon award of business, Wells Fargo also requires that the governing law provision to be included in the final contract also include federal law and regulation.</p>

Commercial Account Agreement

Effective March 1, 2019

Table of Contents

I. Terms Applicable to All Commercial Deposit Accounts	6
Introduction	
Defined Terms	
Affiliate.....	6
Authorized Signer	6
Business Day	7
Collected Balance	7
Commercial Deposit Account	7
Deposit Float	7
Deposited Item	7
Investable Balance	7
Item	7
Ledger Balance	8
Overdraft	8
Paper Item	8
Service	8
Arbitration Agreement	
Agreement to Arbitrate	8
Governing Rules	8
No Waiver of Self-Help or Provisional Remedies	9
Arbitrator Qualifications and Powers	9
Discovery	10
Class Actions and Consolidations	10
Payment of Arbitration Costs and Fees	10
Miscellaneous	11
Statements and Other Account-Related Information	
Mailing Statements and Other Account-Related Information to Company	11
Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors	11
Returned, Unclaimed Statements or Other Account-Related Information	12
Address Changes for Statements for Company's Account and Other Account-Related Information	12
Notices and Other Mail	13
Contacting Company Regarding Servicing and/or Collections.....	13
Electronic Communications	13
Fraud Prevention	
Protection Against Unauthorized Items	14
Lost or Stolen Paper Items; Unauthorized Items	14
Preventing Misuse of Company's Account	15

Claim of Unauthorized Transactions; Bank’s Rights and Liability	
Investigation by Bank; Company’s Agreement to Cooperate	16
Standard of Care	16
Limitation of Liability; Indemnification	17
Adverse Claims	17
Legal Process	18
“Freezing” Company’s Account	18
Force Majeure	18
Company’s Insurance Coverage	18

Substitute Checks

Deposits to Company’s Account

General	19
Verification of Transactions	19
Collection Items	20
Endorsements	20
Material Appearing on the Back of Items; Check Legends	21
Breach of Warranties	21
When Deposits are Credited to Company’s Account	21
Company’s Use of Funds	21
Deposits at Affiliates	22
Deposits of Non-U.S. Items	22
Acts and Omissions of Other Financial Institutions	22
Deposited Items Returned	23
Direct Deposits Returned by Bank	23
Reconstructing Lost or Destroyed Deposited Items	23

Withdrawals from Company’s Account

Determining Company’s Account’s Balance; Debiting Company’s Account	24
Order of Posting; Categories of Items	25
Relation between posting orders & overdrafts/returned item.....	26
Paper Items Presented Over-the-Counter for Payment by a Non-Customer	26
Large Cash Withdrawals	26
Withdrawals at Affiliates	27
Items Resulting From Company’s Disclosure of Company’s Account Number	27
Missing Signatures; Alterations; Forgeries	27
Dates and Special Instructions on Paper Items	27
Facsimile or Mechanical Signatures	28
Consumer ACH Debit Entries	28

Stop Payment Orders; Notices of Post-Dating

General	28
Content of Stop Payment Order	30
Effective Period of Stop Payment Order; Renewal; Revocation	29

Liability to Holder in Due Course	29
Paper Items Paid Over Valid Stop Payment Orders	29
Stop Payment Order on ACH Debit Entry	30

Overdrafts; Security Interest; Bank’s Right to Setoff

Overdrafts and Insufficient Funds	30
Security Interest; Bank’s Right to Setoff	30

Bank Fees and Expenses

General	31
Payment of Bank Fees and Expenses; Finance Charges	31
Earnings Allowance	32
Recoupment Fee	32
Bank’s Use of Funds	32
Checking Subaccounts	33

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality	33
Closing Company’s Account	34
Contract Language	34
Credit Reports	35
Dormant and Unclaimed Accounts	35
Entire Agreement; Headings; No Third Party Beneficiary	35
Handling of Data	35
Laws Governing this Agreement	36
Minimum Balance Requirements; Other Restrictions	36
Modification of Agreement; Account Conversion	37
Monitoring and Recording Communications	37
No Fiduciary Relationship	37
Reliance on Bank’s Records	37
Reordering Checks	37
Restricted Transactions	38
Transferring an Interest in Company’s Account	38

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts 38

Interest-Bearing Accounts

Variable/Fixed-Rate Accounts	38
Method Used to Calculate Earned Interest	38
Interest Accrual	39
Compounding and Crediting	39
Target Balance Accounts	39
Interest Adjustments	39
Tax Identification Number Certification	39

Commercial Savings Accounts

Bank’s Right to Require Notice 40
Regulation D savings account transaction limit and other limited activity..... 40

Commercial Time Accounts

General 41
Certificated Time Accounts 42
Maturity Date 42
Time Requirements 42
Payment of Interest 42
Additional Deposits 42
Withdrawal of Interest Prior to Maturity 42
Renewal Policies 42
Early Withdrawal Fee 43

III. Funds Transfers 43

General 43
Sending Funds Transfers/Mean of Transmission. 44
Notice of Receipt of Funds 44
Reliance on Identification Numbers 44
Duty to Report Unauthorized and Erroneous Fund Transfers 45
Erroneous Payment Orders 45
Automated Clearing House (ACH) Transactions 45
Stop Payment Orders on ACH Debit Entries 46
Additional Information on ACH Debit Entries 46
Receiving RTP Payments 47

IV. Selected Services 48

Stagecoach Deposit® – ATM Deposit Only Card Service 48
Stagecoach Deposit® – Post Verify Service 48

I. Terms Applicable to All Commercial Deposit Accounts.

Introduction.

In this Commercial Account Agreement (“Agreement”), “Company” refers to the owner or accountholder of a Wells Fargo bank commercial deposit account (“Account”). “Bank” refers to the Wells Fargo bank at which Company’s Account is maintained. This Agreement includes the following disclosures applicable to Bank’s commercial deposit accounts and related services (each, a “Service”), that Bank has separately provided to Company: (i) the schedule of Bank’s fees and other account-related information (the “fee and information schedule”), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company’s Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company’s Account from an Authorized Signer on Company’s Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer’s authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company’s Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank’s signature card for Company’s Account or by using Company’s Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms.

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An “Affiliate” is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An “Authorized Signer” is a person who has Company’s actual or apparent authority to transact business on Company’s Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.

A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Deposit Float.

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.

An "Item" is an order, instruction, or authorization to withdraw or pay funds from Company's Account. Examples include checks and

electronic transactions including Automated Clearing House (ACH) and wire transfers.

Ledger Balance.

The “Ledger Balance” is the balance in Company’s Account after all debits and credits for the Business Day are posted.

Overdraft.

An “Overdraft” is any event that results in a negative balance in Company’s Account.

Paper Item.

A “Paper Item” is an Item that is in paper form.

Service.

A “Service” is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement.

Agreement to Arbitrate.

Except as stated in “No Waiver of Self-Help or Provisional Remedies” below, Company and Bank agree, at Company’s or Bank’s request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company’s Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a “Dispute”).

Governing Rules.

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association (“AAA”) in the state whose laws govern Company’s Account; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s

optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the “Rules”). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.

Any Dispute in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company’s Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company’s Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to

award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery.

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Payment of Arbitration Costs and Fees.

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or

results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information.

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account- Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone

number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information.

Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's

behalf within a reasonable time after Bank receives such instruction.

Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Contacting Company Regarding Servicing and/or Collections.

In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

Electronic Communications.

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention.

Protection Against Unauthorized Items.

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);
- ACH Fraud Filter; and
- Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

- Declines to enroll in the fraud prevention Service(s);
- Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or
- Fails to adopt and follow a best practice.

Lost or Stolen Paper Items; Unauthorized Items.

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any

liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.

- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.
- Do not sign blank Paper Items.
- Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability.

Investigation by Bank; Company's Agreement to Cooperate.

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher

standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement, Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

Force Majeure.

Neither party to this Agreement shall be deemed to be in default of any of its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks.

A federal law, known as the “Check Clearing for the 21st Century Act” or “Check 21,” took effect on October 28, 2004. This law provides for an instrument called a “substitute check.” A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: “This is a legal copy of your check. You can use it the same way you would use the original check.” As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company’s Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company’s Account.**General.**

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company’s Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company’s deposit is received. Bank may require that Company deposit an Item made payable to Company- t o - C o m p a n y ’ s Account, instead of permitting Company to cash the Item.

Verification of Transactions.

All transactions are subject to Bank’s verification. This includes cash, items, or other funds offered for deposit for which Bank has provided a receipt. Bank does not verify all transactions. Bank reserves the right to reverse or otherwise adjust, at any time without prior notice to Company, any debit or credit Bank believes Bank has erroneously made to Company’s Account.

It is Company’s responsibility, and Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If Bank determines a discrepancy exists between the declared and the actual amount of the funds, Bank is permitted to adjust (debit or credit) Company’s Account. Bank is also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than Bank’s

standard adjustment amount. Bank is permitted to vary its standard adjustment amount from time to time without notice to Company and to use different amounts depending on account type.

If Company notifies Bank of an error in the amount of a deposit shown on Company's Account statement within 30 days of the date Bank mails or otherwise makes the account statement available to Company, Bank will review the deposit and make any adjustment Bank determines is appropriate, subject to any applicable fees. If Company fails to notify Bank during this timeframe, the deposit amount on Company's statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become Company's property. If the actual amount is more than the amount shown on the statement, the difference will become Bank's property.

If Company's account is a Commercial Deposit Account or an analyzed business deposit account, Company may arrange for Bank to adjust all discrepancies identified during any verification without regard to Bank's standard adjustment amount by contacting its relationship manager.

Collection Items.

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorsers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.

If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Company's Use of Funds.

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be

considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial institution chartered in the United States (each, a "non-U.S. Item"). If Bank accepts a non-U.S. Item for deposit to Company's Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank's current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company's Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank's funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company's Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company's Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.

Bank has the right to charge back to or otherwise debit any of Company's Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item. If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company

agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account.

Determining Company's Account's Balance; Debiting Company's Account.

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement.

Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting; Categories of Items.

Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

Establishing categories of Items. Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

Establishing a posting order for each category of Items. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company's account. If there are multiple transactions on a date, those

transactions will be sorted by time (where that information is available to Bank's posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.

- Checks and automatic payments (also known as ACH).

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Relation between posting order and overdrafts/returned items.

On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.

If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee.

The amount of the fee is disclosed in the fee and information schedule. Bank may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault.

Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company,

Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.

Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over \$100"); (ii) the Paper Item is stale dated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of

the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures.

If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating.

General.

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Stop Payment Order on ACH Debit Entry.

For information on placing a stop payment order on an ACH debit entry, please refer to Part III. Funds Transfers..

Overdrafts; Security Interest; Bank's Right to Setoff.

Overdrafts and Insufficient Funds.

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- Pay the Item and create an Overdraft on Company's Account.
- Return the Item if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes

individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses.

General.

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance

charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an “Earnings Allowance” which, depending on the arrangement with Bank, may be applied against that month’s fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an “Earnings Allowance Rate,” which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Recoupment Fee.

The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank’s depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank’s confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company’s account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

Bank’s Use of Funds.

Bank may benefit from having the use of funds in customers’ non-interest bearing accounts. Bank may use these funds to reduce its borrowing from

other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as “spread”. It is not possible to quantify the benefit to Bank that may be attributable to a particular customer’s funds because funds from all customers’ non-interest bearing accounts are aggregated both for purposes of reducing Bank’s borrowing costs and for investment and because Bank’s use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank’s anticipated funding needs. Bank’s use of funds as described in this paragraph has no effect or impact on Company’s use of and access to funds in Company’s account.

Checking Subaccounts.

For each checking account, Bank may establish on Company’s behalf a master account and two subaccounts. All information that is made available to Company about Company’s Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company’s master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company’s Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous.

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank’s specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company’s Paper Items Bank’s name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in

connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

Contract Language.

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

Credit Reports.

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g., information from any motor vehicle department or other state agency) on Company.

Dormant and Unclaimed Accounts.

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer-initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Handling of Data.

Bank is 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 Bank obtains in connection with or relating to Company's Account or Services, including personal information (collectively, "Data"), may be accessed by Personnel in any of these countries. Any such Personnel will be subject to the requirements of Bank's information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Laws Governing this Agreement.

The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Minimum Balance Requirements; Other Restrictions.

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a “modification.” When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank’s home page (www.wellsfargo.com), by including a message on or with the statement for Company’s Account, or by any other means that Bank considers appropriate, unless the laws governing this Agreement requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a “waiver”). Bank may, upon prior written notice to Company, revoke any waiver. Company’s continued use of Company’s Account or a related Service following the effective date of any modification or revocation of any waiver will show Company’s consent to that modification or revocation of waiver. Bank may convert Company’s Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.

Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing this Agreement.

No Fiduciary Relationship.

Bank’s relationship with Company concerning Company’s Account is that of debtor and creditor; no fiduciary, quasi-fiduciary or special relationship exists between Company and Bank.

Reliance on Bank Records.

Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company’s Account.

Reordering Checks.

Company can reorder checks by mailing the reorder form enclosed in Company’s current order of checks or by calling Bank at the telephone number shown on the statement for Company’s Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Restricted transactions.

Company acknowledges and agrees that “restricted transactions,” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, are prohibited from being processed through Company’s Account or any relationship between Company and Bank. In the event Bank identifies a suspected restricted transaction, Bank may block or otherwise prevent, or prohibit such transaction and, further, Bank may close the Account or end the relationship.

Transferring an Interest in Company’s Account.

Company’s Account may not be pledged, assigned or in any other manner transferred, whether in whole or in part, without Bank’s written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts.**Interest-Bearing Accounts.****Variable/Fixed-Rate Accounts.**

Company’s interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company’s Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company’s Account at any time. If Company’s Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.

Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing it will use the daily balance method to calculate interest. If Company’s Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.

If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.

If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.

An interest adjustment may be reflected on the statement for Company's Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.

Treasury regulations require Bank to obtain a Tax Identification Number ("TIN") certification for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service ("IRS") Form W-9 or the appropriate Form W-8 and supporting information and/or documentation to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form

W-9. If Company is a non-resident alien as defined by the IRS, Company must provide the appropriate Form W-8. Additional documentation may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8, or any other required forms, Bank will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, Bank receives information that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company's Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS *and/or*, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual's death, Bank must be provided with the individual's estate's or successor's TIN or Bank may either refuse to pay interest earned on Company's Account since the date of the individual's death or withhold a portion of the interest that has been earned on Company's Account since the date of the individual's death.

Commercial Savings Accounts.

Bank's Right to Require Notice.

Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's Negotiable Order of Withdrawal (NOW) or savings Account.

Regulation D savings account transaction and other limited activity.

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

Limited by Regulation D:

- Transfers by phone using Bank's automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including bill pay)

- Transfers to a checking account for overdraft protection coverage
- Preauthorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to the account and not when they are written)
- Debit or ATM card purchases that post to the savings or money market account

Limited by Bank:

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

Not limited:

Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or a Wells Fargo banking location or on any types of deposits.

An excess activity fee is assessed for transactions exceeding the limits stated above. If the limit is exceeded on more than an occasional basis, Bank may be required to close or convert the savings or money market account to a checking account, which would discontinue any overdraft protection it might be providing to another account, or close the account. If the withdrawal and transfer limit is reached, Bank may decline transfers and withdrawals for the remainder of the monthly statement period (exceptions to the statement period may apply) to help Company avoid a fee and account conversion or closure.

The Excess Activity Fee for Savings and Money Market Accounts is \$10 per excess transaction.

Commercial Time Accounts.

General.

Commercial Time (“time”) Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time

account as a “certificate of deposit” or a “CD,” even though the time account is not represented by a certificate.

Certificated Time Accounts.

If Company receives a certificate evidencing Company’s time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.

Company’s time Account will mature at the end of the term stated on Company’s receipt, disclosure or certificate, as applicable.

Time Requirements.

Company agrees to keep Company’s funds on deposit until the maturity date. Company may make withdrawals from Company’s time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.

If Company has elected a payment of interest other than a credit to Company’s time Account, Bank may in its sole discretion terminate it in favor of crediting Company’s time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company’s Account address has been returned undelivered or when an Account to which Company’s interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.

Other than during the grace period, Company may not make additional deposits to Company’s time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.

A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.

If Company’s time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank’s interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company’s Account.

Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

Early withdrawal fee. If Company withdraws funds from its time Account before the maturity date, an early withdrawal fee will be assessed:

- For terms less than three months (or less than 90 days), the fee is one month's interest
- For terms three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest
- For terms over 12 months through 24 months, the fee is six months' interest
- For terms over 24 months, the fee is 12 months' interest
- Minimum fee is \$100

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

III. Funds Transfers.

General.

The following provisions apply to funds transfers to or from Company's Account. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code – Funds Transfers, as adopted by the state whose laws govern this Agreement.

Company agrees any funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time ("System Rules"), including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") Regulation J with regard to Fedwire, the Clearing House Interbank Payments System ("CHIPS"), the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"), and the RTP® system ("RTP System"). Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that could result in Bank's contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN"). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Sending Funds Transfers/Means of Transmission.

In acting upon transfer instructions received from Company, Bank may use any means of transmission, funds transfer system, clearing house or intermediary bank that Bank reasonably selects.

Notice of Receipt of Funds.

Unless Bank has otherwise agreed in writing, writing or as required by System Rules, Bank will notify Company of funds electronically debited or credited to Company's Account through the statement for Company's Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.

If a payment order or other instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a payment order or other instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Funds Transfers.

Company agrees to exercise ordinary care to determine whether a fund transfer from Company's Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company's Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.

The following additional terms apply to payments to or from Company's Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.

- Company hereby authorizes any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

Stop Payment Orders on ACH Debit Entries.

Company may request a stop payment order for an ACH debit entry that has not already been paid from Company's Account. An "ACH debit entry" is an order or request for the withdrawal of money from Company's Account through ACH. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act it. If Company provides oral instructions to stop payment on an ACH debit entry, Bank may require confirmation in writing. If such written confirmation is not received, Bank may remove the stop payment order after fourteen (14) days. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, Company must provide the following information: (i) Company's Account number (ii) amount of the ACH debit entry, (iii) effective date, and (iv) sender's name. Bank may request additional information and may, at its sole discretion, use only a portion of the required information in order to identify the ACH debit entry. Bank may be able to place a stop payment order based on the company identification number of the sender of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional Information on ACH Debit Entries.

Information provided by Company that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number) may result in payment of the ACH debit entry. Company acknowledges this risk and agrees that Company is responsible for notifying the sender of the ACH debit entry that Company's authorization has been revoked. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying an ACH debit entry if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP Payments.

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

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the United States. Company may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and Bank requirements will be considered eligible payments for purposes of this Agreement.
- RTP payments are final and cannot be cancelled or amended by the sender. If Bank receives a message from a sending bank requesting return of an RTP payment received for credit to Company's Account, Company may be notified of such request. Company is not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between Company and the sender of an RTP payment must be resolved between Company and the sender.
- If Company does not wish to accept an RTP payment received for credit to Company's Account, Company may request that Bank return such payment to the sender. Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so.
- RTP payments are typically completed within thirty (30) seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by Bank or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending bank may also prevent RTP payments from being received for credit to Company's Account.

IV. Selected Services.

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

Company may elect to utilize Bank's Stagecoach Deposit[®] – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit[®] – ATM Deposit Only card ("Deposit Card") and a designated Wells Fargo[®] ATM ("ATM"). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company's ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit[®] – Post Verify Service.

If Company elects to utilize Bank's Stagecoach Deposit[®] – Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed

in Company's Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's Stagecoach deposit bag either at a later time in Bank's office or when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.

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COM 1416 (Rev 3/19)



Treasury Management Product Enrollment

Customer Information

Customer Name		CEO Company ID
Street Address		
City	State	Zip
Country Name		Country Code (if applicable)
Primary Contact		Phone
Email Address		Fax

Acceptance of Services

Each person signing in the signature block at the end of this form certifies that:

the customer identified in the signature block (“Customer” or “Company”) has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a “Service”) in which Customer is enrolling as of the date of this form. “Service Documentation” is defined in Wells Fargo Bank, N.A.’s (“Bank”) Master Agreement for Treasury Management Services.

Customer has granted the person(s) signing the signature block the authority on Customer’s behalf to (i) enter into this and other agreements with Bank for Services on or after the Effective Date of this form and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this form and the Services.

Customer’s use of any Service, including each Service Customer enrolls in after the Effective Date of this form, confirms Customer’s receipt of and agreement to be bound by the Service Documentation relating to that Service.

“Customer” may also be referred to as “Company” in the Service Documentation.

Customer Entity

Name(s)	TIN, SSN, Int’l or Gov ID(s)
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Master Agreement for Treasury Management Services

The Service Documentation described below contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide treasury management services ("Services"). The Bank customer to which the Services will be provided ("Customer") is identified in the Treasury Management Product Enrollment form or other product enrollment form(s) with acceptance of services language acceptable to Bank (e.g., Mandate Letter) (collectively, the "Acceptance").

Bank and Customer agree:

- 1. Service Documentation.** The Service Documentation contains the terms governing each Service and includes:
 - 1.1.** The Service Description;
 - 1.2.** The Acceptance;
 - 1.3.** This Master Agreement for Treasury Management Services ("Agreement");
 - 1.4.** The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service; and
 - 1.5.** User Guides, which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

The documents and individual provisions of the Service Documentation are intended to complement one another, and the Service Documentation as a whole.

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

As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing the activities of Bank and/or any transaction effected under this Agreement, including, but not limited to, all applicable funds transfer system and

clearing and settlement house rules governing the transactions effected under this Agreement.

- 2. Services.** Bank and Customer will agree upon the Service(s) to be provided. Each Service in the applicable jurisdiction is subject to the approval by the applicable branch or subsidiary of Bank. Customer may not begin using a Service until Bank has received all required and properly executed forms and Customer has successfully completed any testing or training requirements. To assist in Bank's establishment or maintenance of its limits or other processing arrangements, or to assist in Bank's compliance with Applicable Law, Customer will provide Bank with all such financial and/or other information Bank reasonably requests.
- 3. Changes to Services.** Bank may change (or add to) the terms and fees in the Service Documentation at any time. When required by Applicable Law, Bank will notify Customer of the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.
- 4. Term and Termination.** Unless earlier terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. Bank may suspend or terminate any Service: (a) following notice to Customer of a breach of any provision of the Service Documentation or any other agreement with Bank, and Customer's failure to cure the breach (if capable of cure) within 15 days of the date of such notice; or (b) without prior notice to Customer if (i) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent or illegal activity, (ii) Customer is subject to, voluntarily or involuntarily, or any action or step is commenced or any resolution is passed that may result in Customer being subject to any bankruptcy, insolvency, winding up, liquidation, judicial management, receivership, administrative management, reorganization or other similar proceeding in any jurisdiction, (iii) Bank determines in its sole discretion that its continued provision of a Service may place Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Customer terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets, (v) Customer fails to timely pay its debts, (vi) Customer initiates any composition with its creditors, (vii) any guaranty of Customer's obligations to Bank is terminated, revoked, or its validity contested by the guarantor, (viii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's ability to perform its obligations under the Service Documentation, or in the ability of a guarantor of Customer's obligations to Bank to perform its obligations under the applicable guaranty agreement, or (ix) the Account necessary to provide a Service is closed. The termination of a Service will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any Service.
- 5. Service Fees.** Customer will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit the Account(s) for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer shall promptly pay.

Bank's charges and fees shall be set forth as expressed in Bank's applicable fee schedule for Services used in connection with the Account.

- 6. Confidential Information.** Unless otherwise provided in the Service Documentation, all User Guides and Terms of Use constitute Bank's or its vendor's confidential information ("Confidential Information"), and Customer will not acquire any ownership interest in or rights to Confidential Information as a result of Customer's use of any Service. Customer will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. Customer will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. If Customer (or its employees or agents) is responsible for the Unauthorized Use, Customer will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.
- 7. Currency.** When Customer requests or instructions require that Bank convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), Bank will do so using its applicable rate of exchange in effect at the time on the day Bank executes the payment order. If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to Bank, Bank will not be liable to Customer for a sum in excess of the amount of the payment order after Bank has converted it from the Foreign Currency to the Account Currency using the applicable rate of exchange in effect at the time on the day Bank confirms the cancellation of the payment order. Bank bears no liability if the rate it uses for a particular transaction, i.e., the "applicable rate," differs from rates offered or reported by Bank or by third parties, or based upon different times of day, amounts, locations or involving different systems, agents or procedures. Currency exchange rates fluctuate over time, based upon market conditions, liquidity and risk. Customer acknowledges and accepts the risks of such fluctuations between the time Customer requests a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection or a return.
- 8. Liability and Indemnification.**
- 8.1.** Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that: (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute,

restriction or legal process; or (d) would possibly result in Bank's contravention of any Applicable Law.

- 8.2.** All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer, except as provided for in the Service Documentation. Customer's failure to protect Codes may allow an unauthorized party to: (a) use the Services; (b) access Customer's electronic communications and financial data; and (c) send or receive information and communications to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.
- 8.3.** Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- 8.4.** Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.
- 8.5.** Except as otherwise provided in the account agreement governing the Account, any claim, action or proceeding against Bank for losses or damages arising from a Service, must be brought within one year from the date of the act or omission.
- 8.6.** Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.
- 8.7.** Except in the case of Bank's negligence or intentional misconduct, Customer will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Customer; and (c) if the Service includes a license or sublicense of any software to Customer, the use or distribution of the software by Customer or any person gaining access to the software through Customer that is inconsistent with the license or sublicense.
- 8.8.** Bank will only be liable to Customer for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing the Services. Reasonable care requires only that Bank follow standards that do not vary

unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. Bank's liability to Customer will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

8.9. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement nor its respective directors, officers, employees or agents will be liable to the other party for: (a) any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages; or (b) business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8.10. Where Customer sends payments on behalf of its third party customers, Customer agrees it is solely liable to its customers for any and all losses such customers may suffer. Bank hereby excludes all and any liability of whatever nature (including those losses enumerated in subsection 8.9 of this Agreement) arising out of Customer's relationship with its customer.

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

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

those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

11. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration in Section 10), Customer hereby irrevocably submits to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located therein over any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such courts.

12. Miscellaneous.

12.1 Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the legality, enforceability or validity of the remaining Service Documentation nor the legality, enforceability or validity of such portion or provision under the law of any other jurisdiction.

12.2 Entire Agreement. The Service Documentation (and any documents referred to therein) constitutes and represents the entire agreement between Bank and Customer regarding the Services we provide for all Accounts opened at Bank and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Customer and Bank relating to any such Service (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

12.3 No Waiver. Neither the failure nor any delay by Bank in exercising any right, remedy, power or privilege shall be deemed to be a waiver of such right, remedy, power or privilege. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.

12.4 No Third Party Beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than Customer and Bank will be deemed to be a third party beneficiary under the Service Documentation.

12.5 Financial Condition. Customer will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Customer's financial condition or any previously unprepared financial statements which Bank may require Customer to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.

12.6 Customer's Representations and Warranties. Customer represents and warrants that: (a) it will not use any Service in a manner that could result in a contravention of Applicable Law by Customer or Bank; and (b) if Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that: (i) Customer's governing body has duly authorized the agent and (ii) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it.

12.7 Customer Communications. Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

12.8 Notice. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Customer will notify Bank promptly in writing of any change in its name, Address, legal status, electronic contact information (including an e-mail address or otherwise), or any other changes relevant to the conduct of the Account or affecting Customer's business relationship with Bank. The term "Address" as used herein refers to a mailing or electronic address. Customer will use the Address where Customer's relationship manager or other manager is located and will address any notice to the attention of such manager.

Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in another agreement between Customer and Bank, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it

12.9 Survival. Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

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

Commercial Account Signature Card

I. Account Title(s)

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

II. Regulation GG Certification

Customer or any entity for which account(s) will be maintained (f/b/o) engaged in business of internet gambling? Yes No

III. Authorized Account Signers

#1

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
<input type="checkbox"/> Limited Signer	<input type="checkbox"/> Principal Officer/Key Executive	<input type="checkbox"/> Owner

#2

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
<input type="checkbox"/> Limited Signer	<input type="checkbox"/> Principal Officer/Key Executive	<input type="checkbox"/> Owner

#3

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
<input type="checkbox"/> Limited Signer	<input type="checkbox"/> Principal Officer/Key Executive	<input type="checkbox"/> Owner

#4

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions.		
<input type="checkbox"/> Limited Signer	<input type="checkbox"/> Principal Officer/Key Executive	<input type="checkbox"/> Owner

IV. Customer Acknowledgement & Agreement

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

- (a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).
- (b) a "Principal Officer/ Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.
- (c) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

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

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

Printed Name	Position/Title
Authorized Signature	Date

V. Taxpayer Certification

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

W-9 provided for U.S. Entity

Taxpayer Identification Number (TIN)

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

Social Security Number (SSN)	Employer Identification Number
------------------------------	--------------------------------

W-8 provided for non-U.S. Entity

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

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Amendment to Commercial Account Signature Card

I. Account Title(s)

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

II. Amendment to Authorized Account Signers-add:

#1 _____
 Signature _____ Printed Name _____ Position/Title _____
 Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.
 Limited Signer Principal Officer/Key Executive Owner

#2 _____
 Signature _____ Printed Name _____ Position/Title _____
 Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.
 Limited Signer Principal Officer/Key Executive Owner

#3 _____
 Signature _____ Printed Name _____ Position/Title _____
 Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.
 Limited Signer Principal Officer/Key Executive Owner

#4 _____
 Signature _____ Printed Name _____ Position/Title _____
 Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.
 Limited Signer Principal Officer/Key Executive Owner

III. Amendment to Authorized Account Signers-delete:

#1 _____ #2 _____
 Signer Name Signer Name

#3 _____ #4 _____
 Signer Name Signer Name

IV. Customer Acknowledgement & Agreement

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

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

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

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

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

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

Printed Name _____ Position/Title _____

Authorized Signature _____ Date _____

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

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FUNDS AVAILABILITY POLICY
Wholesale Banking
Effective October 1, 2014

**WELLS
FARGO**

The policy of Wells Fargo Bank, National Association (“Bank” or “Wells Fargo”), is to make funds from Company’s check deposits to Company’s account (in this policy, each an “account”) available to Company on the first business day after the day Bank receives the deposits, subject to the following.

Funds from the following deposits are available on the first business day after the day of Company’s deposits (i) if Company makes the deposit through an employee or agent in person to one of Bank’s employees and (ii) if it uses a special deposit slip available from Bank upon request:

- State and local government checks that are payable to Company.
- Cashier’s, certified, and teller’s checks that are payable to Company where Bank is not the issuer or drawee.

While Bank generally makes funds from Company’s check deposits available to Company on the first business day after the day Bank receives the deposits, Bank’s policy grants availability in accordance with an availability schedule or schedules provided or made available by Bank to Company contemporaneously with this policy or from time to time thereafter, subject, among other things, to the location of the deposit transaction or the manner in which the deposit is made.

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

Once they are available, Company may withdraw the funds in cash and Bank will use the funds to pay checks that Company has written and fees and expenses that Company has incurred in connection with the account.

Determining the day of receipt

For determining the availability of Company’s deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If Company makes a deposit before Bank’s established cutoff time on a business day that Bank is open, Bank will consider that day to be the day of Company’s deposit. For deposits granted same calendar day availability as described below, the calendar day Company makes the deposit will be considered the day of deposit. For all other deposits, if Company makes a deposit after the cutoff time or on a day Bank is not open, Bank will consider the deposit was made on the next business day Bank is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

The length of the delay varies depending on the type of deposit as explained below.

Same calendar day availability

The following deposits will be available on the calendar day Bank receives the deposit:

- The first \$200 of a day’s check deposits made through a Wells Fargo ATM.
- Cash deposited through a Wells Fargo ATM.

Same business day availability

The following deposits will be available on the business day Bank receives the deposit:

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

If Company does not make its deposit in person to one of Bank's employees (for example, if Company mails the deposit), funds from these deposits will be available on the second business day after the day Bank receives Company's deposit.

Longer delays may apply

In some cases, Bank will not make all the funds that Company deposits by check available to Company on the first business day after the day of Company's deposits. Depending on the type of check Company deposits, funds may not be available until the second or third* business day after the day of deposit. The first \$200 of Company's deposit, however, may be available on the first business day.

Except as otherwise explained in this paragraph, if Bank is not going to make all funds from Company's deposit available on the business day of deposit or the first business day, Bank will notify you at the time Company makes its deposit. Bank will also tell Company when the funds will be available. If Company's deposit is not made directly to a Bank employee, or if Bank decides to take this action after Company's employee or agent has left the premises, Bank will mail the notice by the first business day after Bank receives the deposit.

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

- Bank believes a check Company deposits will not be paid.
- Company deposits checks totaling more than \$5,000 on any one day.
- Company redeposits a check that has been returned unpaid.
- Company has overdrawn its account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Bank will notify Company if it delays Company's ability to withdraw funds for any of these reasons, and Bank will tell Company when the funds will be available. The funds will generally be available no later than the seventh or eighth* business day after the day of your deposit.

Holds on other funds (check cashing)

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

Holds on other funds (other accounts)

* Bank may delay availability of funds by one additional business day for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

If Bank accepts a check for deposit that is drawn on another bank, it may make funds from the deposit available for withdrawal immediately but delay Company's ability to withdraw a corresponding amount of funds that Company has on deposit in another account with Bank. The funds in the other account would then not be available until the time periods that are described in this policy.

Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third business day after the day of Company's deposit. This rule does not apply at ATMs that Bank owns or operates. All ATMs that Bank owns or operates are identified on Bank's machines as "Wells Fargo."

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COMMERCIAL DEPOSITORY SERVICE DESCRIPTION



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

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. Description of Service. With the Service, Company may (a) order currency and coin (collectively, "cash") from Bank's cash vault and Bank will make such cash available to an armored car service acting as Company's agent ("Agent") at Bank's cash vault, and (b) deliver currency, coin, checks and other negotiable instruments to Bank's cash vault or night depository locations for processing.

3. Cash Orders from Bank's Cash Vault.

3.1. Cash Requests. Company may request in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, facsimile, or Bank's *Commercial Electronic Office*[®] (CEO[®]) portal (each a "Cash Request") that Bank make available to Company's Agent at Bank's cash vault, in an amount designated in the Cash Request, shipments of cash (each a "Cash Shipment") in bags or other containers ("Cash Bags"). Bank is authorized to act upon any Cash Request Bank receives in accordance with this Service Description, and which Bank believes in good faith to have been made by an authorized representative of Company. Bank has no obligation whatsoever to verify, and will not be liable for its failure to verify or investigate, any Cash Request.

- 3.2. Making Cash Available to Company's Agent.** Bank is authorized to make Cash Shipments available to any person whom Bank in good faith believes to be Company's Agent. Bank will have no further responsibility, and Company assumes all risk of loss for cash made available to any such person. Bank will make Cash Shipments available only at the locations, on days, and during the hours published by Bank from time to time. Bank reserves the right to suspend the Service at any time without notice.
- 3.3. Company's Authorized Representatives.** Company will promptly certify to Bank the identity of: (a) the person with whom Bank is authorized to communicate regarding authorization codes or other security procedures; (b) Company's Agent authorized to accept delivery of cash; and (c) where applicable, the persons who are authorized users of the Service. Company will give prior written notice to Bank of any change in the person(s) or Agent so authorized by Company. Bank will be fully protected in relying on each such notification and on the obligation of Company to promptly notify Bank of any change in the person(s) or Agent so authorized by Company.
- 3.4. Security Procedures.** For requests made in writing or by facsimile, operator-assisted telephone call or transmission, a Customer ID assigned by Bank is required. For CEO requests, a User ID assigned by Bank is required. For touch-tone/automatic response telephone requests, an Access Code is required which can be assigned either by Bank or by Company. Operator limits may also be required. It is Company's responsibility to put into place internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, User ID(s) and Access Code(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. Company will notify Bank immediately in the event a breach of security is suspected.
- 3.5. Debit of Account.** On the Business Day that Bank makes available any Cash Shipment to Company's Agent, Bank is authorized to debit Company's designated Account for the aggregate amount of the shipment. Company will maintain collected balances in the designated Account sufficient at all time to cover fully any debit. Bank has no obligation to release a requested Cash Shipment or any portion thereof to Company's Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Shipment at the time the Shipment is to be made available to Company's Agent. If Company fails to specify an Account to Bank, Bank may debit any account which Company maintains with Bank for the amount of a requested Cash Shipment.
- 3.6. Packing Slip; Differences in Shipment Amount.** Each Cash Shipment will be accompanied by a packing slip. The packing slip will disclose the aggregate amount of the Cash Shipment, the overall number of containers included in the Cash Shipment, and the number of containers delivered to Company's Agent for transmittal to Company. With respect to any Cash Shipment made available to Company's Agent, Company will notify Bank immediately in writing of any difference between the amount specified on the packing slip for that Shipment and the amount, as counted by Company, of the Shipment. In the event that the difference cannot be resolved, Bank's count of the amount of the disputed Shipment will be conclusive and binding on Company.
- 4. Delivery and Processing of Deposit Shipments at Bank's Cash Vault.** The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments to Bank's cash vault locations (each a "Deposit Shipment"), and Bank's processing of such Deposit Shipments:

4.1. Use of Agent to Deliver Shipments. Company will deliver Deposit Shipments in deposit bags or other containers (“Deposit Bags”) to one of Bank’s cash vaults via an armored car service or, in Alaska only, the U.S. Postal service acting as Company’s agent (“Agent”). Company is responsible for making all arrangements with its Agent for delivery of Deposit Shipments, and Company assumes all risk of loss while a Deposit Shipment is in the possession of its Agent. Bank may accept Deposit Shipments from any person Bank believes in good faith to be Company’s Agent. The delivery of a Deposit Bag to Bank or Bank’s receipt for it on a manifest will not be deemed proof of Bank’s receipt of the contents listed on the deposit slip contained in the Deposit Bag or Company’s records. Bank will have no responsibility for any Deposit Bag or its contents delivered to one of Bank’s cash vaults until the Deposit Bag is accepted by Bank in accordance with its procedures and the contents of the Deposit Bag are counted by Bank.

4.2. Delivery Procedures. In delivering a Deposit Shipment to Bank’s cash vault, Company agrees to comply (and to cause its Agent to comply) with the following procedures:

- Deliver Deposit Bags only at the locations, on the days, and during the hours published by Bank from time to time;
- Properly endorse all checks and other negotiable instruments included in a Deposit Shipment;
- Use only Bank-approved Deposit Bags that are properly secured;
- Specify the number of Deposit Bags belonging to Company which are included in the overall shipment delivered to Bank, as well as the contents of each Deposit Bag, on a delivery manifest, a copy of which Company’s Agent will provide to Bank at the time of delivery;
- Obtain the signature of Bank’s employee who accepts delivery on that portion of the delivery manifest which the Agent retains; and
- Retain a copy of the receipt or other document covering each Deposit Bag delivered by Company to its Agent for at least one year from the date of delivery to Company’s Agent.

Company agrees that Deposit Bags will be used only for the deposit of currency, coin, checks, other negotiable instruments (collectively “items”), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Deposit Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur.

4.3. Cut-off Time; Deposit to Account. If a Deposit Shipment is received at one of Bank’s cash vaults on a Business Day before Bank’s published “cut-off time” for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank’s “cut-off time,” the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank will not deposit any items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Shipment.

4.4. Processing of Deposit Shipments. Company authorizes Bank to open each Deposit Bag, count the contents, credit the amount of items to the Depository Account indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with Bank's customary procedures. All deposits are subject to verification, and Bank's count of the items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between Bank and Company until the count has been completed and the deposit credited to the Account. Company acknowledges that it has had an opportunity to have Bank's applicable count and verification procedures explained to its representative and agrees that the same will be deemed commercially reasonable. Company understands that no photocopying or microfilming of items will be performed at any cash vault location.

4.5. Adjustment Procedures. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is less than that reported on the deposit slip covering that Shipment, Bank will debit the Account specified on the deposit slip by such difference and report the difference to Company. If that Account has an insufficient collected and available balance to cover the debit, Bank will debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) for which there are insufficient available balances in Company's accounts with Bank. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is more than that reported on the deposit slip covering the Shipment, Bank will credit the Account specified on the deposit slip for the difference and notify Company of the difference.

5. Delivery and Processing of Deposit Shipments at Bank's Night Depository Locations. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments (each a "Night Deposit") to Bank's night depository locations (each a "Night Deposit"), and Bank's processing of Night Deposits.

5.1. Night Depository Locations; Issuance of Keys. Company may make Night Deposits to its deposit account(s) with Bank by placing the items to be deposited into disposable bags furnished by Bank (each a "Night Bag") and then placing the Night Bags in the night depository receptacle ("Night Depository") at one of Bank's branches/stores (each a "Store") listed on Bank's Night Depository Set-up Form. Each office of Company listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Store. Company will designate in writing to Bank the individuals to receive the key for each of its offices; Bank may require such individuals to sign a receipt for the keys they receive.

5.2. Contents of Night Bags; Deposit of Night Bags. Company agrees that Night Bags will be used only for the deposit of currency, coin, checks or negotiable instruments properly endorsed by Company (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Night Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur. Each Night Bag must contain one or more deposit slips listing all the items contained in that Bag and their total dollar amount, and identifying the deposit Account of Company to which the dollar amount of the deposit is to be credited. After each Night Bag is placed in a Night Depository, the Night Depository must be securely locked. At the time each Night Bag is placed in a Night Depository the Bag must be securely closed and placed completely in the Night Depository.

- 5.3. Processing of Night Deposits.** Bank may open each Night Bag and remove its contents without Company or any of its representatives being present. The contents of each Night Bag will be processed in accordance with Bank's standard procedures, and if placed in a Night Depository before Bank's established "cut-off time" on any Business Day, those items acceptable for deposit will be deposited into the Account as of the close of business on that same Business Day. The cut-off time for deposits made through the night depository may be different from that for deposits made at the teller line. Night Deposits placed in a Night Depository after Bank's established "cut-off time" will be credited to the Account on the next succeeding Business Day. Company understands and agrees that the contents of a Night Bag will not be credited to the Account, nor will the relationship between Company and Bank be that of a debtor to a creditor with respect to any item in a Bag, until Bank has accepted the item for deposit into the Account after counting all the items in the Bag and calculating the total dollar amount of all such items.
- 5.4. Counting and Adjustment Procedures.** If Company's records regarding the total dollar amount of the items in any Night Bag differ from Bank's calculation of the total dollar amount of the items in the Bag, Company has the burden of proving that its records show the correct amount in the Bag or Bank's total will be accepted as final. If there is a difference between Bank's total and Company's total for the amount of items in a Night Bag (as Company's total is shown on the deposit slip or slips in the Bag), Bank will send Company a statement indicating the amount of the difference. In the event that the difference cannot be resolved, Bank's count of the dollar amount will be conclusive and binding on Company.
- 5.5. Claims of Lost or Stolen Items.** Company will have the burden of proving the amount of any item which it claims was lost or stolen while it was at a designated Store and that disappearance of the item occurred while it was at the designated Store. Company agrees to notify Bank immediately if Company determines that any Night Bag or any item in a Night Bag has been lost or stolen while at one of Bank's Stores. Company agrees that it will have total responsibility for each Night Bag and its contents until the Bag has dropped completely into a Night Depository.
- 6. Special Instructions.** Company may submit to Bank in writing any special instructions it may have in connection with cash orders or deposits of items at Bank's cash vault or night depository locations. Bank may at its option accept or reject the instructions and so notify Company. Even if accepted, Bank may stop complying with the instructions upon prior notice to Company if, in Bank's opinion, continued compliance would increase Bank's costs or risks, interfere with its established or revised procedures, or diminish the efficiency of Bank's operations. Any loss attributable to increased risk resulting from a special procedure will be borne solely by Company.
- 7. Further Assurances.** Company agrees to do any and all such further acts Bank may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description, including, without limitation, providing information Bank requests regarding any Deposit Shipment, including, without, limitation, information necessary to file a Currency Transaction Report under the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and to determine the source of any cash or items in a Deposit Shipment.

- 8. Representations and Warranties regarding Deposit Shipments.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, Company hereby represents and warrants to Bank at the time of the delivery of each Deposit Shipment that:
- 8.1 Deposits for Own Account.** Company makes Deposit Shipments for its sole account and does not directly or indirectly make any Deposit Shipments on behalf of any other party; unless such party has been previously disclosed to Bank and approved in writing by Bank, in its sole discretion.
 - 8.2 No Deposits from Outside the United States.** Company does not make Deposit Shipments from a source or sources known, or which upon reasonable inquiry would be known, to Company to be outside the United States.
 - 8.3 No Business as a Foreign Exchange House.** Company does not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.
- 9. Termination of Services.** Bank may immediately terminate any or all of the Services described herein in the event of Company's breach of any representation or warranty in Section 8. Otherwise, Bank may terminate this Service upon sixty (60) days prior notice to Company.
- 10. Survival.** Sections 3.6, 4.4., 4.5., 5.4., 5.5., 7 and 10 will survive termination of the Service.

RETURNED ITEM SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Returned Item service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include: (a) Special Instructions regarding the handling of Company's Returned Items (section 4); (b) Returned Item Decisioning through Bank's CEO® portal (section 5); (c) Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 6-11); (d) Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 12-15); (e) Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and (f) Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

3. **Rules Applicable to Bank's Returned Item Services.** Bank will provide the Services to Company in accordance with:
 - 3.1. the Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
 - 3.2. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.
4. **Special Instructions Service.** When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.
5. **Returned Item Decisioning Service.** When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO*® portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO*® portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.
6. **Electronic Returns Service.** When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.
7. **Authorization.** Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.
8. **Rejected Entries.** In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.
9. **Representation/Returned Check Fees.** Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representation/returned item fee or similar fee.

- 10. Provisional Credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.
- 11. Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (b) any action Company asks Bank to take in connection with Bank's Electronic Returns Service.
- 12. Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depository bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.
- 13. Relation of Multiple Endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depository bank; (b) the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depository bank; and (c) the endorsement placed on each Deposited Item by the depository bank may or may not obscure, in whole or in part, the centralized returns endorsement.
- 14. Delayed Returns; Lost Instruments; Liability; Indemnification.** With respect to where to return checks, 12 CFR §§229.30(g) and 229.31(g), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depository bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such

indemnified party in connection with the delay in the return of any Item deposited to Company's account at another financial institution .

- 15. Bank's Right to Chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.
- 16. Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 14 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service.
- 17. Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company's Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.
- 18. Company's Agreement to Indemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
 - 18.1.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
 - 18.2.** The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;
 - 18.3.** A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description ; and
 - 18.4.** Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.
- 19. Survival.** Sections 6, 7, 9, 14, 16 and 18 of this Service Description will survive termination of the Service.

RECEIVABLES MANAGER SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Receivables Manager services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Service.** The Service enables Company to receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to the deposit accounts at Bank that Company enrolls in the Service (each, an "Account") and associated remittance information. The User Guide details (a) the types of payments for which Bank provides the Service, (b) the options Bank offers for formatting Files, (c) the secure transmission platforms Bank offers to deliver Files to Company, (d) the schedule Bank follows in providing the Service, and (e) Bank's Service level goals.
3. **Re-association Service.** If Company enrolls in Bank's Re-association Service, Bank will accept a File containing remittance information from a trading partner of Company and attempt to re-associate payments the trading partner makes separately by ACH or wire transfer, provided the trading partner (a) sends the remittance information to Bank in advance of the payment and (b) includes an originating company ID and a transaction reference number with both the remittance information and the associated payment.
4. **Company's Receipt of Files; Acknowledgments.** Bank will not monitor Files transmitted to Company through the Service including without limitation any

acknowledgment Company's system may generate upon its receipt of a File. If Company does not receive a File when it expects to, Company will notify Bank. If Company requests Bank resend a File within fourteen days after Bank initially transmits the File to Company, Bank will attempt to honor such request but will have no liability for not doing so.

5. **Incorrect, Incorrectly Formatted Information.** Bank is not responsible for the accuracy of and will not verify remittance information it receives from Company's trading partners and provides to Company through the Service.

E-BOX[®] SERVICE DESCRIPTION

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") E-Box[®] service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Service.** Bank (a) receives electronic information ("Remittance Information") about payments Company's customers make to Company through online bill payment services and other payment channels described in Bank's Reference Guide for the Service (each, a "Payment"); (b) processes Payments for credit to Company's account at Bank ("Account"); and (c) provides information reporting on Payments to Company through Bank's separate Receivables Manager Service ("Remittance File"). The specific processing services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW"). Each Business Day, Bank credits Company's Account for Funded Payments (see section 3) via a consolidated Automated Clearing House ("ACH") credit entry ("File"). Bank originates each File in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"). In order to enroll in the Service, Company will also enroll in Bank's Receivables Manager Service.
3. **Funded Payments.** A "Funded Payment" is a payment for which Bank receives Remittance Information and the funds relating to the Payment. Bank will process Payments for which Bank has received Remittance Information but not funding (each, an "Unfunded Payment") in accordance with the SOW.

WHOLESALE / WHOLETAIL LOCKBOX SERVICE DESCRIPTION

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Wholesale / Wholetail Lockbox service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Scope of Service.** The Service covers the processing of (i) checks and other instruments submitted in payment of obligations to Company ("Remittances" or "Checks") and (ii) written authorizations to charge payments due Company to the payors' credit cards ("Charge Authorizations"). However, processing of Charge Authorizations is not available at all processing sites and requires Company and Bank have a separate, currently effective merchant agreement for Bank's processing of Charge Authorizations for Company. **To the extent Company is not using the Service to process Charge Authorizations, the references to Charge Authorizations throughout this Service Description will not apply to Company.**
3. **Commencement of Service.** The Service will start on the date separately agreed to by Bank and Company if the following events have occurred before such date:
 - 3.1. The United States Postal Service has assigned the Lockbox (as defined in Section 4 below) to Company with the number and at the address specified by Bank to Company;
 - 3.2. The Deposit Account (as defined in Section 6 below) has been opened and is in good standing;
 - 3.3. Company has designated to Bank in writing the processing options selected by Company for the Service; and

3.4. Company has provided to Bank such other information and documents as Bank requests to enable Bank to commence and operate the Service for Company and to enable Bank to comply with its other obligations under this Service Description.

4. Lockbox. Company will direct its customers to mail Remittances and (if applicable) Charge Authorizations to the post office box identified in Company's Lockbox Service Set-up Form, or otherwise identified in writing to Company by Bank (the "Lockbox"). Bank (including any subcontractor of Bank) will have exclusive access to the Lockbox. Bank will give appropriate instructions concerning the Lockbox to the United States Post Office where the Lockbox is located.

5. Processing Lockbox Mail. Each Business Day (a day on which Bank is open to conduct its regular banking business, other than a Saturday, Sunday or public holiday), Bank or its subcontractor will pick up at, and transport from, the Lockbox to the processing site or sites designated by Bank (each a "Processing Site") the Remittances and Charge Authorizations addressed to the Lockbox. Except as otherwise specifically provided in this Service Description, Bank or its subcontractor will open the Remittances and Charge Authorizations and process them in accordance with the lockbox processing procedures set forth in this Section 5 (the "Processing Procedures"). Company agrees to instruct its customers and other obligors not to send cash to the Lockbox. Cash that is sent to the Lockbox will be subject to Currency Transaction Reporting.

5.1. Disposition of Remittances, Charge Authorizations, and Remittance Materials.

On each day Bank offers the Service, Bank will collect from the Lockbox the envelopes and other contents of the Lockbox. Bank will open the envelopes and determine whether they contain any Charge Authorizations, Remittances, remittance statements, invoices, correspondence, cash, papers, documents, or other items. Unless otherwise requested by Company and agreed to by Bank, if cash is sent with any remittance materials the cash will be removed from the envelope containing the remittance materials and a credit advice of the amount of the cash will be placed in such envelope with the remainder of the envelope's contents. Except as otherwise specifically provided in these Processing Procedures or elsewhere in this Service Description, or as specifically requested by Company and agreed to by Bank, Bank will not reconcile the Remittances, Charge Authorizations, cash or other items in the envelopes to invoices, to remittance statements, or to any other documents or papers in the envelopes or elsewhere. Bank will process any Remittances in the envelopes (i) by automated means where a scannable coupon is included and (ii) manually where an envelope does not include a remittance statement or coupon (a "Manually Processed Check"), as provided in the Processing Procedures, and if provided in the Processing Procedures, deposit such Checks and cash in the Deposit Account.

5.2. Document Identification, Imaging, and Data Capture. Bank or its subcontractor will, if requested (i) print an audit trail identification number on each of the Checks it processes, (ii) image all Remittances, Charge Authorizations, remittance stubs and correspondence included among the remittance materials (iii) electronically capture OCR data from remittance documents (if scannable coupon is included), such as account number and amount due.

5.3. Checks Not to Be Deposited. Unless Company gives Bank timely instructions to the contrary using the Online Lockbox Decision (OLD) Module available through Bank, with regard to a particular Check, each Check processed under automated check processing procedures will be deposited as provided in Section 5.6 of these Processing Procedures even if (i) the numerical and written amounts of the Check are

not the same, (ii) the numerical and written amounts on the Check do not correspond to the amount on any invoice or remittance statement sent with the Check, (iii) there is no payee on the Check, (iv) the Check is postdated or staledated, (v) the drawer of the Check cannot be determined, (vi) the Check does not have a date or a signature, or (vii) the Check contains alterations or restrictive notations.

Unless otherwise requested by Company and agreed to by Bank, Bank will not deposit Manually Processed Checks falling into any of the following four categories, or Checks which Company has specifically instructed Bank in writing not to deposit.

5.3.1. Unacceptable Payees. Checks on which the name or designation of the payee is not the name or designation specified by Company to Bank for acceptable payees or a reasonable variation (in Bank's opinion) of such name or designation.

5.3.2. Postdated and Staledated Checks. Checks which are postdated three or more days after the date they are collected from the Lockbox, postdated Checks that in Bank's opinion would not be paid on presentation, and Checks dated six (6) months or more prior to the date they are collected from the Lockbox.

5.3.3. Indeterminable Amount. Checks on which the correct amount of the Check cannot be determined from the Check and the documents accompanying the Check, or Checks on which the numerical and written amounts are not the same and the envelope containing the Check did not contain an invoice or a Remittance statement (or, if such were included, the amount of the invoice or Remittance statement did not match either the numerical or written amount on the Check).

5.3.4. Alterations. Checks with alterations; provided, however, that Bank will only use reasonable efforts to catch such alterations and prevent deposits. As a result, Bank will have no liability whatsoever, despite anything to the contrary in the Lockbox Agreement, for its deposit of any Check containing an alteration, unless the deposit results directly from the willful misconduct of Bank's officers or employees.

5.4. Checks to Be Deposited. Unless Company specifies otherwise in writing to Bank, Manually Processed Checks which do not fall into one of the four categories listed in Section 5.3 above will be deposited in the Deposit Account as provided in Section 5.7 below, and Checks falling into either of the following two categories will be deposited in the Deposit Account after being processed as provided below, unless they also fall into one of the four categories listed in Section 5.3 above, in which case they will not be deposited.

5.4.1. Discrepancies in Amount. Checks on which the numerical and written amounts are not the same, in which case the amount deposited will be that amount which corresponds to the amount on the invoice or Remittance statement enclosed in the envelope with the Check. If the numerical and written amounts on any Check are the same, but do not correspond to the amount on the invoice or Remittance statement enclosed in the envelope with the Check, the Check amount will be deposited.

- 5.4.2. Missing Date.** Checks which are not dated, in which case the Check will be deposited after being dated by Bank as of the date it is collected from the Lockbox.
- 5.5. Foreign Checks.** If Company so desires, Bank will deposit and process certain Checks drawn on a foreign bank or payable in a currency other than United States Dollars ("Foreign Checks"), so long as both the country in which the foreign bank is located and the currency in which the Check is payable currently appear on that certain list, announced by Bank from time to time, of foreign bank locations and currencies for which Bank is willing to process Checks, and Company and Bank have entered into an agreement to provide such services with respect to Foreign Checks. Foreign Checks not meeting these criteria will not be deposited and will be returned to Company in accordance with Section 5.15.
- 5.6. Restrictive Notations.** Bank will not inspect Checks to determine whether they bear restrictive notations, such as "Paid in Full". Bank will have no liability whatsoever, despite anything to the contrary in this Service Description, for depositing or otherwise handling any Check bearing a restrictive notation in accordance with these Processing Procedures, regardless of whether Bank has knowledge of such restrictive notation.
- 5.7. Deposits of Checks and Cash.** During each Business Day, Bank will make deposits of the acceptable Checks and cash received in the Lockbox by crediting the Deposit Account for the amount of such Checks and cash. Checks and cash received and processed on any day which is not a Business Day will be deposited to the Deposit Account on the next succeeding Business Day. Except as otherwise specifically provided in this Service Description, the normal and customary laws, rules, practices and procedures for handling deposits to checking accounts will apply to these Processing Procedures and the Service.
- 5.8. Changes in Names or Designations of Payees.** Company may at any time upon ten (10) calendar days advance notice to Bank request that a name or designation on Company's list of payees sent to Bank be deleted or added, and Bank will add or delete the name or designation if the request is acceptable to Bank. Review of acceptable payees is undertaken for Manually Processed Checks only
- 5.9. Eligibility Requirements for Processing Charge Authorizations.** Where Company is utilizing the Service to process Charge Authorizations, in order to be eligible for processing by Bank, a Charge Authorization received in the Lockbox must contain the name of the account debtor, the account debtor's credit card number, the expiration date, the three digit security code, and the amount of the payment authorized, all of which must be written or imprinted on the authorization form in a reasonably legible manner. If any one of these items of information is missing from a Charge Authorization, or is, in the sole judgement of Bank or its subcontractor, not sufficiently legible for processing purposes, the Charge Authorization will not be processed, and will be forwarded to Company as set forth below.
- 5.10. Processing Charge Authorizations for Approval.** Bank will proceed to process for approval each Charge Authorization received in the Lockbox which contains the information required in Section 5.9 above and is otherwise eligible for processing. Bank will seek approval from the issuer of the applicable credit card for the payment transaction set forth on the Charge Authorization. Bank will submit for settlement each Charge Authorization approved in this manner.

- 5.11. Settlement Report for Charge Authorizations.** To the extent that Company and Bank have a separate, currently effective merchant agreement for Bank's processing of Charge Authorizations for Company that provides for the generation of settlement reports, following processing of Charge Authorizations for approval, Bank (a) will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. and (b) will generate a settlement report for all approved Charge Authorizations and will make it available to Company in the manner mutually agreed upon during implementation of the Service.
- 5.12. Imaging.** Bank or its subcontractor will electronically image Checks, Charge Authorizations, remittance statements and correspondence received in the Lockbox. Company acknowledges and agrees that the images are not works made for hire and are the property of Bank and not of Company. Credit card information including credit card account number, signature and expiration date will be masked or redacted on images of charge authorizations
- 5.13. Truncation of Remittance Materials.** Company understands that any original remittance statements, invoices, coupons, correspondence and other remittance materials that are imaged by Bank pursuant to this Service Description will be destroyed by Bank five (5) calendar days after they are imaged. Therefore, Company must notify Bank of any issues which require inspection of original remittance materials prior to expiration of such five (5) day period.
- 5.14. Transmission of Information from Processed Remittances.** Each Business Day that Bank offers the Service, Bank will electronically transmit to Company, in accordance with the transmission method and file format agreed upon between Bank and Company, information from processed Remittances, including credit card transaction data, and each settlement report applicable to approved Charge Authorizations.
- 5.15. Mailing Undeposited Checks and Unimaged Remittance Materials to Company.** Unless otherwise specified by Company in writing to Bank, Bank will mail to Company, in accordance with the terms of this Service Description, (i) any remittance statements, invoices, correspondence, papers, and other documents enclosed in each envelope sent to the Lockbox which are not imaged in accordance with this Service Description, and (ii) any Checks enclosed in such an envelope which are not deposited in accordance with these Processing Procedures.
- 6. Deposit Account and Billing Account.** Company will maintain a deposit account with Bank, which Company will designate in the Lockbox Service Set-up Form or otherwise in writing, to which Bank or its subcontractor will (i) deposit Remittances received through the Lockbox, and (ii) credit amounts attributable to settlement of Charge Authorizations received through the Lockbox, throughout the term of the Service (the "Deposit Account"). Company understands that this Service Description covers the lockbox service to be provided by Bank and, except as specifically provided in this Service Description, does not cover the handling of the Deposit Account or the processing of Checks drawn on the Deposit Account. Except as otherwise specifically provided in this Service Description, the Deposit Account will be handled and Checks drawn on the Deposit Account will be processed by Bank as Bank would perform such responsibilities with respect to any other demand deposit account at Bank. As a result, the Deposot Account will be subject to, and Bank's operation of the Deposit Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Deposit Account (the "Account Agreement"), a copy of which Company acknowledges having received. All Bank's fees and charges for the maintenance and administration of the Lockbox and for the provision of the Service will be paid by Bank debiting the Deposit Account on the

day that such fees and charges are due. Bank may also require that Company establish a separate billing account with Bank (the "Billing Account") for Bank to debit Bank's fees and charges for the maintenance and administration of the Lockbox and for the provision of the Service.

- 7. Deposits and Confirmations.** Company authorizes Bank to endorse Remittances received at the Lockbox, and to deposit them into the Deposit Account as provided in the Processing Procedures. If any payee of a Remittance received in the Lockbox is a legal entity other than Company, Company represents and warrants to Bank that Company has the proper authorization from the payee to have the Remittance endorsed for deposit, and deposited, into the Deposit Account, and Company agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") suffered or incurred by Bank as a result of, or in connection with, Company's failure to have proper authorization. Company also authorizes Bank to process and settle Charge Authorizations received at the Lockbox, and to cause the amounts received on account of settlements of such Charge Authorizations to be credited to the Deposit Account as provided in the Processing Procedures. Bank will provide to Company an advice of deposits and other credits made to the Deposit Account. Company agrees to notify Bank's customer service center, whose address and telephone number is available upon request from Bank, (i) of any error in an advice of deposit within fourteen (14) calendar days after Company receives such advice of deposit and (ii) of any error in a bank statement, or of any failure of a bank statement to show a deposit that should have been made during the period covered by the statement, within thirty (30) calendar days after Company receives such bank statement. The liability of Bank for such errors is limited as provided in Section 17 of this Service Description.
- 8. Access to Lockbox Images.** The Service will allow Company to enter a website hosted by Bank or its subcontractor (the "Website") for the purpose of accessing archival images of Charge Authorizations, Remittances and other remittance materials processed through the Lockbox, and giving Bank or its subcontractor certain types of instructions with regard to the processing of such remittance materials. Company agrees to use the Website only in accordance with this Service Description and any notices and information posted on the Website (collectively, the "Website Use Documentation"). Persons entering the Website for Company (the "Users") must also accept any "terms of use" for the Website which appear on the Website when a User initially logs on.
- 9. Security Procedures.**

 - 9.1.** Bank or its subcontractor will provide each User with a multi-factor authentication compliant access method (which may consist of a combination of user names, passwords, passphrases, digital certificates and/or tokens) to be used whenever the User enters the Website.
 - 9.2.** It is Company's responsibility to ensure that any user names, passwords, passphrases, digital certificates and tokens provided in connection with use of the Website (collectively, "Security Devices") are known to, and used only by, persons who have been properly authorized by Company to access the Website and use the Service through the Website.
 - 9.3.** FAILURE TO PROTECT SECURITY DEVICES MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICE, (2) CORRECT, CHANGE, VERIFY, OR SEND DATA USED WITH THE SERVICE, (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, BANK OR (4) ACCESS COMPANY'S ELECTRONIC COMMUNICATIONS AND FINANCIAL

DATA. ALL ENTRIES INTO THE WEBSITE, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH COMPANY'S SECURITY DEVICES WILL BE DEEMED TO BE ENTRIES, USES, AND COMMUNICATIONS AUTHORIZED BY COMPANY AND SHALL BE BINDING UPON COMPANY. COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL SECURITY DEVICES. Company acknowledges the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (a) notifying Bank immediately when any new person becomes a User or when any existing User stops being a User, (b) disabling access to the Website immediately for each User who stops being a User, and (c) not keeping, in any form or in any place, lists of Security Devices.

9.4. Company agrees to notify Bank immediately when Company becomes aware of any loss or theft of, or any unauthorized use of, any Security Device. Company also agrees to notify Bank immediately when Company becomes aware of any unauthorized entry into the Website.

10. Use of Certain Software to Access the Website. In using the Website, Company will be sending financial and other data as well as electronic messages directly to Bank or Bank's subcontractor through the Internet. Company acknowledges that when the Internet, or other electronic communications facilities, are used to transmit or receive data and messages, the data and the messages may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, Company agrees to transmit and receive data and messages through the Website using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol or other protocols required by, or acceptable to, Bank, and to follow the log-on procedures established by Bank or its subcontractor that support such protocols.

11. Restricting or Terminating Access to the Website. In addition to, and not in substitution for, any provision in this Service Description or the other Service Documentation, Company understands and agrees neither Bank nor its subcontractor will in any way be obligated to permit Users access to the Service through the Website if (a) such use or access is inconsistent with any term or condition applicable to the Service or the Website or to the information to be accessed, (b) such use or access is not permitted by applicable state or federal law or regulation, (c) Bank has reasonable cause to believe that such use or access may not be authorized by Company or any third person whose authorization Bank believes is necessary for such use or access, or (d) Bank has reasonable cause to deny such use or access for Company's protection or the protection of Bank or Bank's subcontractor. If the Service cannot be used through the Website, Bank will make reasonable efforts for the Service to be used by other means. Neither Bank nor its subcontractor shall have any liability to Company for any losses or damages Company may suffer or incur as a result of any such termination.

12. Intra-Day Image Access. Company understands that any images which it accesses on an intra-day basis may not be final, and are subject to further value-added keying. Therefore, Company expressly assumes all risk associated with Company's use of such intra-day images.

13. Decisioning Module. If Bank's decisioning module is available to Company, and Company elects to use it in connection with the Service, Company will be able to send instructions through the Website to Bank or its subcontractor as to how to process certain Remittances or Charge Authorizations which Bank classifies as either "processable suspend" or "unprocessable" (collectively, the "Unprocessable Items"). Company will have several options for instructions, as agreed upon in advance by Bank and Company. Such options may include

one or more of the following: (i) apply the Unprocessable Item to a specific customer account, (ii) apply the Unprocessable Item to Company's suspense account, (iii) reject the Unprocessable Item and have it placed in Company's reject package, or (iv) direct Bank to issue a letter of pre-arranged content to the remitter of the Unprocessable Item. Each message related to the processing of an Unprocessable Item (a "Decisioning Instruction") must be received by Bank or its subcontractor by the cutoff time for deposit or processing of such item which Bank and Company have mutually agreed upon during implementation of the Service. If no Decisioning Instruction is received by the specified deadline, the Unprocessable Item will be handled in accordance with the Processing Procedures or any other standing instructions applicable such items. Bank will have no liability or responsibility whatsoever for any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions.

- 14. Customer Service.** Any questions or problems that Company has with respect to the Service should be addressed to Bank's customer service center at the telephone number and address separately disclosed to Company.
- 15. Claims, Legal Progress and Notices.** If Bank receives any claim, notice, legal process or court order relating to the Charge Authorizations, the Remittances, the Lockbox or the Deposit Account, Bank will comply with it if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it.
- 16. Indemnification.** Company agrees to indemnify Bank and its officers, directors, employees, agents and subcontractors (collectively, "Indemnified Parties") and hold each of the Indemnified Parties harmless from and against any and all losses, liabilities, claims, damages, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") which any one or more of the Indemnified Parties suffers or incurs in relation to (i) the processing of Charge Authorizations, (ii) any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions, or (iii) any action taken by Bank or its subcontractor in response to a Decisioning Instruction, except to the extent that any such Losses and Liabilities are directly caused by Bank's gross negligence or willful misconduct.
- 17. Limitation of Liability.** Company understands and agrees that, absent manifest evidence of fraud, Bank is entitled to assume that each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor purporting on its face to give the Charge Authorization, and Bank will have no liability for processing such Authorization in accordance with the Processing Procedures. In addition to the other limitations on Bank's liability contained in the Master Agreement, if Company incurs a material loss which results directly from Bank's or its subcontractor's negligence or breach in performing the Service and (i) if such negligence or breach is a failure to deposit any Check which should have been deposited or to process any Charge Authorization which should have been processed, pursuant to this Service Description, the liability of Bank and its subcontractor shall be limited to direct money damages in an amount not to exceed interest on the amount of the Check or the amount of the payment authorized under the Charge Authorization at a rate equal to the cost of funds (at a reserve adjusted daily interest rate which Bank will determine in good faith) for the time period such amount is not in the Deposit Account, which time period for the purpose of calculating the interest will not extend beyond the end of the thirty (30) calendar day notice period referred to in Section 7 of this Service Description, and (ii) if such negligence or breach results from any other action or failure to act by Bank or its subcontractor, the liability of Bank and its subcontractor shall, unless otherwise provided by any law which cannot be varied by contract, be limited to direct money damages in an amount not to exceed the lesser of (A) three (3) times all the Service Fees charged or incurred in relation to the Service during the calendar month immediately preceding the calendar month in which the loss occurred (or, if no such

fees were charged or incurred in the preceding month, such fees charged or incurred in the month in which the loss occurred), or (B) Two Hundred Thousand Dollars (\$200,000.00).

- 18. Termination.** Upon termination of the Service, Bank will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by Company for a period of three (3) months after the termination date, unless arranged otherwise between Company and Bank, with Service Fees with respect to such disposition based on Bank's estimate being prepaid directly to Bank at the time of such termination in immediately available funds or by another payment method acceptable to Bank in its sole discretion.
- 19. Assignment.** Notwithstanding anything to the contrary in the Agreement, the rights and obligations of Bank with respect to the Service shall be assignable to any successor in interest without restriction.
- 20. Instructions.** Bank is authorized to act on any instructions received by Bank if (i) such instructions purport to be made in the name of Company, (ii) Bank reasonably believes that they are so made, and (iii) they do not conflict with the terms of this Service Description, including, but not limited to, the Processing Procedures, as such terms may be amended from time to time, unless the conflicting instructions are supported by a court order.
- 21. Authorized Persons.** Any person identified by Company in the Lockbox Service Set-up Form or any certification, notice or other communication delivered to Bank may receive information, communications and notices regarding the Service, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Service. If the identity of such a person changes Company will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a certification, notice or other communication to act on it.
- 22. Software, Hardware and Backup Requirements.** Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with this Service Description, Company will as soon as reasonably possible deliver to Bank all data in Company's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.
- 23. Survival.** Sections 7, 9, 11, 12, 16, 17 and 23 of this Service Description will survive termination of the Service.
- 24. Terminology.** As used in this Service Description and in the Master Agreement as applied to this Service, "negligence" will mean a material failure to use that degree of care that would be used under the same or similar circumstances by a national banking association having substantially the same volume and type of lockbox activity and approximately the same number, size and diversity of lockbox customers.

COMMERCIAL ELECTRONIC OFFICE® (“CEO”®) SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) *Commercial Electronic Office*® service (“Service”) and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, “Acceptance”);
 - (c) the Master Agreement for Treasury Management Services (“Master Agreement”);
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of Service.** The *CEO*® portal is Bank’s electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the *CEO*® portal to access
 - (a) Bank Services in which Customer has separately enrolled (each, an “Accessed Service”) and
 - (b) third-party sites Bank may make available through the *CEO*® portal. Bank offers different channels through which Customer may access the *CEO*® portal that may include without limitation personal computers and mobile devices. Bank may add or eliminate channels at any time. A Bank Service or third party site accessible through one channel may not be accessible through another channel. The Service Documentation includes the Service Description for each Accessed Service. In the event of a conflict between the Service Description for the Accessed Service and this Service Description, the Service Description for the Accessed Service will control.
3. **Access to the *CEO*® portal.** When Customer enrolls in the *CEO*® portal and as Bank may determine is necessary after enrollment, Bank will (in accordance with section 4) provide one or more secure means of accessing the Services (each, a “Log-On Credential”) to the persons who are authorized to access the *CEO*® portal on Customer’s behalf (each an, “Authorized Representative”). Log-On Credentials may include without limitation Customer and user IDs, passwords, token IDs and other means of providing secure access to the *CEO*® portal Service that Bank adopts after the date Customer begins using the *CEO*® portal and may be changed by Bank at any time. Bank will have no obligation to Customer to verify or authenticate separately any communication Bank receives in Customer’s name through the *CEO*® portal, whether or not an Authorized Representative actually issued the communication. Bank may, at Bank’s sole option, contact Customer with respect to any communication Bank receives in Customer’s name, but Bank’s election to contact Customer with respect to one or more communication will not

obligate Bank to contact Customer with respect to any subsequent communication Bank receives in Customer's name.

4. **Administration of the CEO® Portal.**

4.1. **General.** Bank offers two options for administering the CEO® portal: (a) self-administration and (b) Bank administration.

4.2. **Self-Administration.** If Customer enrolls in Bank's self-administration option, there are three categories of Authorized Representatives: Customer Administrator, Administrator or User. Unless Customer and Bank separately agree, Bank provides Bank's then-current Log-On Credentials only to Customer's initial Customer Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Customer Administrator, who may perform all functions of Customer's initial Customer Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Customer Administrator or an Administrator and those in which Bank permits a User to self-enroll. Each Customer Administrator and Administrator has the authority to enroll Customer in additional Services. Customer will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative. Customer and Bank may agree separately that in addition to Company's use of self-administration as described in this section 4.2., Company may request that Bank assign Bank's then-current Log-On credentials to each User Customer designates in writing to Bank as Bank would if Customer elected Bank administration under section 4.3. Customer's designation to Bank will specify the Services which the User is authorized to access in addition to those Services in which Bank permits a User to self-enroll. Each User to whom Bank assigns Log-On credentials will remain authorized until the earlier of the removal of the User by Company through self-administration or by Bank through Bank administration within a reasonable time after receiving Customer's written notification that the User is no longer so authorized.

4.3. **Bank Administration.** If Customer does not enroll in Bank's self-administration option, there is one category of Authorized Representatives: Users. Bank will assign Bank's then-current Log-On credentials to each User Customer designates. Each User Customer designates will remain authorized until Bank has a reasonable time to act after receiving Customer's notification that the User is no longer so authorized.

5. **Restricting or Terminating Access to the CEO® Portal.** Bank will not be obligated to permit any Authorized Representative to use any Service through the CEO® portal if Bank determines such use is (a) not in accordance with any term applicable to the CEO® portal, (b) not permitted by Applicable Law, (c) not authorized by Customer or any third party whose authorization Bank believes is necessary for such use, or (d) should be denied for Customer's or Bank's protection (without Bank's agreeing to, or being required to, make this determination in any circumstance).

6. **Financial Information.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") may be available to Customer at the CEO® portal. The posting of any Financial Information or any other information or data at the CEO® portal will not be a recommendation by Bank of any particular Service or transaction. Bank does not guarantee the accuracy or completeness, (a) of any Financial Information, (b) is not responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) for any decision made or action taken by Customer in reliance on any Financial Information.

7. **Cash Flow Analysis Service.** This section contains additional terms applicable to Bank's Cash Flow Analysis Service. This Service enables Customer to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from Customer's deposit account(s) at Bank and other financial institutions Customer directs to provide data to Bank. Customer may also manually populate data. Bank will not verify the accuracy or completeness of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Customer uses this Service to convert balances to a currency other than the currency in which the account is denominated, the conversion rate used through the Service may differ from the conversion rate actually used when the funds are converted on a given Business Day.
8. **Customer's Representations and Warranties.** Customer represents and warrants to Bank:
 - 8.1. Customer's governing body has duly authorized each Authorized Representative, regardless of whether Customer enrolls in Bank's self-administration option, Bank administration or whether the individual is designated to act as Customer Administrator, Administrator or User; and
 - 8.2. Customer will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Customer becomes aware or suspects that any Log-On Credential may have been compromised.
9. **Customer's Agreement to Indemnify Bank.** Customer will indemnify and hold Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Customer contained in this Service Description.
10. **Alerts.** Bank offers alerts that delivers time-critical information when needed by e-mail, phone / prerecorded messages, fax, or text message even if automated technology is used to deliver the alerts. Alerts service offers customers: (a) Convenient time saving messages that does not require customer to access CEO. By customers subscribing to the messages they need the alerts service will proactively send them notifications informing customers of information important to their business. Also by providing customers messages the bank deems important for users without requiring them to enroll in the specific message. (b) Multiple delivery channels are available for each alert, customers define if they want the information delivered via by e-mail, text message, phone / prerecorded messages or fax. Additionally, they can view alerts they enroll in online through the CEO Portal Communication Center. (c) Consolidated delivery or immediate alert preference options are available to users for alerts they enroll in. Customers can choose to be notified immediately, once every hour, once every two hours, once a day, or twice a day for non-critical alerts. Critical alerts containing time sensitive information will be sent to you immediately.
11. **Survival.** Sections 3, 4, 5, 6, 7, 8, 9 and 10 will survive termination of the Service.

WELLS FARGO REMOTE DEPOSIT CAPTURE SERVICE DESCRIPTION

(Wells Fargo Electronic Depositsm and Desktop Deposit[®])

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) remote deposit capture services (collectively, “Service”) and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Service or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services (“Master Agreement”);
 - (d) the account agreement governing the account(s) Company uses in connection with the Service;
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.; and
 - (f) the then-current Electronic Check Clearing House Organization Operating Rules and Commentary (“ECCHO Operating Rules”).

This Service Description and the Master Agreement are posted at Bank’s *Commercial Electronic Office*[®] (*CEO*[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company’s use of the Service confirms Company’s receipt of and agreement to be bound by the applicable Service Documentation.

2. **Description of Service.** The Service enables Company to create or process Electronic Checks from eligible paper checks and transmit the Electronic Checks in an electronic file (“Electronic File”) to Bank for review and processing for credit to Company’s deposit account at Bank (“Account”) in accordance with this Service Documentation. An “Electronic Check” means an electronic image of, and electronic information derived from, an eligible U.S. Dollar paper item or check that conforms to ANSI X9.100-187. Bank’s Reference Guide for the Service lists eligible U.S. Dollar checks (and ineligible checks). For each Electronic Check Bank determines is eligible for processing, Bank will:
 - 2.1. create a substitute check conforming to ANSI X9.100-140 that Bank will present directly or indirectly to the bank (a) on which the original paper check to which the Electronic Check relates is drawn, or (b) at or through which the original paper check is payable (each, the “Paying Bank”);
 - 2.2. include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
 - 2.3. post or present any Electronic Check for which Bank is the Paying Bank.
3. **Creating or Processing Electronic Checks and Transmitting Company’s Electronic File to Bank.** To create or process Electronic Checks and transmit Company’s Electronic File to Bank,

Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (b) Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Checks and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Checks payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Checks payable to customers of Company or Bank.

- 4. Processing Company's Electronic File.** Bank will review each Electronic Check and process the Electronic Checks Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.
- 5. Exception Checks.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Checks Bank determines are ineligible for the Service (each, an "Exception Check"). "Exception Check" includes without limitation an Electronic Check that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Check, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, (d) fails to conform to ANSI X9.100-187, or (e) any Electronic Check other than one described in (a), (b), (c), or (d) of this section 5 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Check through Bank's *Commercial Electronic Office*[®] service or other communication channel at Bank's discretion. Company will deposit an Exception Check to Company's Account only by depositing the original Paper Check to which the Exception Check relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Check when Bank processes the Electronic File that includes the Exception Check, the substitute check or purported substitute check Bank creates from the Electronic Check may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Check will not limit Company's obligations to Bank under section 9.
- 6. Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Check for deposit to Company's Account (other than any Exception Check) (a) on the Business Day Bank processes the Electronic Check (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Checks will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time. If an Electronic Check or substitute check is dishonored by a Paying Bank, Company acknowledges and agrees that Paying Bank may create and return to Company or its customers a return substitute check conforming to ANSI X9.100-140 in lieu of the originally presented Electronic Check or substitute check. Company acknowledges and agrees that if Bank receives a notice of nonpayment from Paying Bank with respect to an Electronic Check or substitute check presented for payment, Bank has no obligation to provide this notice to Company or its customers.

7. Third-Party Processors.

7.1. General. This section contains additional terms applicable when Company is a third-party processor. Company is a “third-party processor” when it uses the Service either to (a) create and process an Electronic Check on behalf of a customer or (b) process an Electronic Check one of its customers has created and transmitted to Company.

7.2. Prerequisites for Acting as a Third-Party Processor. Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of customer (consumer or business). As part of Company’s due diligence, at time a customer initially opens an account with Company, Company will obtain the customer’s name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program, (b) establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in its Anti-Money Laundering Program and (c) suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Checks and maintaining the security of original Paper Checks; (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Checks for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer’s business.

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

8. Company’s Representations and Warranties. Company represents and warrants to Bank Company will:

8.1. use the Service only for eligible paper checks payable to or endorsed for deposit by Company or its customers (unless Bank expressly agrees otherwise);

8.2. transmit to Bank only Electronic Checks suitable for processing including without limitation legible Electronic Checks containing machine-readable MICR data;

8.3. not transmit to Bank any Electronic Check that duplicates an Electronic Check previously transmitted to Bank or that did not originate as an eligible paper check;

8.4. maintain control over and sole responsibility for secure retention and destruction of each original eligible paper check for which Company or one of Company’s customers has created an Electronic Check (including the security and integrity of nonpublic personal

information appearing on the original paper check throughout the transmission flow and while in storage) and properly secure all hardware Company uses in connection with the Service at all times;

- 8.5. not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper check with respect to which Company has transmitted an Electronic Check to Bank, unless Bank has notified Company that the Electronic Check is an Exception Check;
- 8.6. if Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Check payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Check payable to multiple customers of Bank; and
- 8.7. if Company is a third-party processor as set forth in section 7 of this Service Description, comply with section 7 of this Service Description.

9. **Company's Agreement to Indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 9, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:

- 9.1. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper check for which Company has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
- 9.2. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
- 9.3. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check, an Exception Check or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
- 9.4. Bank posting or presenting an Electronic Check for which Bank is Paying Bank or presenting an Electronic Check to the Paying Bank for payment.
- 9.5. Company will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows:
 - 9.5.1. Bank warrants to a warrantee that (i) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated and the electronic information includes

an accurate record of all MICR line information required for a substitute check and the amount of the check (“Image Quality Warranty”) and (ii) the warrantee will not receive a presentment of or otherwise be charged for an Electronic Check, an Electronic Returned Check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid (“No Double Debit Warranty”). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable.

9.5.2. Through Bank’s providing the Service to Company, Bank is required to indemnify a depository bank that accepts the original paper check from which an Electronic Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

9.5.3. If Bank transfers or presents an “electronically created item” and receive settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

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

11. Additional Controls on Company.

11.1. General. In FIL-4-2009, Risk Management of Remote Deposit Capture (“RDC”) Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal controls at Company’s locations, (b) periodically audit or require audits of Company’s

RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.

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

11.3. Company's Consumer Complaints. Bank may upon reasonable prior notice to Company request information about (a) Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"), (b) the number of consumer complaints Company received in the prior calendar quarter, and (c) the then current status of each consumer complaint.

12. Survival. Sections 8 and 9 of this Service Description will survive termination of the Service.

ACH ORIGATION SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") ACH origination service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of Services.** The Service enables Company to originate automated clearing house ("ACH") credit and debit entries in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"; see section 3). Company will maintain one or more deposit account(s) at Bank or Bank's affiliate (each, an "Account"), that Bank may use to process such Entries. An "Entry" is an ACH debit or credit entry issued in Company's name, and a "File" is the data file or batch release used to transmit one or more Entries to Bank. Section 6 of this Service Description describes (a) the means Bank offers to Company for transmitting Files to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a File or a communication amending or canceling an Entry or File (each, a "Security Procedure"). When Bank acts with respect to an Entry as both the originating depository financial institution ("ODFI") and receiving depository financial institution ("RDFI"), as ODFI and RDFI are defined by the ACH Rules, the Entry is an "on-us Entry."
3. **ACH Rules.** Company (a) authorizes Bank to originate Entries on behalf of Company to Receivers' accounts; (b) agrees to be bound by the ACH Rules; and (c) agrees not to originate Entries that violate the laws of the United States. In addition, Company agrees Bank may audit Company's compliance with the Service Documentation and the ACH Rules.
4. **Preparation of Entries and Files; Processing Schedules.** Company will prepare each File in accordance with the ACH Rules and the guidelines Bank separately makes available to Company. Bank will process each File in accordance with Bank's then current processing schedule and any instructions regarding the date an Entry is to be settled that Company furnishes with the Entry provided (a) Bank receives the File by Bank's applicable cutoff time on a Business Day and (b) the ACH is open for business. Files will be deemed received by Bank when the transmission of the File to Bank is completed and authenticated in compliance with the Security Procedure. If Bank receives a File after Bank's applicable cutoff time or on a day when the ACH is not open for business, the File will be treated

as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays. In acting upon the Entries or processing Files, Bank may use any means of transmission, funds transfer system, clearing house or intermediary bank that Bank reasonably selects.

5. **Inconsistency of Name and Number.** If an Entry describes a "Receiver" (as defined in the ACH Rules), both by name and identifying number, the RDFI may pay the Entry on the basis of the identifying number, even if the number identifies a person different from the named Receiver. If an Entry describes the RDFI both by name and identifying number, Bank, a gateway operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI.
6. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and describes the Security Procedures Bank offers for ACH origination. Company's elections regarding Initiation Methods and Security Procedures are set forth in the Acceptance.

6.1. **Commercial Electronic Office® (CEO®) Initiation Method.**

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

6.2. **Wells Fargo Gateway Initiation Method.**

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank originate ACH credit and/or debit Entries on behalf of Company and (b) receive periodic updates from Bank as it processes Entries for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to request ACH origination and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

6.3. **Direct Origination Initiation Method.**

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

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

SWIFT® FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include

confirming the sender and recipient of the message have exchanged bilateral keys (“BKE”), entered into a relationship management application (“RMA”) agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.4. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission (“SAFE-T”). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine (“M2M”). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

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

Value-Added Network (“VAN”). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each File transmitted to Bank through the VAN in Company’s name.

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

6.5. Security Procedure Elected by Company’s Third Party Service Provider.

Company is utilizing a Third Party Service Provider (“TPSP”) as defined in the ACH Rules to originate Entries and Files on Company’s behalf. Bank will authenticate each File transmitted to Bank in Company’s name in accordance with the security procedure the Company’s TPSP has elected. Company will notify Bank of any change to Company’s TPSP in a manner affording Bank a reasonable opportunity to act on the information.

6.6. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Treasury Management Product Enrollment form.

7. Company’s Payment Obligations. As of the applicable settlement date, Company will maintain available funds in each Account sufficient to cover the credit Entries originated against it. Company’s obligation to pay Bank for each credit Entry matures when Bank transmits the credit Entry to the ACH or gateway operator or posts an on-us Entry. Bank is authorized to debit the Account for the total amount of all credit Entries originated from it at any time. If requested by Bank, Company will pay to Bank, in immediately available funds, an amount equal to all credit Entries Company originates through

Bank before the date Bank delivers the credit Entries to the ACH or gateway operator or posts an on-us Entry. If Company fails to comply with Bank's request, Bank may refuse to send the Entries to the ACH or gateway operator or post an on-us Entry. Bank may take such other actions as it deems necessary or appropriate to ensure Bank receives payment for Company's credit Entries including without limitation (a) upon notice to Company, placing a hold on funds in any account at Bank or any affiliate of Bank that Company owns in whole or in part sufficient to cover Company's credit Entries and (b) setting off against any amount Bank or an affiliate of Bank owes Company. In addition, Bank may charge the Account or any other Company account at Bank or any affiliate of Bank for any debit, correcting or reversing Entry which is later returned to Bank.

8. **Provisional Credit.** A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement, Bank is entitled to debit Company's Account or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank for the amount of the Entry. Company will pay any shortfall remaining after such debit to Bank immediately upon demand.
9. **Rejected Entries.** Bank may reject an Entry or File if Company fails to comply with the terms of this Service Description. Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for rejecting an Entry or File or any loss resulting from Bank's failure to provide notice. If Company requests Bank repair an Entry or File and Bank attempts to do so, Bank will not be liable if it is unable to make the requested repair. Company will pay all charges and expenses Bank incurs in connection with any repair or attempted repair.
10. **Cancellation, Amendment, Reversal.** Company has no right to cancel, amend or reverse an Entry or File after its receipt by Bank. If Company requests Bank cancel, amend or reverse an Entry or File, Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so. Company will reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to effect Company's request.
11. **Returned Entries.** Bank will have no obligation to re-transmit a returned Entry or File to the ACH or gateway operator, or to take any further action with respect to a returned on-us Entry, if Bank complied with the terms of this Service Description with respect to the original Entry or File. Company will reimburse Bank for any returned debit Entries on the same day Company receives notice of such returned Entry.
12. **Reconstruction of Entries and Files.** Company will retain sufficient records to permit it to reconstruct each Entry and File it delivers to Bank for a period of five (5) Business Days after the applicable settlement date and will submit the reconstructed Entry or File to Bank upon request.
13. **Audit.** Company grants Bank ongoing access to Company's Files and the right to audit periodically such Files and Company's ACH processes and controls so Bank can verify Company's compliance with this Service Description.
14. **Bank's Internal Risk Parameters.** Bank establishes internal risk parameters to identify out-of-pattern or suspect Entries or Files and protect Company and Bank from potential losses. These parameters may include without limitation limits on debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank may pend or delete an Entry or File exceeding the applicable parameters. In addition, any transaction TYPE (debit or credit) or SEC (standard entry class) as defined in the ACH Rules may, at Bank's option, be conditioned upon Bank's prior approval. Upon notice to Company, Bank may discontinue processing a TYPE and/or SEC of transactions Bank has previously processed for Company.

15. International Entries.

- 15.1. General.** This section contains additional terms applicable when the financial institution holding the account designated to receive an Entry is in a jurisdiction (“Receiving Country”) other than the United States (each, an “International Entry”). Bank will process each International Entry in accordance with (a) the laws and payment system rules of the Receiving Country (b) any agreement governing International Entries between Bank and the gateway operator through which Bank processes the International Entry, the terms of which Bank communicates to Company prior to Company’s use of the Service or from time to time thereafter, and (c) the ACH Rules. If there is a conflict among these three clauses, they will govern in the order set forth in this subsection.
- 15.2. Credit Entries.** With respect to credit Entries Bank agrees to originate in the currency of a designated foreign government or intergovernmental organization (“Foreign Currency”), Bank will convert the amount to be transferred from U.S. dollars (“USD”) to the Foreign Currency at Bank’s sell rate for exchange in effect on the Business Day the Entry is transmitted by Bank to the ACH or gateway operator. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, Bank will not be liable for a sum in excess of the amount of the original Entry after it has been converted from the Foreign Currency to USD at Bank’s buy rate for exchange at the time the Entry is returned to Bank.
- 15.3. Debit Entries.** With respect to debit Entries Bank agrees to originate in a Foreign Currency, Bank will convert the amount of each Entry from the Foreign Currency to U.S. Dollars at Bank’s buy rate for exchange in effect on the settlement date of the Entry. If the financial institution designated to receive the Entry subsequently returns it, Bank may charge the applicable Account (or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank) for the amount equal to the value of the returned Entry, after Bank has converted the Foreign Currency to USD at Bank’s sell rate for exchange at the time the Entry is returned to Bank. Bank will not be liable for a sum in excess of the original amount of the Entry after conversion.
- 15.4. Acts or Omissions of Third Parties.** Bank will not be liable for any failure or delay by a gateway operator, any intermediary financial institution, or the financial institution designated to receive the Entry in the Receiving Country in processing or failing to process any Entry Bank transmits to the Receiving Country, or for acts or omissions by a third party including without limitation the delay or failure of any third party to process, credit or debit any Entry.

16. Third-Party Sender Activities. This section contains additional terms applicable when Company is a Third-Party Sender, as defined by the ACH Rules.

- 16.1. General.** Prior to originating any Entry on behalf of a customer of Company and/or upon request by Bank, Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of Company’s customer’s business including without limitation the name, Taxpayer Identification Number, business activity and geographic location of Company’s customer, and whether Company’s customer is itself a Third-Party Sender, (c) timely provide Bank with information Bank requires for purposes of Bank’s registration of Company or Company’s customer as a Third-Party Sender in accordance with the ACH Rules (“Registration”) and/or supplemental Registration information requested by Bank; (d) if specifically required by Bank, obtain Bank’s written approval to initiate or continue to initiate Entries for that customer, which approval Bank may rescind upon written notice to Company; and (e) enter into a written agreement with that customer whereby that customer agrees:

20. Warranties.

20.1. General. Company acknowledges Bank makes certain warranties under the ACH Rules and other applicable law with respect to each Entry. Company will reimburse Bank for any loss Bank incurs, including Bank's reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty made by Bank in connection with any Entry Bank originates upon the instructions received from Company, except to the extent that the loss resulted from Bank's own gross negligence or intentional misconduct.

20.2. Smart Decision Service. If Company subscribes to Bank's Smart Decision Service, Company warrants Company (a) will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data; (b) will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company the Electronic Image is not legible or contains MICR data that is not machine readable; and (c) will comply with the ACH Rules and Regulation E at all times Bank provides the Service.

20.3. MICR-Split Processing Service. If Company uses Bank's MICR-Split Processing Service, Company warrants that (a) Company has obtained the appropriate authorization from each person owning or holding the account shown in the debit Entry data delivered by Company to Bank, and such authorization will be operative at the time of Bank's issuance of the PACs; and (b) Company is not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

21. Indemnification. Company acknowledges Bank indemnifies certain persons under the ACH Rules. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from Bank's own gross negligence or intentional misconduct. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

22. Termination. In addition to the termination provisions contained in the Master Agreement, Bank may terminate the Services immediately upon notice to Company if Bank determines in its sole discretion: (a) the number of returned debit Entries originated under this Service Description is excessive; or (b) Company has breached a warranty provided under the ACH Rules or this Service Description or otherwise failed to comply with the ACH Rules.

23. Survival. Sections 4, 5, and 7-21 will survive termination of the Services.

PERFECT RECEIVABLES[®] SERVICE SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) Perfect Receivables service (“Service”) and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services (“Master Agreement”);
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of the Service.** Bank’s Service enables Company to elect options for posting and reporting information about automated clearing house (“ACH”) entries and wire transfers (each, a “Remittance”) that Bank posts each Business Day for credit to one or more deposit accounts Company maintains at Bank or Bank’s affiliate (each, an “Account”).
3. **Bank’s Processing of Remittances-Chargebacks.** Each Business day, Bank will post to Company’s Account all Remittances Bank receives prior to the cut off time Bank separately discloses to Company, other than Remittances Bank rejects. Each credit to Company’s Account for a Remittance is provisional until Bank receives final settlement for the Remittance. If Bank does not receive final settlement, Bank is entitled to debit Company’s Account or any other account Company owns, in whole or in part, at Bank or any affiliate of Bank for the amount of the Remittance. Company will pay any shortfall remaining after such chargeback to Bank immediately upon demand.
4. **Rejected Remittances.** Bank may, but will not be obligated to, reject a Remittance: (a) that does not contain all of the required information specified by Bank; (b) if Bank suspects that Company is not entitled to the Remittance; (c) if at the time Bank receives the Remittance, Company does not maintain an Account with Bank, the Service has been terminated, or Bank is not permitted by law to accept credits to any of Company’s Accounts; or (d) if Company is in default under this Service Description or any other Service Documentation.

5. **Bank's Reporting to Company.** Each Business Day, Bank will provide Company with the information about Remittances posted to Company's Account(s) through the communications channel(s) Company elects.
6. **Violation of Applicable Law.** Company represents and warrants to Bank that Company will not use the Service in a manner that could result in a violation of Applicable Law by Company or Bank. Company will provide Bank with the information Bank requires to enable Bank to understand the nature of Company's use of the Service and grants Bank ongoing access to audit Company's compliance with Applicable Law. In addition to Bank's other rights to terminate the Service under the Service Documentation, Bank may terminate the Service upon notice to Company if Bank determines Company's use of the Service could result in a violation of Applicable Law.

TARGET BALANCE ACCOUNT SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Target Balance Account service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Service.** If Company maintains multiple accounts at Bank, Company may designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts". For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an overdraft or exceed the Collected Balance then on deposit in the Principal Account.

WIRE TRANSFER SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) Wire Transfer service (“Service”) and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, “Acceptance”);
 - (c) the Master Agreement for Treasury Management Services (“Master Agreement”);
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of the Service.** The Service enables Customer to instruct Bank to transfer funds by wire. Customer agrees to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of the transaction. In this Service Description, an instruction to Bank (including any communication cancelling or amending an instruction) in Customer’s name to transfer funds from Customer’s account at Bank or Bank’s affiliate (each, an “Account”) is a “Payment Order.” Section 5 of this Service Description describes (a) the means Bank offers to Customer for transmitting Payment Orders to Bank (each, an “Initiation Method”) and (b) the means Bank will use to verify Customer’s authorization of a Payment Order or a communication amending or canceling a Payment Order (each, a “Security Procedure”).
3. **Preparation of Payment Orders; Processing Schedules.** Customer will prepare each Payment Order in accordance with guidelines Bank separately makes available from time to time. Bank will execute each Payment Order in accordance with Bank’s then current processing schedule and any instructions Customer furnishes with the Payment Order regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by Bank when Bank has verified it in compliance with the Security Procedure. If Bank receives a Payment Order after Bank’s applicable cutoff time on any Business Day, Bank will treat the Payment Order as having been received prior to Bank’s applicable cutoff time on Bank’s next Business Day. “Business Day” means a day (other than a Saturday or Sunday) on which the applicable branch or subsidiary of Bank is open for general business in the country or jurisdiction in which the Account is maintained. When used in connection with funds transfer services, “Business Day” means each day on which Bank or the Bank office providing or facilitating the service is open for business related to that service.

4. **Inconsistency of Name and Number.** If a Payment Order describes the person to receive the funds that are the subject of the Payment Orders both by name and identifying number, Bank may execute the Payment Order solely on the basis of the identifying number, even if the number identifies a person different from the named person. If a Payment Order describes a financial institution both by name and identification number, the identification number may be solely relied upon to identify the financial institution, even if the identification number refers to a financial institution other than the named financial institution.
5. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and Security Procedures Bank offers for wire transfers. The availability of certain Initiation Methods and Security Procedures may vary by jurisdiction. Customer's elections regarding Initiation Methods and Security Procedures is/are set forth in the Acceptance.

5.1. Voice Initiation Method.

Bank's voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders.

5.1.1. Telephone Verification Service. If Bank receives a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, Bank will make one attempt to telephone person(s) designated by Customer on the most current setup form for Customer in Bank's records to verify the Payment Order. If Bank is unable to complete the call, Bank will not process the Payment Order.

5.2. CEO Portal Initiation Method.

The *CEO* portal is Bank's electronic banking portal that is accessed via the Internet. Authorized users may access Bank's *CEO* Internet Wire Transfer Service through the *CEO* portal. *CEO* security procedures include log-on credentials specified by Bank (that may include a Customer ID, user ID and password) and any other authentication or authorization process Bank requires from time to time. Bank will use the *CEO* security procedures to authenticate each Payment Order received through the *CEO* portal in Customer's name.

5.3. Direct Origination Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https) FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to Bank in Customer's name.

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

5.4. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to Bank in Customer's name.

Machine-to-Machine (“M2M”). This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL). Bank uses digital certificates to authenticate each Payment Order transmitted to Bank in Customer’s name.

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

Value-Added Network (“VAN”). With this transmission method, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each Payment Order transmitted to Bank through the VAN in Customer’s name.

5.5. Wells Fargo Gateway. Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface (“API”) to securely (a) request that Bank execute Payment Orders on behalf of Company and (b) receive periodic updates from Bank as it processes Payment Orders for Company. The Gateway uses tokenized transmission methods for direct communication between Company’s internal payment system(s) and Bank’s payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company’s tokens, API keys, digital certificates, and Company’s instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to issue Payment Orders and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

5.6. SWIFT® Initiation Method.

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

5.7. Non-Standard Security Procedure.

If Customer has refused to utilize any of the security procedures described above, then the Security Procedure Customer will use is described on Attachment B to the Acceptance.

6. Authorization to Pay. Customer authorizes Bank to (a) execute any Payment Order Bank verifies in accordance with the applicable Security Procedure and (b) debit the account specified in the Payment Order (and if no account is specified, the Account or any other account of Customer at Bank or an affiliate) even if a debit results in an overdraft on the execution date.

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

7. **Customer's Duty to Report Erroneous or Unauthorized Transfer Instructions.** Customer will exercise reasonable care to determine whether a Payment Order accepted by Bank was either erroneous or not authorized and to notify Bank of the relevant facts within a reasonable time not exceeding 14 days after Customer receives notification from Bank that the Payment Order was accepted or that the Account was debited with respect to the Payment Order, whichever is earlier. Customer will be liable to Bank for the loss Bank incurs as a result of Customer's failure to act in accordance with this section.
8. **Rejected Payment Orders.** If a Payment Order is rejected for any reason Bank will attempt to notify Customer promptly so Customer may cure the defect but will have no liability to Customer for a rejected Payment Order or any loss resulting from Bank's failure to provide notice.
9. **Cancellation, Amendment, Reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by Customer, except Bank may, at Customer's request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.
10. **Drawdown Requests.** A "drawdown request" is an instruction from Customer to another depository institution to debit (a) an account at that institution and transfer the funds to Bank (each, an "outgoing drawdown request") or (b) the Account and transfer the funds to that institution (each, an "incoming drawdown request"). In this Service Description, "Payment Order" includes drawdown requests. Bank may execute an incoming drawdown request that conforms with instructions it receives through Fed Wire, SWIFT, CHIPS or any other funds transfer system, provided such instructions are not inconsistent with instructions Customer separately provides in writing. The authority to execute the incoming drawdown request will continue until Bank receives express written notice from Customer that such authority is revoked.
11. **Limitation of Bank's Liability.** If Bank executes Customer's Payment Order by sending instructions to another financial institution, Bank may send the payment order by any transmission method and by any route Bank in its sole discretion considers reasonable. Bank will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after Bank has received confirmation of the effective cancellation of the Payment Order and Bank is in free possession of the funds debited or earmarked in connection with the Payment Order. If Bank is notified it did not transfer the full amount stated in a Payment Order, Bank's sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Bank executes a Payment Order in excess of the amount stated in the Payment Order, to the extent Customer does not receive the benefit of the Payment Order, Bank will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, Bank will be liable for the amount of interest Customer has lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, Bank's liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth Bank's complete liability for a Payment Order issued or received under this Service Description.
12. **Survival.** Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of Services.

INFORMATION REPORTING and IMAGE DELIVERY SERVICE DESCRIPTION

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") information reporting and image delivery ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of Services.** Through the Service, Bank makes available to Customer data regarding transactions on and/or images of Items posted to (or other instruments processed through) deposit account(s) at Bank that Customer enrolls in the Service (each, "Account"). The data and images are referred to collectively in this Service Description as "information." The methods used to make information available to Customer include without limitation BAI File Transfer, Bank's *CEO* portal, physical media (CD-ROM and DVD), transmission, Machine-to-Machine ("M2M"), and an Application Programming Interface ("API") through Bank's Gateway. Depending on the Service Customer elects, the information may include images of items or other instruments (a) posted to or processed through the Account; (b) cashed or collected by Bank or accepted for deposit to the Account; and (c) returned unpaid to the Account. "Item" is defined in Customer's Account agreement. Images of posted Items that have been converted pursuant to the National Automated Clearing House Association Rules may not be available through the Service. Bank also offers an optional service through which Customer can place stop payment orders.
3. **Software Sublicense.** If a software license or sublicense is required for Customer to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Customer as part of the set up process for the Service. Customer will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Customer, including without limitation if Customer fails to comply with the Software Sublicense.

4. **Stop Payment Orders.** If Customer elects a Service through which Customer is able to place stop payment orders, Customer's rights and Bank's obligations with respect to any stop payment order will be determined in accordance with the applicable Account agreement.
5. **Survivorship.** Sections 3 and 4 will survive the termination of the Service.

ACCOUNT RECONCILIATION PLAN SERVICE

SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Services.** Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.
3. **Issued Check Information.** If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank separately discloses, Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.
4. **Stop Payment Orders.** If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's verification that the Item described in the stop payment order has not been paid; and (c) this verification may occur a minimum of ninety (90) minutes after the time Company transmits the stop payment order to Bank.

CHEXSTOR[®] SERVICE DESCRIPTION



WELLS
FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") CheXstor service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Service.** The Service enables Company to have Bank maintain microfilm records of all Items paid on each deposit account of Company at Bank that Company enrolls in the Service (each an "Account"). Bank will maintain microfilm records for a period of seven years or any longer period required by applicable law ("Record Period"). Each Item Bank microfilms will be shredded and recycled. As part of the Service, Bank will provide a photocopy of any Item posted against the Account which Company requests during the Record Period. Company may request a photocopy electronically via Bank's *Commercial Electronic Office[®]* or by contacting Bank at the telephone number on Company's account statement.
3. **Liability.** If Bank fails to provide in a timely manner a copy of an Item Company requests during the Record Period, Bank will reimburse Company for (and Bank's liability will be limited to) any direct monetary loss Company incurs as a result of the Item's unavailability (not to exceed the amount of the Item). Bank will require Company to substantiate any claimed loss.

CHECK CASHING SERVICE DESCRIPTION

1. Introduction.

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

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

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

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

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

3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.
4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.
5. **Company's Guarantee of Payment and Obligation of Reimbursement.**
 - 5.1. **Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.
 - 5.2. **Obligation of Reimbursement.** If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.
6. **Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.
7. **Survival.** Sections 4, 5 and 6 of this Service Description survive termination of the Service.

CONTROLLED DISBURSEMENT SERVICE DESCRIPTION



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

- (a) this Service Description;
- (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment document acceptable to Bank (each, "Acceptance");
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. Required Account(s) and Services. Company, as defined in the Acceptance, will establish and maintain:

- (a) one or more demand deposit accounts at Bank (each, a "Funding Account");
- (b) one or more checking accounts at Bank (each, a "Disbursement Account") linked to a Funding Account;
- (c) the information reporting service specified by Bank ("Information Reporting Service"); and
- (d) for each Disbursement Account, Bank's Image Positive Pay Service.

Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Service Documentation. Company will use each Disbursement Account solely to issue checks (or payable-through drafts) and electronic debits (each, a "Debit") in accordance with this Service Description. Company will not issue any Debits on any Disbursement Account until Bank notifies Company that such Disbursement Account is operational.

3. Determination of Total Net Presentment. Each Business Day as defined in the applicable Account Agreement by the reporting times Bank separately discloses to Company from time to time, Bank will make the Total Net Presentment for each Disbursement Account available to

Company by means of the Information Reporting Service. The Total Net Presentment consists of the total dollar amount of:

- (a) Debits that have posted in the first and, if applicable, second presentment on that Business Day; and
- (b) Adjustments to the Disbursement Account reported on Bank's CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

If the Total Net Presentment is not made available through the Information Reporting Service by the applicable reporting time, Bank will have no liability, and Company will estimate the Total Net Presentment.

4. Company's Obligation to Deposit Funds in Funding Account. Each Business Day, by the applicable cutoff time Bank separately discloses to Company from time to time, Company will deposit good and collected funds in Company's Funding Account so that the balance in the Funding Account, determined in accordance with the applicable Account Agreement, is sufficient to cover

- (a) either the Total Net Presentment or Company's estimate of the Total Net Presentment, and
- (b) the total of any Debits that have been memo posted to Company's Disbursement Account before the applicable cut off time on the current Business Day as set forth in Bank's Intra-Day Composite Report.

If Company fails to transfer funds in accordance with its obligation under the preceding sentence or if such transfer was based on Company's estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, Bank may, at its sole option,

- (c) advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account; or
- (d) return Debits, in any order, unpaid (even though Bank may have previously established a pattern of paying such Debits).

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

6. Bank's Obligation to Pay Debits. Bank will have no obligation whatsoever to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time Bank makes its payment decision.

7. Company's Agreement to Repay Bank's Advances to Disbursement Account(s). Company will unconditionally pay Bank on demand without setoff or counterclaim in good and collected funds the full amount of any advance Bank makes pursuant to Section 4(a) and Section 5 plus Bank's fees and costs incurred in connection with such advance.

- 8. Security Interest.** As security for the Obligations (as defined in this Section 8), Company pledges to Bank, and grants a lien to Bank on, and a security interest in, the following and the proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations: (a) all amounts from time to time on deposit in, or withdrawable from, Funding Account, all of Company's other accounts with Bank and Bank's affiliates and each Disbursement Account, and (b) any of Company's property, or property in which Company has an interest, now or at any time delivered, conveyed, transferred, assigned, pledged or paid to Bank in any manner whatsoever. "Obligations" includes any and all advances, debts, loans, obligations and liabilities that Company owes Bank and Bank's affiliates pursuant to the terms of this Service Description, including without limitation any advances Bank makes to Funding Account(s) pursuant to Section 4(c) of this Service Description and any advances Bank makes to Disbursement Account(s) pursuant to Section 5 of this Service Description. Bank's receipt at any time of any kind of security, including without limitation cash, will not be deemed a waiver of any of Bank's rights or powers under any agreement Company has signed in Bank's favor. Company will sign and deliver to Bank, on demand, all such security, control or other agreements, financing statements and other documents as Bank may at any time request which are necessary or desirable (in Bank's sole opinion) to grant to Bank a perfected security interest in and to any or all of the Collateral. At the time any Obligation becomes due and payable, Bank may sell or otherwise apply or dispose of any and all Collateral, received or to be received, in such parcel or parcels, at such time or times, at such place or places, for such price or prices and upon such terms and conditions as Bank may deem proper, and Bank may apply the net proceeds of the sale or sales, application or other disposition, together with any sums credited by or due from Bank to Company, to the payment of any and all of the Obligations, all without prejudice to Bank's rights against Company with respect to any and all of the Obligations which may be or remain outstanding or unpaid. Company expressly waives any right to require Bank to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. Any requirement of reasonable notice to Company with respect to the sale or other disposition of Collateral will be met if the notice is given at least five calendar days before the date any sale, application or other disposition will be made. Bank's rights and remedies under any agreements or instruments signed by Company in Bank's favor are in addition to, and not exclusive of, any rights or remedies otherwise available to Bank under applicable law.
- 9. Protection Against Fraudulent Checks.** Company and Bank acknowledge that there is a growing risk of loss resulting from the increasing use of counterfeit and certain other types of fraudulent checks. Company recognizes that controlled disbursement service customers are especially susceptible to losses from these checks. Company is aware that Bank offers an additional service known as "Payee Validation", which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. Bank has advised Company that if it does not enroll in and actively use Bank's Payee Validation Service, Bank will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and Company will be treated as having assumed the risk of these losses.
- 10. Liability and Indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, Bank will not be liable for any claim, demands, judgments or expenses ("Losses") paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any Losses paid, suffered or incurred by it, arising directly or indirectly as a result of or in connection with:
- (a) Company's performance or failure to perform its obligations in accordance with this Service Description;
 - (b) Bank's acting on any information furnished by or on behalf of Company in any Service Documentation or otherwise;

- (c) Bank's return of any Check unpaid because Company has not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment;
- (d) Bank's dishonor and return of any Debit unpaid if Company issues the Debit before Bank notifies Company the Disbursement Account on which it was drawn is operational;
- (e) Bank's nonpayment of a Debit, unless such nonpayment results directly and proximately from Bank's gross negligence or willful misconduct;
- (f) Bank's late return of any Debit as a result of, and any presentment-related problem resulting from, the failure of any Debit which has not been tested and approved by Bank to conform in any respect to Bank's check specifications;
- (g) Except as otherwise provided under Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through Draft, or Third-Party Draft Service Descriptions, if Bank provides Company with one or more of these services, Bank's payment of any check or payable-through draft which is unauthorized or contains a forged, unauthorized, incorrect or illegible endorsement, a forged or unauthorized signature, an alteration of amount or payee, or any other error, discrepancy or deficiency; or
- (h) Bank's exercise of its rights or Bank's performance of its obligations in accordance with this Service Description or Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through, or Third-Party Draft Service Descriptions, if Bank provides Company with one or more of these Services.

11. Termination. In addition to Bank's right to terminate the Service under the Master Agreement, Bank may terminate this Service and close the Funding Account(s) and Disbursement Account(s) immediately upon Bank's sending Company written or oral notice (confirmed in writing) of such action if:

- (a) Company fails at any time to fund the Funding Account as required in this Service Description;
- (b) any lawsuit or other action or proceeding is filed or instituted by any federal or state agency alleging, or Bank receives an opinion of counsel, that this Service or any material term or condition of this Service violates any law or regulation;
- (c) the occurrence of any default by Company under the other Service Documentation or under any other agreement or instrument signed by Company in Bank's favor including without limitation any loan agreement or promissory note; or
- (d) Bank determines that one or more conditions exist or events have occurred which might indicate, or result in, a material adverse change in Company's operations, business, property or assets or its condition (financial or otherwise).

Upon termination of this Service, Company will, in accordance with such instructions as Bank may give, cease to issue Debits on the Disbursement Account(s), and Bank will close the Disbursement Account(s) and stop processing Debits. Company will continue to be liable for all Debits issued on the Disbursement Account(s) prior to termination and for all Debits the Bank is obligated to pay.

12. Survivorship. Sections 4, 7, 8, 9 and 10 will survive the termination of the Service.

POSITIVE PAY SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Positive Pay services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of Service.** The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. Bank separately reviews each "directly-presented Check" (see section 10). "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconciliation Plan ("ARP") Service is required.
3. **Service Options.** Company may enroll an Account in one of two options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as

specified in the Exceptions Report. Each discrepancy is an “Exception,” and each Check with a discrepancy is an “Exception Item”. Bank reserves the right to determine the nature of the review it performs of any Check based on the channel through which Bank receives the Check and other criteria Bank establishes from time to time.

3.1. Perfect Presentment® Positive Pay. Bank electronically compares a Check to Company’s Check Issue Data prior to posting the Check to Company’s Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank’s Controlled Disbursement Service.

3.2. Positive Pay and Positive Pay Only. Bank electronically compares a Check to Company’s Check Issue Data after posting the Check to Company’s Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank’s ARP Service is not required for Positive Pay Only.

4. Payee Validation. Payee validation is an optional, additional service for which Customer is charged separately. In addition to performing the electronic comparison described in section 2, Bank electronically compares the payee’s name on each Check exceeding the dollar amount established by Bank (the “Payee Validation threshold”) to the payee’s name in Company’s Check Issue Data. Bank will not perform this electronic comparison or any other Payee Validation review on a Check that is less than the Payee Validation Threshold. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company’s Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (c) Company fails to include the payee’s name on the Check in Company’s Check Issue Data; (d) Bank does not receive Company’s Check Issue Data for the Check before the cutoff time Bank separately discloses; or (e) Company requests Bank add the payee’s name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check under the Payee Validation threshold Bank pays if Company notifies Bank it has incurred a loss as a result of an unauthorized alteration of the payee’s name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee’s name because Company has (x) truncated the payee’s name in Company’s Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank’s Customer Guidelines for the Service). NOTE: When Customer enrolls in Bank’s optional Payee Validation Service, Customer is charged a per-Check fee for each Check presented on Customer’s Account during a monthly billing cycle. This fee is separately disclosed to Customer. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation threshold.

5. Check Issue Data. The “Check Issue Data” for any Check is the Check’s complete serial number and numeric amount, and if Company has selected Payee Validation, the payee’s name (or truncated name). As detailed in Bank’s User Guide for the Service, a “truncated name” is the portion of a payee’s name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide Bank with the Check Issue Data for all issued Checks in the format, through the medium, and at the place(s) Bank specifies. Company will not distribute any Check before it has included the Check in the Check Issue Data it has provided to Bank. In performing the Service, Bank will use only the Check Issue Data

Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company's future-dated Check register matches the current Business Day's calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.

- 6. Payment of Matching Checks.** If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a "Matching Check"), Bank will make final payment on the Check and charge the Check to Company's Account (subject to section 13).
- 7. Notification of Exception Item; Image of Exception Item.**
 - 7.1. Electronic Comparison.** When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank's *Commercial Electronic Office*[®] (CEO[®]) portal.
 - 7.2. Manual Review.** When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.
 - 7.3. Holdover Exception Items.** This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank's Perfect Presentment Positive Pay Service. A "Holdover Exception Item" is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.
 - 7.4. Image of Exception Item.** Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company's Decision Deadline.
- 8. Default Options.** A "Default Option" is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) "Return", under which Bank returns the Exception Item to the bank of first deposit marked "refer to maker" even if Company validly issued the Exception Item (and does not charge it to Company's Account); or (b) "Pay", under which Bank charges the Exception Item to Company's Account (even if it is counterfeit, altered or not validly issued).
- 9. Company's Instructions to Bank; Failure to Instruct by Decision Deadline.**
 - 9.1. Company's Pay or Return Decision.** Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.
 - 9.2. Instructions Prior to Decision Deadline.** If, prior to Company's Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company's instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the

Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the CEO® portal, Company will use the CEO® portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.

9.3. No Instructions Prior to Decision Deadline. If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.

10. Directly-Presented Checks. A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through a depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company could review and timely decision Bank's Exceptions Report on which Bank would identify the directly-presented Check as an Exception Item. When Company's Check Issue Data on file with Bank does not include a directly-presented Check at the time Bank receives the Check, Bank will (a) take those steps as Bank, in its sole discretion, determines are commercially reasonable to review and accept the Check for deposit or encashment, or (b) refuse to accept the Check for deposit or encashment. Bank may vary these steps depending on the channel through which Bank receives a directly-presented Check. Company may instruct Bank to exclude all directly-presented Checks from this process, in which event each directly-presented Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time Bank receives it for deposit or encashment.

11. Limitation of Liability and Indemnification. Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.

- 12. Stop Payment; Cancel and Void Instructions; Stale-Dated Checks.** Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. Bank will have no liability for failing to follow Company's cancel or void instruction for any Check on which Bank has made final settlement. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check other than a directly presented Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.
- 13. Bank's Right to Return Checks.** Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.
- 14. Survival.** Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.

PAYMENT AUTHORIZATION SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Payment Authorization service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Service.** Company may, by executing and delivering to Bank a Payment Authorization Service Set-up Form, elect to utilize the Service for deposit accounts which Company maintains at Bank (each an "account"). Under the terms of the Service, Bank will without Company's specific approval as to any particular Item, (a) automatically return unpaid (marked "REFER TO MAKER") Items drawn against the account which are presented to Bank, and which exceed the "Maximum Dollar Authorized Payment Amount" specified on the Setup Form, (b) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum Check Cashing Amount" specified on the Setup Form, (c) refuse withdrawal requests against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum over the Counter Withdrawal Amount" specified on the Setup Form, and/or (d) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which are made payable to an individual.

PAYMENT MANAGER[®] SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") *Payment Manager*[®] service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. Description of Services.

- 2.1. ***Payment Manager*[®] Service.** The *Payment Manager*[®] enables Customer to send electronic files with multiple payment types and remittance information (each, a "Payment File") to Bank directly from Customer's treasury workstation, ERP, or accounts payable system. Based on Customer's Payment File, Bank generates (a) payments to third parties (each, a "Payee") from Customer's designated deposit account at Bank or Bank's affiliate (each, an "Account"), and (b) remittance data regarding each payment. Payment types include automated clearinghouse ("ACH"), SEPA or other similar automated transfer, wire transfer, check, Disbursements with *Zelle*[®], and certain cards. Bank may add, modify or eliminate a payment type at any time. The payments are governed by the Service Documentation applicable to the payment type(s) used by Customer. In the event of a conflict between the Service Documentation applicable to the payment type and this Service Description, the Service Documentation applicable to the payment type will control.
- 2.2. ***Payment Manager Plus*SM Enhanced Remittance Service.** With *Payment Manager Plus*SM, Bank uses the delivery channel to which Customer and Bank separately agree to make human-readable documents describing the remittance (each, a "Remittance Document") available to each of Customer's Payees.

- 2.3. Disbursements with Zelle®.** This Service is governed by the Bank’s Service Description for Disbursements with Zelle®. When Customer elects this payment type and a payment fails, Bank will (a) send a check to Payee if Customer has provided standard check payment and remittance information for the Payee or (b) return the payment to Customer.
- 3. Payment File Transmission.** Customer will prepare each Payment File and deliver it to Bank in accordance with the User Guides Bank separately makes available to Customer. Customer will use the Transmission Protocol to which Customer and Bank separately agree (see Section 5). Customer may deliver Payment Files to Bank, and Bank will acknowledge receipt of Payment Files, twenty-four hours a day, seven days a week.
- 4. Payment File Processing.** Bank will process Payment Files and make payments only on Business Days in accordance with the processing schedule Bank separately makes available. “Business Day” means a day (other than a Saturday or Sunday) on which the applicable branch or subsidiary of Bank is open for general business in the country or jurisdiction in which the Account is maintained. When used in connection with funds transfer services, “Business Day” means each day on which Bank or the Bank office providing or facilitating the service is open for business related to that service.
- 5. Transmission Protocols.** Bank offers the following means for Customer to transmit Payment Files to Bank (each, a “Transmission Protocol”):
- 5.1. Secure Application File Exchange Transmission (“SAFE-T”).** This transmission protocol offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment File transmitted to Bank in Customer’s name.
- 5.2. CEO® Upload.** This transmission protocol offers an option to upload a Payment File within Bank’s applicable file size limit using the *Payment Manager*® service on Bank’s CEO® portal. The CEO® portal is Bank’s electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank’s standard CEO® security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.
- 5.3. Value-Added Network (“VAN”).** With this transmission protocol, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting files may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each Payment File transmitted to Bank through the VAN in Customer’s name.
- 5.4. IBM® Sterling Connect:Direct Secure Plus.** This transmission protocol is used to connect Customer’s mainframe environment to Bank’s mainframe environment. Secure Plus is an add-on to Connect:Direct to enhance security by means of Secure Socket Layer (“SSL”) or Transport Layer Security (“TLS”). Bank uses an agreed upon ID password combination and a token card to authenticate each Payment File transmitted to Bank in Customer’s name. Connect:Direct and Secure Plus are trademarks of Sterling Commerce, an IBM company.
- 5.5. Machine-to-Machine (“M2M”).** This transmission protocol uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP

structured messages. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL). Bank uses digital certificates to authenticate each Payment File transmitted to Bank in Customer's name.

6. **Payment File Validation.** Bank will inspect each Payment File received to confirm its format conforms to the requirements in the Reference Guide. Bank's inspection will not detect erroneous or missing information or unauthorized payments.
7. **Incomplete, Rejected Payment Files.** If a Payment File is missing a required Data Field for a payment described in it or if Bank has identified other errors that make it unable to process the File, Bank may, without liability to Customer, reject the entire Payment File.
8. **Positive Pay Services.** If Customer utilizes Bank's Positive Pay Service, on the Business Day Bank prints a check for the Payment Manager Service, Bank will, at Customer's request, update Customer's Check Issue Data for checks Bank issues in accordance with the Positive Pay Service options in which Customer has enrolled.
9. **Remittance Documents.** A Remittance Document made available to a Payee via fax or unencrypted e-mail is not secure. It will conclusively be deemed to have been received by the Payee when Bank makes it available. Bank will not confirm receipt of or be liable for corruption or loss of data in a Remittance Document after Bank makes it available.
10. **Payment and Delivery Preferences.** If Customer elects to make Bank's Payment and Delivery Service available to its Payees, Bank will securely store Payee bank account and routing information provided by Customer's Payees. Bank will have no liability to Customer if a person Bank reasonably believes to have been authorized to act on Customer's or a Payee's behalf (a) provides inaccurate Payee information to Bank or (b) is not actually authorized to act on Customer's or the Payee's behalf. Customer will promptly notify Bank if Customer receives information indicating a scheduled payment may have been misdirected. Bank offers three options for a Payee to provide this information to Bank:
 - 10.1. **Non verified.** With this option, a Payee uses an online self-enrollment portal to provide Bank with the Payee's bank account and routing information. Bank does not verify any of this information and will have no liability to Customer or the Payee if any of this information is incorrect.
 - 10.2. **SAO Service.** With Bank's Supplier Analysis and Onboarding ("SAO") Service, Customer provides Payee contact information to Bank. Bank uses this information to contact Payees about accepting Customer's payments by ACH credit entry instead of by check. Payees willing to accept ACH payments enroll at an online enrollment portal maintained for this purpose. Bank verifies the information a Payee provides. Bank will make information about each verified Payee available to Customer. Bank will not process an ACH credit entry for a payment to a verified Payee until Bank has received Customer's certification that the information for that verified Payee is correct and complete.
 - 10.3. **EDD Service.** With Bank's Electronic Document Delivery ("EDD") Service, Customer provides Payee contact information to Bank via file transmission. Payee contact information may include Payee account information. Bank will not verify any of this contact information and will have no liability to Customer or the Payee if any of this contact information including any Payee account information is incorrect. Bank uses this information to populate a Payee database that Customer will utilize to originate ACH template payments. By transmitting the file to Bank, Customer certifies the Payee information in it is correct and complete.

11. **Record Retention.** Customer will retain a copy of a Payment File for 30 days from its original transmission. Bank will retain a copy of each Remittance Document for 120 days from its original distribution.
12. **Survival.** Sections 2.1, 6, 7, 9, 10 and 11 of this Service Description will survive the termination of Services.

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118504P1 - Master Banking Services (Treasury Services)
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
ABILITY OF PROFESSIONAL PERSONNEL (MAXIMUM POINTS 5) REFER TO QUESTION 1	
1. Describe the qualifications and relevant experience of the Relationship Manager and all key staff that are intended to be assigned to this project. Include resumes for all key staff described. <u>Points Value: 5</u>	
BANK STRENGTH (MAXIMUM POINTS 6) REFER TO QUESTION 2	

2. Provide your most recent long-term credit rating and outlook for your firm from any TWO of the "Big Three" nationally recognized statistical rating organizations (S&P, Moody's & Fitch). Points will be awarded based upon the following tiers:

<u>Moody's</u>	<u>Standard & Poor's</u>	<u>Fitch</u>	<u>Tiers</u>
Aaa	AAA	AAA	Tier 1 3 Points
Aa1	AA+	AA+	
Aa2	AA	AA	
Aa3	AA-	AA-	
A1	A+	A+	Tier2 2 Points
A2	A	A	
A3	A-	A-	
Baa1	BBB+	BBB+	Tier 3 1 Point
Baa2	BBB	BBB	
Baa3	BBB-	BBB-	

Points Value: 6

FIRM'S APPROACH (MAXIMUM POINTS 40)

REFER TO QUESTIONS 3 - 10

3. Describe your commercial banking services in detail, including confirmation that your firm provides the banking services listed in **Treasury Services Scope of Services**. Provide service descriptions for all services and list any exceptions.

Points Value: 10

4. Describe your implementation plan for the requested services in **Treasury Services Scope of Services** including implementation timetables, testing requirements, file specifications, and integration strategy with the ERP System.

Points Value: 6

<p>5. Provide samples of the following reports:</p> <ul style="list-style-type: none"> i. Most recent/favorable Availability Schedule ii. Screen shot/example of the main page of your online banking platform showing available functions iii. Sample copy of monthly statement & account analysis <p><u>Points Value: 2</u></p>	
<p>6. Provide a list of services that your firm can provide to prevent fraudulent activity.</p> <p><u>Points Value: 5</u></p>	
<p>7. Provide the number of branches and a list of locations in Broward County. Points are determined as follows:</p> <ul style="list-style-type: none"> 1 to 19 branches = 1 point 20 to 49 branches = 3 points 50 or more = 5 points <p><u>Points Value: 5</u></p>	
<p>8. Describe your proposal for accepting current year Ad Valorem tax payments by individuals on behalf of the County at the teller level at bank branches located within Broward County. Can this information be provided to the County via daily electronic data feed? Describe additional services your firm can partner with Broward County to provide.</p> <p><u>Points Value: 7</u></p>	
<p>9. Provide a list of new services or features the provider is planing to offer along with the time frame for availability.</p> <p><u>Points Value: 3</u></p>	
<p>10. Provide employee perk program details.</p> <p><u>Points Value: 2</u></p>	
<p>PAST PERFORMANCE (MAXIMUM POINTS 10)</p> <p>REFER TO QUESTION 11</p>	

<p>11. List public entities of a similar size to Broward County that you have done business with over the last five (5) years, that currently are utilizing PeopleSoft as its Enterprise Resource Planning (ERP) platform, and describe your experience providing cash management services to them.</p> <p>Vendor should provide three (3) references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <p>Points Value: 10</p>	
<p>SOCIAL RESPONSIBILITY (MAXIMUM POINTS 9)</p> <p>REFER TO QUESTIONS 12 - 13</p>	
<p>12. Provide details of your firm's commitments to the local Broward County Community over the past five years. Include in your response volunteering in the community, community reinvestment, and social and/or economic involvement. Provide an overview of your financial institution's annual CRA goals for Broward County and statistics related to small business loans, home mortgages, home improvement loans, and community loans for low and moderate income communities within Broward County.</p> <p>Points Value: 4</p>	
<p>13. Provide your firm's overall CRA Rating. Points will be assigned as follows: Outstanding = 5 points Satisfactory = 3 points Needs to Improve = 1 point Substantial Noncompliance = 0 points</p> <p>Points Value: 5</p>	
<p>OTHER COST FACTORS (MAXIMUM POINTS 5)</p> <p>REFER TO QUESTION 14</p>	

<p>14. Provide proposed Earnings Credit Rate (ECR) and interest earnings rate. Discuss how these rates would be applied.</p> <p>Points Value: 5</p>	
<p>LOCATION (MAXIMUM POINTS 5)</p> <p>REFER TO QUESTION 15</p>	
<p>15. Refer to Vendor’s Business Location Attestation Form and submit as instructed.</p> <p>A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five (5) points; a Vendor not meeting all of the local business requirements will receive zero (0) points.</p> <p>The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three (3) points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two (2) points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one (1) point.</p> <p>Points Value: 5</p>	
<p>PRICING (MAXIMUM POINTS 20)</p> <p>REFER TO QUESTION 16</p>	
<p>16. Submit your pricing in the Item Response Form in BidSync.*</p> <p>*Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price/Proposer’s Price) x Points for Price = Price Score</p> <p><i>Prices may be negotiated in the best interest of the County after the scoring is completed.</i></p> <p>Points Value: 20</p>	<p>Please submit price information into BidSync.</p>
<p>TOTAL MAXIMUM POINTS 100</p>	

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118504P1
Title :		Master Banking Services (Treasury Services)
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	

	If Corporation, Specify the State of Incorporation	
	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	Yes No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	Yes No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%.	Click response	Yes No N/A
	If Yes, provide detailed response	

Treasury Retention Credit Offer

To further show the value we place on our relationship with Broward County, Wells Fargo is pleased to offer a retention bonus of up to \$200,000 in analysis credits. This bonus is being made as part of our overall proposal to the County, we hope this demonstrates our commitment to excellence on behalf of the County. This analysis credit is broken into components to align with the RFP. We are pleased to offer a retention credit of \$150,000 for retaining Treasury Services. In addition to Treasury Services, Wells Fargo would like to offer a retention credit of \$40,000 for retaining Lockbox Services and an additional \$10,000 for retaining Safekeeping Services. All of these credits need to be utilized within the first year after a contract is fully executed. Our entire Government team hopes our response shows the County our expertise in serving Governmental clients our technology platforms and services, and the competitive pricing and offer to the County.

Lockbox Retention Credit Offer

To further show the value we place on our relationship with Broward County, Wells Fargo is pleased to offer a retention bonus of up to \$200,000 in analysis credits. This bonus is being made as part of our overall proposal to the County, we hope this demonstrates our commitment to excellence on behalf of the County. This analysis credit is broken into components to align with the RFP. We are pleased to offer a retention credit of \$150,000 for retaining Treasury Services. In addition to Treasury Services, Wells Fargo would like to offer a retention credit of \$40,000 for retaining Lockbox Services and an additional \$10,000 for retaining Safekeeping Services. All of these credits need to be utilized within the first year after a contract is fully executed. Our entire Government team hopes our response shows the County our expertise in serving Governmental clients our technology platforms and services, and the competitive pricing and offer to the County.

Safekeeping Retention Credit Offer

To further show the value we place on our relationship with Broward County, Wells Fargo is pleased to offer a retention bonus of up to \$200,000 in analysis credits. This bonus is being made as part of our overall proposal to the County, we hope this demonstrates our commitment to excellence on behalf of the County. This analysis credit is broken into components to align with the RFP. We are pleased to offer a retention credit of \$150,000 for retaining Treasury Services. In addition to Treasury Services, Wells Fargo would like to offer a retention credit of \$40,000 for retaining Lockbox Services and an additional \$10,000 for retaining Safekeeping Services. All of these credits need to be utilized within the first year after a contract is fully executed. Our entire Government team hopes our response shows the County our expertise in serving Governmental clients our technology platforms and services, and the competitive pricing and offer to the County.

**Standard Instructions to Vendors
Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of

a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal

in order to demonstrate the Vendor's financial capabilities.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a

submission to this solicitation may be deemed non-responsible.

- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. **Affiliated Entities of the Principal(s)**

- a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

5. **Insurance Requirements**

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. **Additional Information and Certifications**

The following forms and supporting information (if applicable) should be returned with Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

1. **Vendor Questionnaire**

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. **Standard Certifications**

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. **Subcontractors/Subconsultants/Suppliers Requirement**

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{Maximum Number of Points for Price}} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:

- i. Rank shortlisted firms; or
- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a

final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's [website](#) is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.

9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Supplier: Wells Fargo Bank, N.A.

Proposer's Name:	Wells Fargo Bank, N.A.
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All Proposers should complete, sign and submit the Treasury Services Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

		Respond Yes/No	If No, BRIEFLY explain why.
	GENERAL		
1	Does your bank offer interest-bearing government accounts?	<input checked="" type="checkbox"/>	YES
2	Does your bank offer Master & Sub-Accounts and/or Zero Balance Accounts (See Scope of Services)?	<input checked="" type="checkbox"/>	YES
3	Does your firm offer daily sweep options? If yes, please describe.	<input checked="" type="checkbox"/>	YES
4	Does the bank offer full and partial reconciliation services (ARP)?	<input checked="" type="checkbox"/>	YES
5	Does your firm offer a dedicated customer service contact for resolution of account issues?	<input checked="" type="checkbox"/>	YES
6	Does your firm impose sales goals on its employees? If yes, please describe.	<input type="checkbox"/>	As it relates to the team associated with the work included in this RFP and our retail branch employees, we are not measured based on sales goals.
	FRAUD PROTECTION SERVICES		
7	Does your bank offer ACH Debit Block/Filter?	<input checked="" type="checkbox"/>	YES
8	Does your bank offer Payee Match Positive Pay for Controlled Disbursement?	<input checked="" type="checkbox"/>	YES
9	Does your bank offer a way to prevent checks clearing on non-disbursement accounts?	<input checked="" type="checkbox"/>	YES
	DEPOSITORY SERVICES		

10	Can the bank provide deposit transaction records with unique numbers of deposit tickets representing different deposit locations?	<input checked="" type="checkbox"/>	YES
11	Are deposit transaction records reported with unique location codes in the addenda of a Previous Day BAI report?	<input checked="" type="checkbox"/>	YES
12	Can deposit tickets be ordered through your bank with charges passed thru to monthly account analysis?	<input checked="" type="checkbox"/>	YES, when ordering through our preferred vendor Superior Press
13	Does your firm accept mixed deposits with checks, currency and coins all placed in one deposit with deposit slip?	<input checked="" type="checkbox"/>	YES
14	Does your bank accept coin only deposits?	<input checked="" type="checkbox"/>	YES
15	Does the bank have an automated coin/currency ordering service?	<input checked="" type="checkbox"/>	YES
16	Does the bank offer standing change orders?	<input checked="" type="checkbox"/>	YES
17	Is there a requirement to order in standard sizes (e.g., standard straps of currency and full boxes of coin)? If yes, please explain.	<input checked="" type="checkbox"/>	There is no requirement
18	Can the bank automatically redeposit return items?	<input checked="" type="checkbox"/>	
19	Is your firm's Cash Vault located in Broward County? If no, please provide location.	<input type="checkbox"/>	No, our Cash Vault locations are located in Miami and West Palm Beach.
20	Does your firm offer Electronic Lockbox?	<input checked="" type="checkbox"/>	
21	Does your firm offer electronic deposit options such as Remote Deposit Capture & Image Cash Letter?	<input checked="" type="checkbox"/>	
22	For Cash Management reporting, is remote deposit information available real-time on a current day BAI report?	<input type="checkbox"/>	
	If your firm offers Remote Deposit Capture & Image Cash Letter, can the bank provide the equipment and software?		Our Remote Deposit Capture module is web-based, so no software is required and

23		<input checked="" type="checkbox"/>	we can provide the equipment. Image Cash Letter software would be provided by a third party, as Broward uses today - and we can provide the equipment.
24	Will you assign the most favorable Availability Schedule to the County?	<input checked="" type="checkbox"/>	YES
PAYMENTS			
25	Does your bank offer Controlled Disbursement services?	<input checked="" type="checkbox"/>	YES
26	Can your bank provide a six year stop payment duration?	<input checked="" type="checkbox"/>	YES
27	The County currently can view check images for a period of seven (7) years, before they are archived. Can your bank meet or exceed that mark?	<input checked="" type="checkbox"/>	YES, we can continue to meet that requirement
28	For ACH Payments, can your bank report by individual ACH payment transactions in detail on the Previous Day BAI file?	<input checked="" type="checkbox"/>	YES

FILE TRANSMISSIONS			
29	Can your banking platform interface with PeopleSoft?	<input checked="" type="checkbox"/>	YES
30	Is your firm able to send and receive transmissions using the ISO 20022 protocol?	<input checked="" type="checkbox"/>	YES
31	Included in the solicitation is a list of secure transmission types currently used by the County (See Transmission Types). Can your firm meet or exceed those standards?	<input checked="" type="checkbox"/>	YES
32	Is your firm able to accept Direct Deposit files via secure transmission?	<input checked="" type="checkbox"/>	YES
33	Is your firm able to accept Positive Pay files via secure transmission?	<input checked="" type="checkbox"/>	YES
34	Is your firm able to accept stop payment and/or voids via secure file transmission from an ERP PeopleSoft platform without having to manually reenter into your bank proprietary website?	<input checked="" type="checkbox"/>	YES
35	Is your firm able to accept EDI files via secure transmission?	<input checked="" type="checkbox"/>	YES

36	Is your firm able to accept E-Check file via secure transmission?	<input checked="" type="checkbox"/>	YES
37	Is your firm able to send paid check files via secure transmission?	<input checked="" type="checkbox"/>	YES
38	Is your firm able to send a BAI file on a daily and intra-day basis?	<input checked="" type="checkbox"/>	YES
ON-LINE BANKING			
39	Does the bank have two-step authentication procedures in place for accessing wire transfer/ACH payment modules?	<input checked="" type="checkbox"/>	YES
40	Does the bank provide dual authorization for all outgoing wire and ACH transfers?	<input checked="" type="checkbox"/>	YES
41	Can limits by single transaction and daily aggregate amounts be set per user, per account for Fed Wire and ACH transfers?	<input checked="" type="checkbox"/>	YES
42	Are detailed reports for returned ACH and Fed Wire Transactions available through the online banking system?	<input checked="" type="checkbox"/>	YES

43	Are detailed reports for returned ACH and Check payments available through the online banking system?	<input checked="" type="checkbox"/>	YES
44	Are detailed reports for current day and prior day activity available through the online banking system?	<input checked="" type="checkbox"/>	YES
45	Does the bank's online platform provide a way to manually add checks to the positive pay file?	<input checked="" type="checkbox"/>	YES
	Does your bank's online platform offer access to the following services:	<input checked="" type="checkbox"/>	
46	(a) cash management/balance reporting	<input checked="" type="checkbox"/>	YES
47	(b) payments (i.e. ACH, wires, etc.)	<input checked="" type="checkbox"/>	YES
48	(c) reconciliation	<input checked="" type="checkbox"/>	YES
49	(d) positive pay decisions	<input checked="" type="checkbox"/>	YES
50	(e) stop payments	<input checked="" type="checkbox"/>	YES
51	(g) check & deposit images	<input checked="" type="checkbox"/>	YES
52	Does your on-line platform provide proactive notifications of select key events e.g. low balance, wire transfers (both debit and credit), statements or pending approvals?	<input checked="" type="checkbox"/>	YES

Proposer's Signature: **Stephen Lenehan**

Supplier: Wells Fargo Bank, N.A.

Proposer's Name: Wells Fargo Bank, N.A.

All Proposers should complete, sign and submit the Lockbox Services Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

A non-bank financial institution vendor responding only to the LockBox Services portion of this Request for Proposals is required to have its banking financial institution partner complete and comply with the enclosed Well Capitalized and Qualified Public Depository Questionnaire instructions and requirements.

		Respond Yes/No	If No, BRIEFLY explain why.
	Scope, General Information, & Specifications		
	GENERAL		
1.	The County requires the setup of a post office box for daily payment collections. Will you provide the setup of this post office box?	<input checked="" type="checkbox"/>	Yes, a post office box is part of the implementation when mail is going directly to the lockbox. However, if the County is using a local post office, we recommend that Broward setup the post office box. Wells Fargo would be happy to provide a dailiy courier to deliver the mail to our Orlando Lockbox site.
2.	Do you currently have a Lockbox Processing Facility in Broward County?	<input type="checkbox"/>	No. Our Wholetail Lockbox site is located in Orlando, FL
3.	Do you provide deposits and scanned image availability on a same-day basis?	<input checked="" type="checkbox"/>	Yes.
4.	Can your operations accommodate payments for multiple bill types, such a real estate, tangible personal property, installment payments?	<input checked="" type="checkbox"/>	Yes, as long as the coupon scan lines have the same specifications and same business rules apply within the same lockbox.
5.	Do you support multiple lockbox types (i.e., Retail, Wholetail) in one facility or location?	<input checked="" type="checkbox"/>	Yes, we support Wholesale and Wholetail Lockboxes
			No, Wholetail Lockbox is a high speed process where payments are extracted from the envelope through automated opening

6.	Can payments be sorted and processed by envelope postmark dates?	<input type="checkbox"/>	equipment. The envelope is separated and destroyed. We can provide backdating of payments to the previous month, which is currently being performed in the existing tax lockbox today.
7.	Is there a limit on the number of remittance accounts from which payments can be accepted?	<input type="checkbox"/>	No, There is no limit
8.	Is there a limit on the number of coupons which can be processed for one or more payment(s)?	<input type="checkbox"/>	No, There is no limit
9.	Are images of payment attachments, enclosures and envelopes included in payment image transmissions?	<input checked="" type="checkbox"/>	Yes, we would image attachments and enclosures and include those in the correspondence image transmission. Envelopes are only imaged when coupons are not present with checks.
10.	If additional equipment or staffing is required to meet the needs of the County's lockbox operations, will you be amenable to acquiring the necessary additional resources?	<input checked="" type="checkbox"/>	Yes.
11.	Do you outsource any of your lockbox operations or processes?	<input checked="" type="checkbox"/>	No, we do not outsource
12.	Do you have a backup facility, or available hotsite?	<input checked="" type="checkbox"/>	Yes
13.	Can real time lookup (RTL) be used by your systems, to provide online/real time payment amount information?	<input type="checkbox"/>	No. We can accept a read-only file of your accounts and perform account lookup services.
14.	Do you provide online services in conjunction with your lockbox services? Such as: Exception handling / online decisioning Processed / Rejected / Exception Item Image lookups and downloads Automated / Manual File transfer tools	<input checked="" type="checkbox"/>	Yes to all

Proposer's Signature: **Stephen Lenehan**

STANDARD CERTIFICATIONS

Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement

required by subparagraph 1;

4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

**Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises**

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for SBE's or CBE's) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

- Firm is a Broward County certified Small Business Enterprise (SBE)
- Firm is a Broward County certified County Business Enterprise (CBE)
- Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

Wells Fargo Bank, N.A.

Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Name of Lobbyist:
Lobbyist's Firm:
Phone:
E-mail:

Authorized Signature/Name: Stephen Lenehan Date: 07/23/2019

Title: Senior Vice President

Vendor Name: Wells Fargo Bank, N.A.

Supplier: Wells Fargo Bank, N.A.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor:
	Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: Wells Fargo Bank, N.A.

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Stephen Lenehan	Senior Vice President	Wells Fargo Bank, N.A.	07/23/2019
Authorized Signature/Name	Title	Vendor Name	Date

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **Stephen Lenehan**

Title: **Senior Vice President**

Vendor Name: **Wells Fargo Bank, N.A.**

Date: **07/23/2019**

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
	Please see attached Word document with our list of exceptions	

Vendor Name: Wells Fargo Bank, N.A.

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1	Letter of credit	GEN2116171Q1	Port Everglades	April 2, 2018	\$23,486.39
2	RFP for Master Banking Services	R1170501P1	Finance	June 10, 2014	\$0.00
3					
4					
5					
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County? Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name: Wells Fargo Bank, NA

Stephen Lenehan
Authorized Signature/ Name

Senior Vice President
Title

August 1, 2019
Date

-

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1						
2						
3						
4						
5						
Grand Total						

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" as indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved

interim contracts for the services provided under this contract; and

6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name: **Wells Fargo Bank, N.A.**

Vendor's address listed in its submittal is:

**350 E. Las Olas Blvd
Fort Lauderdale, FL 33301**

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

Stephen Lenehan	Senior Relationship Manager	Wells Fargo Bank,N.A.	07/23/2019
Authorized Signature/Name	Title	Vendor Name	Date

RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
 - a. has a valid Broward County local business tax receipt;
 - b. has been in existence for at least six-months prior to the solicitation opening;
 - c. at a business address physically located within Broward County;
 - d. in an area zoned for such business;
 - e. provides services from this location on a day-to-day basis, and
 - f. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward and:
 - a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
 - b. has been in existence for at least one-year prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
 - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Local Business Address: **350 E. Las Olas Blvd.
Ft. Lauderdale, FL 33301**

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.

Stephen Lenehan	Senior Vice President	Wells Fargo Bank, N.A.	07/23/2019
AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name: **None**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address: