

## **City of Fort Lauderdale Response to Banking Services Bid 745-11437**

Tuesday, July 15, 2014

Submitted by:

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TAB 1

## BID/PROPOSAL SIGNATURE PAGE

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: Jacqueline Kobialko (signature) 7/15/14 (date)

Name(printed) Jacqueline Kobialko Title: Vice President

Company: (Legal Registration) Wells Fargo Bank, N.A.

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/> ).**

Address: 1 E. Broward Boulevard, 3<sup>rd</sup> Floor

City Ft. Lauderdale State: FL Zip 33301

Telephone No. 954-467-5125 FAX No. 877-402-8481 Email: Jacqueline.kobialko@wellsfargo.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \* -

Payment Terms (section 1.04): \* Total Bid Discount (section 1.05): \*  
**\*Please see RFP response and subject to final master banking services contract.**

Does your firm qualify for MBE or WBE status (section 1.09): MBE N WBE N

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.  
#1

Date Issued  
June 16, 2014

**P-CARDS:** Will your firm accept the City's Credit Card as payment for goods/services?

YES            NO N Banking service charges are paid through account analysis

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.  
Variances:



**Variances, exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by Proposer, if any, clearly stated and included in Tab 1 of the proposers response.**

**P. 10 Section 17 Ownership of Work:**

“Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering “work product”. Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.”

**P. 25 VI(A) Regulations Notices:**

“Wells Fargo will take commercially reasonable efforts to inform the City of any applicable changes in law that would materially affect the contract.”

**p. 26 Section D Right to Audit Records:**

“Bank will retain the agreements and records and allow access to such records in accordance with its privacy and records retention policies.”

**P. 12, Section 23 Sample Contract Agreement (Exhibit 7), p. 21 (Intro), p.27 (section B), p. 28 (Section D third bullet):**

“Wells Fargo can agree to the City’s Standard Contract subject to the exceptions it has included in its RFP response; however, it would also need to include its standard documentation which is attached to its RFP response, as part of any resulting contract.”

Please note that our exceptions can be subject to negotiation.

**“Under Section I(2)**

‘Including Contractor exceptions.’

**Section 2(A).**

2(E) ‘Contractor’s Service Documentation.’”

**For Section IV and V**

“Wells Fargo requests reasonable modifications to these sections to account for how Wells Fargo charges and bills for its services. Additionally, Wells Fargo cannot agree to the withholding of payment where work has been performed.”

**For Section VI(A)**

“Wells Fargo will provide an appropriate indemnity for claims and losses directly resulting from the negligence or willful misconduct of its officers, directors, employees, agents, subcontractors and assigns in connection with providing the services contemplated under the RFP. Wells Fargo believes that each party should be responsible to the other party for claims and losses directly resulting from the negligent or intentional acts and omissions of their respective officers, directors, employees, agents and assigns taking into consideration the principles of comparative fault. Further, Wells Fargo believes that neither party should be responsible for any indirect, special, consequential or punitive damages. We understand the importance of this requirement and, upon the award of business to Wells Fargo, will discuss and negotiate the indemnity based on the parameters set forth herein.”

**For Section B Intellectual Property:**

“Wells Fargo will defend or settle, at its own expense, any claim or suit against the City alleging that any such item furnished by Wells Fargo infringes any patent, trademark, copyright, or trade secret. Wells Fargo also will pay all damages and costs that by final judgment may be assessed against the City due to such infringement and all attorney fees and litigation expenses reasonably incurred by the City to defend against such a claim or suit. If any product(s) furnished by Wells Fargo become, or in Wells Fargo’s opinion are likely to become, the subject of a claim of infringement, Wells Fargo will, at its option: (1) procure for the City the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item; provided, however, with respect to the foregoing that Wells Fargo is notified promptly in writing, and is given all necessary information and the authority required for the defense and settlement of any such suit or proceeding. In no event will Wells Fargo be responsible for any settlement made by you without Wells Fargo’s written permission. In the event Wells Fargo and the City agree to settle a claim or action, the City agrees not to disclose the settlement without first obtaining Wells Fargo’s written permission. Wells Fargo shall have no liability for infringement based on (i) any unauthorized alteration or modification of the Services by any party other than Wells Fargo, (ii) use of the Services in any manner other than as permitted under this agreement, (iii) use of the Services in combination with any equipment or software not authorized by Wells Fargo or reasonably intended for use with the Services, or (iv) Wells Fargo’s compliance with specific information or instructions provided to Wells Fargo by the City. In no event shall Wells Fargo be liable for any indirect, special, incidental, punitive or consequential damages.”

**Section C Termination for Cause:**

“Wells Fargo understands that under this provision, either party can terminate for cause. Wells Fargo would also need a termination right for convenience and is willing to negotiate the notice period for such termination.”

**Section E Cancellation for Unappropriated Funds:**

“Wells Fargo would like to clarify this provision. Wells Fargo understands that the City cannot commit to purchase services subject to future appropriations, but believes that it should be compensated for work performed.”

**Section I p. 86:**

“Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering “work product”. Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.”

**Section J p. 86 and Section M on page 87:**

“Wells Fargo can agree to this section in accordance with its record retention and privacy policies. Additionally, Wells Fargo requests that the second part of section M be made mutual.”

**Section N page 88 Assignment and Performance:**

Wells Fargo will be responsible for the performance of all obligations performed by such subcontractor(s). However, Wells Fargo must retain the right to subcontract freely and cannot agree to obtain the City’s prior consent before subcontracting. Finally, Wells Fargo would need to discuss and negotiate the indemnification requirement noted at the end of this provision. Contractor will perform according to the standard of care expected from similarly situated banks.”

**Section O page 88 Conflicts:**

“Wells Fargo would need to negotiate this provision because as written it is ambiguous and logistically challenging for Wells Fargo to implement.”

**Section Q p. 89 Waiver:**

“Wells Fargo believes this provision should be mutual.”

**Section T Limitation of liability p. 89:**

“Wells Fargo cannot agree to this limitation of liability provision. Wells Fargo believes that each party should be responsible for the negligent and intentional acts of its officers, agents and employees. Wells Fargo also believes that neither party shall be liable for consequential, special, incidental or punitive damages. Wells Fargo would be willing to negotiate this provision upon contract award.”

**Section U page 90 Jurisdiction, Venue, Waiver of Jury Trial:**

“Wells Fargo believes that Federal law, as applicable, shall apply. Wells Fargo cannot agree to the second paragraph of this provision.”

**Section X (Waiver of Interest):**

“Wells Fargo would be willing to negotiate this provision upon contract award.”

**Section AA p. 90 Force Majeure:**

“Wells Fargo would need reasonable modifications to this section to (i) provide that the non-performing party will given as much notice as is reasonably practicable under the circumstances after it knows of a force majeure; (ii) Wells Fargo would need modifications to section (D) as it cannot agree to it in its current form.”

**Section CC Public Records:**

“Bank will retain the agreements and records and allow access to such records in accordance with its privacy and records retention policy. Wells Fargo would be willing to discuss additional terms upon contract award.”

**General Conditions p.94:**

“Wells Fargo requests deletion of any provisions inapplicable to a banking services contract.”

**Section 3.13 p. 96 Qualifications:**

“Any inspections must be made upon reasonable request, and upon reasonable notice pursuant to Wells Fargo’s privacy policies.”

**Section 5.09 page 98:**

“Wells Fargo can agree that the City can terminate the contract for any reason; however, Wells Fargo will only be responsible for those damages caused by its own negligence or intentional misconduct (and will not be liable for consequential, punitive or special damages). Further, Wells Fargo shall be paid for work performed prior to the termination.”

**Section 5.12 Records/Audit:**

“Wells Fargo will maintain and provide records according to its privacy and record retention policy.”

## Tab 2 Cost Proposal Page

1. Proposed bank services cost (Fees include FDIC Recoupment)	<u>\$10,359.58</u>
2. Analysis fees at no charge (Based on ECR earned)	<u>\$10,359.58</u>
3. Net banking cost (Based on ECR earned)	<u>\$0.00</u>
4. Interest income (Based on average balance of \$100 million less compensating balance for bank fees)	<u>\$20,092</u> (based on excess balances)
5. ECR (Earnings Credit Rate) (Offering better of 40bps or FF-9)	<u>40bps</u>
6. Proposed interest rate	<u>35bps (Brokered CDs)</u>
7. Interest income less net banking cost (line 4 minus line 3)	<u>\$20,092</u>

**The figures reflected on this page are based on a 30 day calendar month, 365 calendar year, monthly fees of \$10,359.58, ECR of 40bps, Investment Interest of 35bps and balances of \$100 Million. See following Optimization Proforma for reference.**

## **Appendix 1 Bank Service Requirements Proforma**



Jul 2014

## Wells Fargo Treasury Management Pro Forma

### Prepared For

City of Fort Lauderdale - Optimization Proforma

### ANALYSIS SUMMARY

Average Positive Collected Balance	\$	31,100,000.00
Reserve Requirement @ 0.00%	\$	0.00
Investable Balance Available for Services	\$	31,100,000.00
Monthly Analyzed Charges	\$	10,359.58
Earnings Allowance @ 0.40%	\$	10,359.58
Net Monthly Analyzed Charges	\$	(0.00)
*Monthly Fee Based Charges	\$	0.00
Total Monthly Analyzed Charges	\$	(0.00)
*Charges not offset by balances		
Interest based upon brokered CDs from Investment section	\$	20,092.00
Investable balance required to offset \$1.00 of analyzed charges	\$	3,000.00
Balance required to offset all analyzed charges	\$	31,078,732.20

### SERVICE DETAILS

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Volume</u>	<u>Service Charges</u>
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	31,100	3,965.25
		<b>BALANCE &amp; COMPENSATION INFORMATION Subtotal</b>			<b>3,965.25</b>
22051	010000	ACCOUNT MAINTENANCE-CHEXSTOR	12.00000	3	36.00
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	10.00000	1	10.00

Pro Forma

<b>WF</b>	<b>AFP</b>				<b>Service</b>
<b><u>Code</u></b>	<b><u>Code</u></b>	<b><u>Service Description</u></b>	<b><u>Unit Price</u></b>	<b><u>Volume</u></b>	<b><u>Charges</u></b>
ZBABC	010021	ZERO BALANCE MONTHLY BASE	10.00000	1	10.00
CK021	010100	DEBITS POSTED	0.10000	131	13.10
CK011	010101	CREDITS POSTED	0.15000	819	122.85
CK049	010310	DDA STATEMENT - PAPER	0.00000	2	0.00
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	0.00000	1	0.00
22814	019999	PAYEE VALID NON ACCT HLDER-CHK CASH	0.00000	20	0.00
15007	010101	DESKTOP DEPOSIT CREDIT POSTED	0.10000	41	4.10
		<b>GENERAL ACCOUNT SERVICES Subtotal</b>			<b>196.05</b>
CK161	100015	CASH DEP/\$1 VER AT TELLER WINDOW	0.00150	1,118	1.68
08174	100100	CASH VAULT MIXED DEPOSIT PROCESSING	0.00000	23	0.00
08173	100100	CASH VLT DEP PROCESSING	0.15000	663	99.45
CK064	100414	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	4	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	1.50000	59	88.50
CK069	100400	RETURN ITEM SPECIAL INSTRUCTIONS	0.00000	59	0.00
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	0.00000	1	0.00
CK075	100402	RETURN ITEM REDEPOSITED	1.00000	59	59.00
34239	100410	CEO RETN ITEM SUBSCRIPTION OPT DETL	0.00000	59	0.00
CEORI	100410	CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000	4	0.00
34237	100410	CEO RETN ITEM SUBSCRIPTION PER ITEM	0.00000	124	0.00
08062	100015	CASH DEP/\$1 VERIFY IN CASH VAULT T1	0.00150	12,401	18.60
08504	100520	CASH VAULT ADJ ADVICE - US MAIL	1.50000	1	1.50
08189	100141	CASH VAULT CASH ORDER-TOUCHTONE	0.87500	3	2.63
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG	0.15000	52	7.80
08067	100113	CASH VAULT COIN DEPOSIT-STD BAG	3.50000	230	805.00
08110	100144	CASH VAULT COIN FURNISHED - ROLLED	0.11000	100	11.00
08400	100148	CASH VAULT CURRENCY FURN-NONSTD	0.00110	25	0.03
08416	100199	CASH VAULT CURRENCY FURNISHED	0.00110	600	0.66
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00040	1,159,141	463.66
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT	0.50000	3	1.50
CVBSE	100100	CASH VAULT MONTHLY BASE	0.00000	11	0.00
CVTRE	100701	CASH VAULT TRANS RECAP RPT-EMAIL	100.00000	1	100.00
CVTRF	100701	CASH VAULT TRANS RECAP RPT-FAX	0.00000	1	0.00
22723	100000	CR POSTED - POST VERIFY	0.00000	9	0.00
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	0.08000	1,434	114.72
001	100220	DEPOSITED CHECKS - ON US	0.01500	4,169	62.54
002	100223	DEPOSITED CHECKS	0.01500	21,171	317.57

Pro Forma



<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Volume</u>	<u>Service Charges</u>
701	100220	DESKTOP DEPOSIT-WFARGO DEPOSIT ITEM	0.01500	237	3.56
706	100224	DESKTOP DEPOSIT-NON WFARGO DEP ITEM	0.02000	1,195	23.90
<b>DEPOSITORY SERVICES Subtotal</b>					<b>2,183.27</b>
DS191	150299	PAYEE VALIDATION STANDARD-ITEM	0.03000	2,312	69.36
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	0.02000	2,297	45.94
22030	150412	STOP PAYMENT - AUTO RENEWAL	3.00000	7	21.00
34336	150723	POSITIVE PAY EXCEPTION - CEO IMAGE	0.00000	7	0.00
22222	150810	PRINTING & SUPPLIES-VENDOR	0.00000	5,410	0.00
12217	150100	ARP CHECKS PAID - FULL RECON	0.05000	1,786	89.30
12683	150310	ARP ITEM PAID NO ISSUE INFO-ITEM	0.00600	5	0.03
12816	151352	DESKTOP DEPOSIT IMAGES RETRIEVED	0.50000	1,385	692.50
12812	151352	ONLINE IMAGE VIEW < 90 DAYS - ITEM	3.50000	28	98.00
12815	151352	ONLINE IMAGE VIEW > 90 DAYS - ITEM	3.50000	6	21.00
12907	150030	POSITIVE PAY MONTHLY BASE	15.00000	1	15.00
12682	150120	POSITIVE PAY ONLY - ITEM	0.00000	538	0.00
12686	150100	POSITIVE PAY ONLY CHECKS PAID	0.05000	526	26.30
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	0.00000	1	0.00
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	20.00000	1	20.00
22015	151353	WELLSIMAGE PAID CHECK PER CD	0.00000	1	0.00
27707	150400	CEO SEARCH	0.80000	78	62.40
<b>PAPER DISBURSEMENT SERVICES Subtotal</b>					<b>1,160.83</b>
34337	200200	ARP REGISTER INPUT CEO - ITEM	0.80000	14	11.20
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.08000	1,998	159.84
12680	200420	ARP CUSTOM PROGRAMMING MONTHLY BASE	0.00000	1	0.00
12377	200201	ARP FULL RECON-ITEM	0.00000	1,831	0.00
12060	200010	ARP MONTHLY BASE - FULL	0.00000	1	0.00
12604	200310	ARP OPTIONAL REPORTS	0.00000	4	0.00
12430	200301	ARP OUTPUT - TRANSMISSION	8.00000	2	16.00
12609	200329	ARP PAPER STATEMENT DELIVERY	0.00000	1	0.00
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	0.00000	1	0.00
34350	200305	ARP STATEMENT MONTHLY BASE CEO	0.00000	2	0.00
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.04000	4,123	164.92
12903	200399	POSITIVE PAY EXCEPTIONS - ITEM	0.00000	7	0.00
<b>PAPER DISBURSEMENT RECON SERVICES Subtotal</b>					<b>351.96</b>

Pro Forma

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Volume</u>	<u>Service Charges</u>
CK018	250201	ELECTRONIC CREDITS POSTED	0.10000	797	79.70
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.50000	243	121.50
ES280	250000	ACH MONTHLY BASE	16.00000	2	32.00
ES211	250102	ACH ONE DAY ITEM	0.03500	1,464	51.24
ES210	250102	ACH TWO DAY ITEM	0.03500	10,658	373.03
ES216	250102	ACH SAME DAY	0.03500	794	27.79
ES344	250202	ACH RECEIVED ITEM	0.00000	132	0.00
ES252	250302	ACH RET ITEM-INFO REPORTING ADVICE	1.00000	27	27.00
ES801	250501	ACH TRANSMISSION CHARGE	0.00000	3	0.00
ES802	250501	ACH TRANSMISSION SPECIAL	0.00000	19	0.00
34377	250000	INTERNET ACH BASE FEE	16.00000	1	16.00
CEOAF	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	10.00000	1	10.00
CEOAB	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	0.00000	1	0.00
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	14.00000	2	28.00
ES481	250302	ACH NOC - INFO REPORTING ADVICE	1.00000	220	220.00
34332	250703	ACH CEO SUBSCRIPTION - ITEM	0.00000	3,468	0.00
CEOAR	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000	3	0.00
CEOAS	250703	ACH CEO SUBSCRIPTION - ACCOUNT	0.00000	4	0.00
		<b>GENERAL ACH SERVICES Subtotal</b>			<b>986.26</b>
CEOED	300524	CEO TREAS INFO RPT EDI SUBSC MOBASE	0.00000	1	0.00
34245	300524	CEO TREAS INFO RPT EDI ADDENDA	0.00000	656	0.00
34242	300524	CEO TREASURY INFO REPTING-EDI ITEM	0.00000	5,923	0.00
		<b>EDI PAYMENT SERVICES Subtotal</b>			<b>0.00</b>
WNWRB	350402	WIRE DETAIL RPT SUBSCRIPTION-ACCT	0.00000	4	0.00
34207	350402	WIRE DETAIL RPT SUBSCRIPTION-ITEM	0.00000	76	0.00
ES030	350300	WIRE IN DOMESTIC	0.00000	7	0.00
ES139	350104	WIRE-OUTGOING DOMESTIC-CEO	7.50000	38	285.00
		<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE Subtotal</b>			<b>285.00</b>
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	0.00000	12,804	0.00
34420	400052	ARP STMTS & RPTS (CSV/EXCEL) BASE	0.00000	2	0.00

Pro Forma

<b>WF</b>	<b>AFP</b>				<b>Service</b>
<b><u>Code</u></b>	<b><u>Code</u></b>	<b><u>Service Description</u></b>	<b><u>Unit Price</u></b>	<b><u>Volume</u></b>	<b><u>Charges</u></b>
34123	4002ZZ	CEO EVENT MESSAGING SERVICE - EMAIL	0.00000	245	0.00
WNIDB	400003	CEO INTRADAY SUBSCRIPTION MTHLYBASE	55.00000	4	220.00
34115	400001	CEO PREV DAY SUBSCRIPTION DETL ITEM	0.10000	4,096	409.60
WNPDB	400000	CEO PREV DAY SUBSCRIPTION MTHLYBASE	55.00000	4	220.00
34253	400800	ELECTRONIC WINDOW EXTENDED STOR 120	0.00000	5,830	0.00
15002	400003	DESKTOP DEPOSIT REPORT MTHLY BASE	35.00000	1	35.00
15003	400231	DESKTOP DEPOSIT REPORT PER ITEM	0.25000	1,385	346.25
27588	409999	RETURN INFOFAX MONTHLY BASE	0.00000	2	0.00
		<b>INFORMATION SERVICES Subtotal</b>			<b>1,230.85</b>
IL152	609999	DEPOSITED CHECK CANADIAN	0.01500	7	0.11
		<b>INTERNATIONAL SERVICES Subtotal</b>			<b>0.11</b>
		<b>Total Analyzed Charges</b>			<b>10,359.58</b>
		<b>*Total Fee Based Charges</b>			<b>0.00</b>
		<b>Total Service Charges</b>			<b>10,359.58</b>

Wells Fargo Bank, N.A. will allocate a fee to recover the cost of deposit insurance premiums.  
The Recoupment Fee is assessed on the Average Ledger Balance in your interest bearing  
and non-interest bearing accounts.

**APPENDIX 1****CITY OF FORT LAUDERDALE****BANK SERVICE REQUIREMENTS****(Estimated Pro Forma Volumes Based on February 2014)****(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)**

<b>AFP CODE</b>	<b>SERVICE DESCRIPTION</b>	<b>MONTHLY</b>	<b>UNIT</b>	<b>TOTAL</b>
		<b>ACTIVITY</b>	<b>PRICE</b>	<b>CHARGE</b>
	<b>BALANCE &amp; COMP. INFO.</b>			
00 0230	Recoupment Monthly IB	146,192.97	0.1275	18,639.6037
	<b>GENERAL ACCOUNT SERVICES</b>			
01 9999	Payee Valid Non Acct Hlder-Chk Cash	20	0.0000	0.0000
01 0101	Desktop Deposit Credit Posted	41	0.1000	4.1000
01 0020	Zero Balance Master Account Maint	1	10.0000	10.0000
01 0000	Account Maintenance – Chexstor	3	12.0000	36.0000
01 0021	Zero Balance Monthly Base	1	10.0000	10.0000
01 0100	Debits Posted	131	0.1000	13.1000
01 0101	Credits Posted	819	0.1500	122.8500
01 0410	Client Analysis Statement-Paper	1	0.0000	0.0000
	<b>DEPOSITORY SERVICES</b>			
10 0410	CEO Retn Item Subscription Per Acct	4	0.0000	0.0000
10 0410	CEO Retn Item Subscription Per Acct	4	0.0000	0.0000
10 0410	CEO Retn Item Subscription Per Item	124	0.0000	0.0000
10 0410	CEO Retn Item Subscription Opt Detl	59	0.0000	0.0000
10 0100	Cash Vault Monthly Base	11	0.0000	0.0000
10 0701	Cash Vault Trans Recap Rpt – Email	1	100.0000	100.0000
10 0701	Cash Vault Trans Recap Rpt – Fax	1	0.0000	0.0000

**APPENDIX 1****CITY OF FORT LAUDERDALE****BANK SERVICE REQUIREMENTS****(Estimated Pro Forma Volumes Based on February 2014)****(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)**

<b>AFP CODE</b>	<b>SERVICE DESCRIPTION</b>	<b>MONTHLY</b>	<b>UNIT</b>	<b>TOTAL</b>
		<b>ACTIVITY</b>	<b>PRICE</b>	<b>CHARGE</b>
10 0015	Cash Dep/\$1 Verify IN Cash Vault T1	12,401	0.0015	18.6015
10 0113	Cash Vault Coin Deposit-Std Bag	230	3.5000	805.0000
10 0111	Cash Vault Coin Dep-Partial/Mix Bag	52	0.1500	7.8000
10 0144	Cash Vault Coin Furnished – Rolled	100	0.1100	11.0000
10 0501	Cash Vault Deposit Adjustment	3	0.5000	1.5000
10 0141	Cash Vault Cash Order-Touchtone	3	0.8750	2.6250
10 0199	Cash Vault Currency/Coin Deposited	1,159,141	0.0004	463.6564
10 0148	Cash Vault Currency Furn-Nonstd	25	0.0011	0.0275
10 0199	Cash Vault Currency Furnished	600	0.0011	0.6600
10 0520	Cash Vault Adj Advice - Us	1	1.5000	1.5000
10 0000	CR Posted - Post Verify	9	0.0000	0.0000
10 0610	Deposit Location Reporting – Item	1,434	0.0800	114.7200
10 0220	Deposited Checks – On Us	4,169	0.0150	62.5350
10 0223	Deposited Checks	21,171	0.0150	317.5650
10 0220	Desktop Deposit-Wfargo Deposit Item	237	0.0150	3.5550
10 0224	Desktop Deposit-Non Wfargo Dep Item	1,195	0.0200	23.9000

# APPENDIX 1

## CITY OF FORT LAUDERDALE

### BANK SERVICE REQUIREMENTS

(Estimated Pro Forma Volumes Based on February 2014)

*(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)*

AFP CODE	SERVICE DESCRIPTION	MONTHLY ACTIVITY	UNIT PRICE	TOTAL CHARGE
10 0015	Cash Dep/\$1 Ver at Teller Window	1,118	0.0015	1.6770
10 0100	Cash VLT Dep Processing	663	0.1500	99.4500
10 0100	Cash Vault Mixed Deposit Processing	23	0.0000	0.0000
10 0400	Return Item – Chargeback	59	1.5000	88.5000
10 0414	CEO Return Item Service Mthly Base	4	0.0000	0.0000
10 0400	Return Item Special Instructions	59	0.0000	0.0000
10 0401	Return Item Special Inst Mthly Base	1	0.0000	0.0000
10 0402	Return Item Redeposited	59	1.0000	59.0000
	<b>PAPER DISBURSEMENT SERVICES</b>			
15 0723	Positive Pay Exception - CEO Image	7	0.0000	0.0000
15 0810	Printing & Supplies-Vendor	5,410	0.0000	0.0000
15 0100	ARP Checks Paid – Full Recon	1,786	0.0500	89.3000
15 0030	Positive Pay Only Monthly Base	1	0.0000	0.0000
15 0120	Positive Pay Only – Item	538	0.0000	0.0000
15 0310	ARP Item Paid No Issue Info-Item	5	0.0060	0.0300
15 0100	Positive Pay Only Checks	526	0.0500	26.3000

# APPENDIX 1

## CITY OF FORT LAUDERDALE

### BANK SERVICE REQUIREMENTS

(Estimated Pro Forma Volumes Based on February 2014)

*(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)*

AFP CODE	SERVICE DESCRIPTION	MONTHLY ACTIVITY	UNIT PRICE	TOTAL CHARGE
15 1352	Online Image View < 90 Days – Item	28	3.5000	98.0000
15 1352	Online Image View > 90 Days –	6	3.5000	21.0000
15 1352	Desktop Deposit Images Retrieved	1,385	0.5000	692.5000
15 0030	Positive Pay Monthly Base	1	15.0000	15.0000
15 1350	Wellslmage Paid Check	1	20.0000	20.0000
15 1353	Wellslmage Paid Check Per CD	1	0.0000	0.0000
15 0400	CEO Search	78	0.8000	62.4000
15 0299	Payee Validation Standard – Item	2,312	0.0300	69.3600
15 1399	Wellslmage Paid Check Per Item	2,297	0.0200	45.9400
15 0412	Stop Payment – Auto Renewal	7	3.0000	21.0000
	<b>PAPER DISBURSMT RECON SVS</b>			
20 0200	ARP Register Input CEO – Item	14	0.8000	11.2000
20 0010	ARP Monthly Base – Full	1	0.0000	0.0000
20 0201	ARP Full Recon – Item	1,831	0.0000	0.0000
20 0301	ARP Output – Transmission	2	8.0000	16.0000
20 0310	ARP Optional Reports	4	0.0000	0.0000

# APPENDIX 1

## CITY OF FORT LAUDERDALE

### BANK SERVICE REQUIREMENTS

(Estimated Pro Forma Volumes Based on February 2014)

*(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)*

AFP CODE	SERVICE DESCRIPTION	MONTHLY ACTIVITY	UNIT PRICE	TOTAL CHARGE
20 0329	ARP Paper Statement Delivery	1	0.0000	0.0000
20 0420	ARP Custom Programming Monthly Base	1	0.0000	0.0000
20 0310	ARP Paper Stmt/Report Monthly Base	1	0.0000	0.0000
20 9999	ARP Aged Issue Records On File-Item	1,998	0.0800	159.8400
20 0100	Outgoing Transmission – Per	4,123	0.0400	164.9200
20 0399	Positive Pay Exceptions -	7	0.0000	0.0000
20 0305	ARP Statement Monthly Base CEO	2	0.0000	0.0000
	<b>GENERAL ACH SERVICES</b>			
25 0703	ACH CEO Subscription – Account	4	0.0000	0.0000
25 0703	ACH CEO Subscription –	3,468	0.0000	0.0000
25 0400	ACH CEO Return Subscription- Account	3	0.0000	0.0000
25 0703	ACH CEO Subscription – Account	4	0.0000	0.0000
25 0201	Electronic Credits Posted	797	0.1000	79.7000
25 0400	ACH CEO Return Subscription- Account	3	0.0000	0.0000
25 0400	ACH CEO Return Subscription – Item	243	0.5000	121.5000
25 0000	ACH Monthly Base	2	16.0000	32.0000
25 0102	ACH One Day Item	1,464	0.0350	51.2400



**APPENDIX 1****CITY OF FORT LAUDERDALE****BANK SERVICE REQUIREMENTS****(Estimated Pro Forma Volumes Based on February 2014)****(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)**

<b>AFP CODE</b>	<b>SERVICE DESCRIPTION</b>	<b>MONTHLY ACTIVITY</b>	<b>UNIT PRICE</b>	<b>TOTAL CHARGE</b>
25 0102	ACH Two Day Item	10,658	0.0350	373.0300
25 0102	ACH Same Day	794	0.0350	27.7900
25 0202	ACH Received Item	132	0.0000	0.0000
25 0302	ACH Ret Item-Info Reporting Advice	27	1.0000	27.0000
25 0501	ACH Transmission Charge	3	0.0000	0.0000
25 0501	ACH Transmission Special	19	0.0000	0.0000
25 0000	Internet ACH Base Fee	1	16.0000	16.0000
25 1050	ACH CEO Fraud Filter Stop Mthlybase	1	0.0000	0.0000
25 1050	ACH CEO Fraud Filter Review MO Base	1	10.0000	10.0000
25 1050	ACH CEO Fraud Filter Review MO Base	1		0.0000
25 1050	ACH CEO Fraud Filter Stop Mthlybase	1	0.0000	0.0000
25 1053	ACH CEO Fraud Filter Review - Item	2	14.0000	28.0000
25 0302	ACH NOC – Info Reporting Advice	220	1.0000	220.0000

**APPENDIX 1****CITY OF FORT LAUDERDALE****BANK SERVICE REQUIREMENTS****(Estimated Pro Forma Volumes Based on February 2014)****(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)**

<b>AFP CODE</b>	<b>SERVICE DESCRIPTION</b>	<b>MONTHLY ACTIVITY</b>	<b>UNIT PRICE</b>	<b>TOTAL CHARGE</b>
	<b>EDI PAYMENT SERVICES</b>			
30 0524	CEO Treas Info Rpt EDI Subsc Mobase	1	0.0000	0.0000
30 0524	CEO Treas Info Rpt EDI Subsc Mobase	1	0.0000	0.0000
30 0524	CEO Treas Info Repting –EDI Item	5,923	0.0000	0.0000
30 0524	CEO Treas Info Rpt EDI Addenda	656	0.0000	0.0000
	<b>WIRE&amp;OTHER FUNDS TRANS SVC</b>			
35 0402	Wire Detail Rpt Subscription – Acct	4	0.0000	0.0000
35 0402	Wire Detail Rpt Subscription – Acct	4	0.0000	0.0000
35 0402	Wire Detail Rpt Subscription- Item	76	0.0000	0.0000
35 0300	Wire IN Domestic	7	0.0000	0.0000
35 0104	Wire-Outgoing Domestic- CEO	38	7.5000	285.0000
	<b>INFORMATION SERVICES</b>			
40 0003	Desktop Deposit Report Mthly Base	1	35.0000	35.0000
40 0231	Desktop Deposit Report Per Item	1,385	0.2500	346.2500

# APPENDIX 1

## CITY OF FORT LAUDERDALE

### BANK SERVICE REQUIREMENTS

(Estimated Pro Forma Volumes Based on February 2014)

*(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)*

AFP CODE	SERVICE DESCRIPTION	MONTHLY ACTIVITY	UNIT PRICE	TOTAL CHARGE
40 9999	Return Infifax Monthly Base	2	0.0000	0.0000
40 0003	CEO Intraday Subscription Mthlybase	4	55.0000	220.0000
40 0000	CEO Prev Day Subscription Mthlybase	4	55.0000	220.0000
40 0000	CEO Prev Day Subscription Mthlybase	4		0.0000
40 0001	CEO Prev Day Subscription Detl Item	4,096	0.1000	409.6000
40 0003	CEO Intraday Subsdcription Mthlybase	4		0.0000
40 02ZZ	CEO Event Messaging Service-Email	245	0.0000	0.0000
40 0800	Electronic Window Extended Stor 120	5,830	0.0000	0.0000
40 0052	ARP Stmts & Rpts (Csv/Excel) Base	2	0.0000	0.0000
40 0272	ARP Stmts & Rpts (Csv/Excel) / Item	12,804	0.0000	0.0000
	<b>INTERNATIONAL SERVICES</b>			
60 9999	Deposited Check Canadian	7	0.0150	0.1050
	<b>TOTAL CHARGE FOR SERVICES</b>			25,033.9311

## APPENDIX 1

### CITY OF FORT LAUDERDALE

#### BANK SERVICE REQUIREMENTS

(Estimated Pro Forma Volumes Based on February 2014)

*(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)*

AFP CODE	SERVICE DESCRIPTION	MONTHLY	UNIT	TOTAL
		ACTIVITY	PRICE	CHARGE

Wells Fargo is offering a \$10,000.00 credit to be utilized toward implementation and setup fees for the implementation of new services during the first two years of the new banking services contract.

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

Pricing for new services utilized will be negotiated separately.

The City requires check cashing for employee payroll checks at no charge to the employee or the City at any branch of the selected depository bank.

Acknowledged. Wells Fargo will continue to provide this service as we do today, at no charge.

#### Earnings Credit Rate on Available Account Balances:

November, 2013	<u>.40</u>	%*
December, 2013	<u>.40</u>	%*
January, 2014	<u>.40</u>	%*

\*Note – The above rates represent the proposed contract rate, not historical for the City's current contract with the bank.

Rate Basis We offer the City the better of the bank managed rate for ECR (set internally at the bank) or the contractual rate of Target Fed Funds minus 9 bps (currently 16 bps) on excess compensating balances for interest, the bank offers the contractual rate of Target Fed Funds minus

FDIC Assessment Fee per \$1,000 see Recoupment listed above (January, 2014)

**Note: The City requires that interest earned will not be charged on the account analysis.**

## Appendix 2 Additional services

**City of Fort Lauderdale**

**Other bank services**

**(to be completed/answered by the financial institution)**

<b>Description</b>	<b>Unit Price</b>
<b>Deposit Bags (clear, disposable; tamper evident plastic) Small twin dual pouch bags</b>	\$18.85 per 100 pack
<b>Deposit Bags (clear, disposable; tamper evident plastic) Large twin dual pouch bags</b>	\$27.28 per 50 pack
<b>Deposit Bags (clear, disposable; tamper evident plastic) Small coin bags</b>	\$31.09 per 50 pack
<b>Deposit Bags (clear, disposable; tamper evident plastic) Large coin bags</b>	\$31.09 per 50 pack
<b>30 Endorsement Stamps (self-inking) Price:</b>	\$18.26 per stamp
<b>Deposit Tickets (carbonless, two-part) Price:</b>	\$24.91 per 200

*The prices above are based on actual cost as provided by Superior Press and displayed in their supply catalog included in the Appendix. Upon the City's request, Wells Fargo will pass through these charges to the City's account analysis if purchased through Superior.*

## **Appendix 3 Investment Transactions**

### APPENDIX 3

#### **CITY OF FORT LAUDERDALE INVESTMENT TRANSACTIONS**

**(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)**

*The following information is for securities purchased through Wells Fargo Securities, LLC:*

The depository institution represents a potential source for investment transactions, and is a basis for Proposal comparison. In this section, there are three sample investment opportunities based on a specific date. Please complete the sample transaction section below with the investments you would recommend for the amount and time the funds are available for investment.

A transaction shall be an order placed with the Agent on a particular day to purchase investment securities. Each transaction may include the purchase of more than one security with more than one maturity date.

For the following three sample investment transactions, use Friday, April 25, 2014, as the acquisition date for the purchase of the securities.

1)	Amount available to invest	\$1,000,000
	Investment period	30 days
	Security	<u>Commercial Paper</u>
	Maturity date	<u>05/25/2014</u>
	Par value	<u>\$1,000,000.00</u>
	Cost	<u>Discount</u>
	Equivalent bond yield	<u>.13%</u>
	Cost of transaction (fee)	<u>No fee</u>
2)	Amount available to invest	\$2,000,000
	Investment period	60 days
	Security	<u>Commercial Paper</u>
	Maturity date	<u>06/25/2014</u>
	Par value	<u>\$2,000,000</u>
	Cost	<u>Discount</u>
	Equivalent bond yield	<u>.15%</u>
	Cost of transaction (fee)	<u>No fee</u>
3)	Amount available to invest	\$3,000,000
	Investment period	180 days
	Security	<u>Commercial Paper</u>
	Maturity date	<u>11/25/2014</u>
	Par value	<u>\$3,000,000</u>
	Cost	<u>Discount</u>
	Equivalent bond yield	<u>.26%</u>
	Cost of transaction (fee)	<u>No fee</u>

# Safekeeping and Investor Resources

## Fee Schedule (Bank)

Wells Fargo Securities customers have the option of selecting Wells Fargo Bank, N.A., for safekeeping services. The following standard fee schedule applies to safekeeping services provided by Wells Fargo Bank.

### Bank safekeeping

<b>Monthly Account Maintenance</b> .....	\$10.00
<b>Monthly Security Holdings per CUSIP</b>	
Asset Backed Securities (CARS/CARDS etc.).....	\$8.00
Mortgage-Backed Securities (FNMA, GNMA, CMOs/REMICs).....	\$8.00
Municipal / Corporate Securities.....	\$2.00
All Other Securities (T-Bills, T-Notes, T-Bonds, Agencies, Commercial Paper (CP), except Wells Fargo CP).....	\$1.00
<b>Security Transfers</b>	
Incoming/Outgoing.....	\$7.00
Between Accounts.....	\$7.00
<b>Security Pledges</b> (Initiating, Substituting, & Releasing).....	\$20.00

### Brokerage Services

<b>Securities Registration*</b> .....	\$50.00
<b>Third Party Trade Clearing**</b>	
Incoming/Outgoing.....	\$35.00
Physical Securities Clearance.....	\$100.00
<b>Miscellaneous Services</b>	
Fees may be charged for any unusual or out of pocket expenses	

### Investor Resources

<b>Investment Online Reporting</b> .....	No charge
<b>Portfolio Strategies</b>	
<\$100,000,000 in assets per quarter.....	\$500.00
>\$100,000,000 in assets per quarter.....	\$600.00

### Discounts and payment options

All new accounts benefit from waived fees for the first two months. Other discounting or exception pricing may apply.

Fees are generally charged on a monthly basis and you may select one of the following payment options:

ACH  
Brokerage Account Debit  
Wells Fargo Bank Account Analysis Charge

\*Fees are charged on a per receipt basis.

\*\*The Third Party Trade Clearing applies only to transactions where securities are purchased/sold to/from a third party and delivered to/from Wells Fargo.

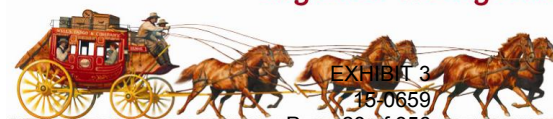
Wells Fargo reserves the right to change the fees on this schedule at any time upon thirty (30) days written notice to customers. A statement of fees charged will be included in customers' brokerage account statement.

### For more information

To determine whether this product is appropriate for you, please consult your investment policy or applicable investment guidelines. Your dedicated Wells Fargo investment representative is available to answer other questions you may have.

Wells Fargo Securities is the trade name for certain capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Institutional Securities, LLC, a member of FINRA and SIPC, and Wells Fargo Bank, National Association. Wells Fargo Securities, LLC carries and provides clearing services for Wells Fargo Institutional Securities, LLC customer accounts.

Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee





## **Appendix 4 Certificates of Deposit**

**APPENDIX 4**

**CITY OF FORT LAUDERDALE  
CERTIFICATES OF DEPOSIT\*  
\$100,000 OR MORE**

**(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)**

*The following information is for Wells Fargo Bank certificates of deposit purchased through Wells Fargo Securities, LLC:*

DAYS	RATE BASIS	(+ OR -) BASIS POINTS	MARKET RATE
90 - 179			0.14
180 - 269			0.21
270 - 364			0.22
365			0.24

**Minimum and Maximum Maturity Lengths; Minimum and Maximum Dollar Amounts.**

- I. The minimum maturity length the Bank is willing to accept is  
3 months
- II. The maximum maturity length the Bank is willing to accept is  
12 months
- III. The minimum amount of investments the Bank is willing to accept is  
\$25,000,000
- IV. The maximum amount of investments the Bank is willing to accept is  
N/A dollars

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*The following information is for brokered certificates of deposit purchased through Wells Fargo Securities, LLC:*

DAYS	RATE BASIS	(+ OR -) BASIS POINTS	MARKET RATE
90 - 119			0.20
120 - 149			0.20
150 - 179			0.30
180 - 364			0.35
365			0.45

\*Certificates of Deposit are FDIC insured. Deposits at FDIC-insured institutions are insured up to at least \$250,000 per depositor. This investment is not an obligation or and is not guaranteed by Wells Fargo & Company or any of its affiliates and is solely the obligation of the issuer.

**Minimum and Maximum Maturity Lengths; Minimum and Maximum Dollar Amounts.**

- I. The minimum maturity length the Bank is willing to accept is  
3 months
- II. The maximum maturity length the Bank is willing to accept is  
15 years
- III. The minimum amount of investments the Bank is willing to accept is  
\$1,000
- IV. The maximum amount of investments the Bank is willing to accept is  
N/A (\$250,000 to capture FDIC insurance)

## **Tab 3 Required Documents**

*Non-Collusion Statement*

*Local Vendor Preference Form*

*Certificate of Insurance*

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee 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 City of Fort Lauderdale, FL 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.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**


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**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**EXHIBIT 4**  
**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) Wells Fargo Bank, N.A.  
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) \_\_\_\_\_  
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) \_\_\_\_\_  
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) \_\_\_\_\_  
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) \_\_\_\_\_  
Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) \_\_\_\_\_  
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: Wells Fargo Bank, N.A.

AUTHORIZED COMPANY PERSON: Jackie Kobialko Jackie Kobialko 7/15/14  
NAME SIGNATURE DATE

## Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance that results in non-compliance with the insurance requirements contained herein. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor’s insurance must be provided by an A.M. Best’s “A-“ rated or better insurance company authorized to issue insurance policies in the State of Florida.

Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

### **Workers’ Compensation and Employers’ Liability Insurance**

Limits: Workers’ Compensation – Per Florida Statute 440

Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers’ Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, and contractual liability per policy form CG 00 01 04 13.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person,

\$500,000 each occurrence

Property damage \$100,000 each occurrence

**Fiduciary Liability Insurance**

Limits: \$5,000,000 per occurrence

**Privacy Protection Insurance**

Limits: \$1,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301  
15. SUBCONTRACTORS

**Wells Fargo & Company Risk & Insurance Management**

Wells Fargo Center, MAC# N9305-144

Sixth and Marquette

Minneapolis, MN 55479

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF  
INSURANCE TO YOUR WELLS FARGO CONTACT.**

Date: 06/26/2014

**EVIDENCE OF CASUALTY INSURANCE COVERAGE****Insured:**

Wells Fargo &amp; Company and Its Subsidiaries

**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	4/01/10 - 4/01/15	MWZY58768
Automobile Liability	Covers all owned, non-owned and hired automobiles	\$10,000,000 Each Occurrence Combined Single Limit	4/01/10 - 4/01/15	MWTB20922
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, West Virginia 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	4/01/10 - 4/01/15	MWC116599

**Evidence of Insurance Issued To:**

City of Fort Lauderdale

Procurement Services Division  
100 N. Andrews Ave., Room 619  
Fort Lauderdale, FL 33301

Wells Fargo &amp; Company Risk &amp; Insurance Management

Jill M. Combs  
Risk & Insurance Manager**The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.**



**Wells Fargo & Company Risk & Insurance Management**

Wells Fargo Center, MAC# N9305-144

90 South 7th Street, 14th Floor

Minneapolis, MN 55402

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO  
YOUR WELLS FARGO CONTACT.****Date:** 06/26/2014**EVIDENCE OF FIDELITY (EMPLOYEE DISHONESTY) COVERAGE****Insured:**

Wells Fargo &amp; Company and Its Subsidiaries

**Insurance Company**

Lexington Insurance Company

**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	11/15/13 - 11/15/14	01-592-67-01

**Evidence of Insurance Issued To:**

City of Fort Lauderdale

Procurement Services Division  
100 N. Andrews Ave., Room 619  
Fort Lauderdale, FL 33301

Wells Fargo &amp; Company Risk &amp; Insurance Management

Jill M. Combs  
Risk & Insurance Manager**The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.**



21174

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Rd Suite 800 Atlanta, GA 30305	<b>CONTACT NAME:</b> Wells Fargo Certificate Service Center <b>PHONE (A/C, No, Ext):</b> 404-923-3719 <b>E-MAIL ADDRESS:</b> wfis.certificaterequest@wellsfargo.com <b>FAX (A/C, No):</b> 1-877-362-9069																					
<b>INSURED</b> Wells Fargo & Company Wells Fargo Center (MAC N9305-144) 90 South 7th Street, 14th Floor Minneapolis, MN 55402	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic Insurance Company	24147	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 6454344**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability - Security, Privacy and Multimedia Liability			MWZZ 300156	08/01/13	04/01/15	\$10,000,000 Each Occurrence \$10,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

**CERTIFICATE HOLDER**

evidence of coverage

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

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ACORD 25 (2010/05)

EXHIBIT 3

15-0659

(This certificate replaces certificate# 6454336 issued on 8/14/2013)

Page 38 of 356

## **Tab 4 Letter of Interest**

July 15, 2014

City of Fort Lauderdale  
City Hall  
Procurement Services Division, Room 619  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Re: Banking Services RFP – Solicitation 745-11437

Dear Mr. Ewell:

Thank you for the opportunity to respond to the City of Fort Lauderdale's Request for Proposal for banking services. With the submission of our proposal, Wells Fargo is expressing our strong interest in continuing and expanding our relationship with the City. We have closely read the RFP and fully comprehend what the City is seeking in a banking partner. We are eager to work with the City to help you cut costs, automate processing of payments, and move more of your transactions to an electronic format. These steps will support your needs and position you for success in the years to come.

As your strategic partner, Wells Fargo is committed to:

- Providing the resources of a government relationship team of professionals
- Delivering world class client service to the City and its employees
- Delivering the right solutions to support your depository, disbursement and investment requirements
- Sharing our technical capabilities and experience to help the City achieve its financial and operational goals
- Maintaining a constant focus on innovation and enhancements related to the City's needs
- Complementing the City's banking and investment policies

Throughout our response, we will demonstrate how we meet or exceed each of these priorities by demonstrating our ability to deliver a complete scope of financial solutions for all your banking needs, offer competitive pricing, provide numerous bank locations throughout the City and provide knowledgeable and competent staff to continue serving as the City's primary banking partner. To that end, we have not only responded with requested information, but have included information on several additional services that would benefit the City going forward.

#### [Expertise and ability](#)

The Wells Fargo organization is committed to the City and our successful partnership. Your dedicated team of senior bankers, Lance Aylsworth, Relationship Manager and Jackie Kobialko, Treasury Management Sales Consultant, will continue to manage the City's relationship. These individuals have spent decades concentrating on governmental and institutional business clients, including more than seven years working with the City.

Furthermore, we understand the City is not only seeking qualified individuals from their banking partner; you are also seeking an institution that can provide product breadth, expertise and consultative services in the industry. Your specialized Government and Institutional Banking team is uniquely qualified to provide such industry tailored products to meet the ongoing needs of the City.

#### More than just a bank

Wells Fargo recently completed a Business Process Review (BPR) at the City, where Jackie Kobialko and Eric Fleischer spent a full day shadowing the City's Accounts Payable group. They spent the day observing the Accounts Payable operations, including current system, work flows, financial controls and staff assignments. They documented all work flows and processes and are now analyzing the data gathered. Jackie and Eric will return to the City soon with a full presentation outlining actionable recommendations with short and long term strategies.

The BPR process can provide the City with a valuable external perspective and deeper visibility into the day-to-day details. At the same time, Wells Fargo is learning your business inside and out, allowing us to further assist with optimizing your treasury operations for today and the future.

We would be happy to perform additional Business Process Reviews in other areas of the City should you so desire.

#### What sets us apart?

Wells Fargo's reputation for excellent service is well established, as evidenced by our Best Large Call Center Award for our Treasury Management Client Delivery team on May 14, 2013 from the International Customer Management Institute and our Customer Service Department of the Year Gold Medal Award from The American Business Awards on June 17, 2013.

Part of our successful customer service model, is the utilization of Dedicated Client Service Officers. The City is provided with a Dedicated Client Service Officer (CSO) who serves as the first point of contact for the day to day transaction related issues that arise from time to time. Your CSO, Ashlye Edwards, is dedicated to providing the level of customer service and responsiveness desired by the City.

#### Our vision statement

We want to satisfy all our customers' financial needs, help them succeed financially, be the premier provider of financial services in every one of our markets, and be known as one of America's great companies.

Wells Fargo is excited about this opportunity to continue providing banking services to the City of Fort Lauderdale. We look forward to discussing the contents of our response with you further.

Please do not hesitate to contact us with any questions you may have.

Sincerely,

Lance Aylsworth, Vice President  
Relationship Manager  
Government and Institutional Banking

Jackie Kobialko, Vice President  
Treasury Management Sales Consultant  
Government and Institutional Banking

## **Tab 5 Statement of proposed services**

**Statement of Proposed Services. Proposals should respond to scope of work. They should be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables.**

Please refer to the following page for the statement of proposed services.

## Capability and approach

**Florida Public Entity Banking** – As determined by the State of Florida Bureau of Collateral Management as of 12/31/13, Wells Fargo Bank is the largest holder of municipal deposits within the state. As the largest Qualified Public Depository (QPD) within the state, we are therefore the largest provider of banking services to municipal entities. We service many of the municipalities within the State of Florida, including but not limited to the City of Sunrise, City of Hollywood, City of Miramar, City of Margate and City of Miami.

**Banking & Financial Services** – We will provide the City with the required services mentioned in this RFP, as well as the best combination of our Electronic Commerce suite of solutions, that will not only reduce or eliminate your current paper processing, but will also reduce capital expenses, allowing the City to realize both hard and soft dollar cost savings. Working in conjunction with our Electronic Commerce Suite, Wells Fargo offers the following additional solutions, providing the City the ability to reach optimum results in regards to processing of all payables and receivables as well as investments.

**Purchasing Cards** – We offer a single card solution designed to improve the City's purchasing process. Our purchase card program is an in-house, home grown solution – we do not partner with any outside vendors. The City will benefit from a total expense management tool that puts you in control of employee spending and accounts payable invoice payments in addition to offering greater convenience to employees for business travel needs.

**Merchant Services** – Wells Fargo owns and manages the end-to-end transaction delivery network, supporting more than two billion credit and debit transactions each year. With us, you authorize and settle your transactions using a comprehensive authorization system that provides a fast, reliable, and fully redundant solution for all of your electronic payment transactions. In addition, all merchant fees can be passed through on your analysis statement, to be offset by compensating balances.

**E-Payables (AP Control)** – Wells Fargo takes a holistic approach to the payables solution. Our concept is to not simply reduce the number of checks written, but to optimize the payment type affording the greatest benefit to the City. After a patented optimization service is completed to review your vendor payments, we guide the City to a mix of payments, including card payments through AP Control.

**Information Technology and Security** – Technology is truly the area in which we surpass our competition. We have provided within our response, our full range of technological capabilities, as well as the security needed and expected in today's environment.

## Qualifications and experience

Wells Fargo has one of the most experienced Government & Institutional Banking departments in the United States. Early on we recognized the importance of the public sector and the need to develop not only products and services geared towards governments and their related agencies, but an approach to banking that focuses on the uniqueness of this sector, how it operates, and the requirements that must be satisfied.

We are headquartered in San Francisco but decentralized so that the City will receive the best of both worlds. You will have access to the robust suite of products and services and expertise that a national bank can provide coupled with the relationship building focus of a local bank and local team.

Through its predecessor banks, Wells Fargo has been in business in Florida for more than 100 years, and formed the government and institutional banking team about 20 years ago. Your dedicated relationship and sales team proudly serve over 100 local government entities in the South Florida area.

The Wells Fargo organization is committed to the City of Fort Lauderdale and our successful partnership. The senior team of bankers currently managing the relationship for the City will continue on with the new contract. These individuals have spent decades concentrating on governmental and institutional business clients and have a strong understanding of the needs and requirements of the City.

Your dedicated core Relationship Team consists of Lance Aylsworth, Relationship Manager and Jackie Kobialko, Treasury Management Sales Consultant, for all general banking matters. Lance and Jackie are tenured banking specialists each having over 20 years of financial and banking experience, with seven of those years dedicated solely to government treasury management in the South Florida area. In addition, we can attest that the facilities and additional personnel assigned to the relationship have the capacity and abilities to handle the requested needs of the relationship as well. All of the main contact personnel have teams of people supporting them and are reachable via several communications methods during and beyond normal business hours.

### **Support Services**

**Customer Support and Product Quality:** Part of our successful customer service model, is the utilization of Dedicated Client Service Officers. The City currently has a Dedicated Client Service Officer (CSO), Ashlye Edwards, who specializes in government customers only. This person will serve as the first point of contact for the day to day transaction related issues that arise from time to time. Ashlye is dedicated to providing the level of customer service and responsiveness desired by the City.

Wells Fargo's reputation for excellent service is well established, as evidenced by our Best Large Call Center Award for our Treasury Management Client Delivery team on May 14, 2013 from the International Customer Management Institute and our Customer Service Department of the Year Gold Medal Award from The American Business Awards on June 17, 2013.

### **Relationship management approach**

Wells Fargo strongly adheres to the relationship management approach for managing its client relationships. A team of government specific specialists, guided by your relationship manager, work with you to understand your process, identify your needs, recommend solutions, and implement services – all to help you maximize the value of your banking operations.

- Your Relationship Manager and primary contact at Wells Fargo is Lance Aylsworth. Lance will provide strategic direction to the City as he shares best practices from other government clients and engages other areas within the bank where appropriate.



- Your Relationship Associate Karmen Stewart works closely with Lance on client support and is an additional resource for the City when dealing with more complex issues and daily operational questions and support.
- Your Treasury Management Sales Consultant Jackie Kobialko is responsible for evaluating your current cash flow systems and helping you improve the efficiency of your disbursements and receivables processes.
- Your Treasury Management Sales Analyst Michelle Millington works closely with Jackie and provides additional support for your treasury management services, pricing, and fees.
- Your dedicated Implementation Coordinator, Gayle Montgomery will work with the City and your sales team to implement your products and services.
- Your dedicated Client Service Officer (CSO), Ashlye Edwards, will manage the day-to-day operations to ensure that service levels are met. Ashlye will assist the City with any necessary service escalations by reviewing pending cases and working closely with our partners in operations to make certain that we meet our internal service targets.

We have included resumes for the City's complete relationship management team.

<p><b>Lance Aylsworth, Vice President</b>  <b>Relationship Manager</b>  <b>Government &amp; Institutional Banking</b></p> <p><a href="mailto:lance.aylsworth@wellsfargo.com">lance.aylsworth@wellsfargo.com</a>  305-789-4824  786-306-7404 Cell  305-789-4944 Fax</p> <p>200 S. Biscayne Boulevard  14th Floor  Miami, FL 33131  Z6204-145</p>	<p>Lance has over 20 years of banking experience managing International, Treasury, Commercial, Government and Institutional relationships. For the past 7 years, Lance has been a committed Government and Institutional Banker in South Florida including Gulf Coast at Wells Fargo. Prior to Wells Fargo, Lance served as a Commercial Banker for another financial institution. Lance received a Bachelor's degree in Finance from James Madison University in Virginia.</p> <p>He is a native of Miami, a member of the South Florida Finance Officers and City Clerks Association, and a member of the Assoc. of Financial Professionals and has obtained his certification as a Certified Treasury Professional (CTP®).</p>
<p><b>Karmen Stewart</b>  <b>Relationship Associate</b>  <b>Government &amp; Institutional Banking</b></p> <p><a href="mailto:karmen.Stewart@wellsfargo.com">karmen.Stewart@wellsfargo.com</a>  305-789-4691  877-401-4880 Fax</p> <p>200 S. Biscayne Boulevard,  14th Floor  Miami, FL 33131  MACZ6204-145</p>	<p>Karmen has 15 years of banking experience, with a primary focus on Service and Support. Her customers have ranged from small business clients to Commercial clients to large Corporate Clients. She is a Jacksonville, Florida native, who relocated to Miami in October of 2012. She earned a Bachelor's degree in Psychology from the University of North Florida.</p>

<p><b>Jackie Kobialko, Vice President</b>  <b>Treasury Management Sales Consultant</b>  <b>Government &amp; Institutional Banking</b></p> <p><a href="mailto:jacqueline.kobialko@wellsfargo.com">jacqueline.kobialko@wellsfargo.com</a>  954- 467-5125  954-654-1645 Cell  877-402-8481 Fax</p> <p>1 E. Broward Boulevard  3rd Floor  Ft. Lauderdale, FL 33301  MAC Z6066-030</p>	<p>Jackie will support the City as the primary contact for Treasury Management. Jackie has been with Wells Fargo for nine years, with seven of those years dedicated to government and institutional treasury management. Collectively, she brings over 30 years of business experience, including 20 years of government related financial industry experience.</p> <p>During her tenure in government treasury management, she has worked with various government entities including Miami Dade County, Miami Dade County School Board, Broward County, Broward Clerk of Courts, Palm Beach County Clerk &amp; Board, City of Miami, City of Sunrise, City of Hollywood and City of Miramar , as well as numerous other counties, cities school districts and tax collectors within the State of Florida.</p> <p>Jackie has been a resident of Broward County since 1970 and currently is a member of the South Florida Government Finance Officers and City Clerks Association, the Palm Beach County FGFOA Chapter, currently serving as Chair of the Social Committee, as well as the Treasure Coast FGFOA Chapter.</p>
<p><b>Michelle Millington, AVP</b>  <b>Treasury Management Sales Analyst</b>  <b>Government &amp; Institutional Banking</b></p> <p><a href="mailto:michelle.millington@wellsfargo.com">michelle.millington@wellsfargo.com</a>  561-366-5571  855-466-4225</p> <p>450 S Australian Ave  8th Floor  West Palm Beach, FL 33401  MAC Z6344-081</p>	<p>Michelle began her career with Wells Fargo 10 years ago. She has supported all segments of Treasury Management for the last five years and has extensive experience with client support. Michelle currently supports Jackie in addressing the Treasury Management needs of our customers.</p> <p>She has her B.A. in Accounting and Finance from Palm Beach Atlantic University. Michelle is an active volunteer in her community and enjoys working with young children.</p>

<p><b>Gayle Montgomery</b> Implementation Coordinator</p> <p>Amethyst.g.montgomery@wellsfargo.com 704-715-9085</p> <p>301 S Tryon St 7th Floor Charlotte, NC 28282-1915 MAC D1129-073</p>	<p>Your designated implementation coordinator, Gayle is responsible for implementing all treasury management products and services. She will train the District's employees on how to use services and assist in completing all documentation.</p> <p>Gayle has been with the bank for 25 years and has supported the Commercial Market Segment of Treasury Management for 7 years. She worked as a trainer on the implementation training team for 4 years and currently, is the implementation coordinator for Jackie on her portfolio.</p> <p>Gayle has a B.A. in Public Administration from North Carolina Central University and her hobbies are traveling and spending time with her family.</p>
<p><b>Ashlye Edwards</b> Client Services Officer</p> <p>Ashlye.edwards@wellsfargo.com 904-634-6382</p> <p>10401 Deerwood Park Blvd Bldg 1, 3<sup>rd</sup> Floor Jacksonville, FL 32256</p> <p>MAC Z3042-032</p>	<p>Your dedicated client service officer, Ashlye Edwards is the first point of contact for servicing Treasury Management products. She assists clients with all of their service issues/needs, which may include maintenance requests. She also performs root cause analysis to identify exceptions or best fit solutions to streamline the client's interaction.</p> <p>Ashlye has been with the bank for five years. She has a B.S. in Psychology and an MBA in Management and Leadership. Her hobbies are spending time with family, shopping, and traveling.</p>

**Implementation/Transition Planning** – since the City is currently banking with Wells Fargo there will not be a need for a transition plan or a full implementation of services, however, there may be times when the City would like to implement a new service. With each and every implementation, whether big or small, we will work closely with the City in creating an appropriate plan and timeline to meet the City's needs.

The City will be provided a \$10,000.00 credit to be utilized toward implementation and setup fees for new services implemented during the first two years of the new banking contract. Please see our treasury services implementation timetable in the appendix of this response.

### **Banking Locations**

To support the banking needs of the City, its employees and its constituents, Wells Fargo has 12 conveniently located store locations including 13 ATMs within the City, an expansive network throughout Florida, as well as over 9,000 stores in the United States.

## **Tab 6 Business Licenses**

*Business Tax Receipt*

*Qualified Public Depository Documentation*

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

**VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

**DBA:**  
**Business Name:** WELLS FARGO BANK NA

**Receipt #:** 403-759  
**Business Type:** BANKS (BANK)

**Owner Name:** WELLS FARGO BANK NA  
**Business Location:** 1 E BROWARD BLVD  
 FT LAUDERDALE

**Business Opened:** 12/04/1998  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Business Phone:**

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 LICENSE  
 1500 BROADWAY #T3203-025  
 LUBBOCK, TX 79401

**Receipt #** 03B-12-00010912  
**Paid** 07/22/2013 150.00

**2013 - 2014**



**CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2013-2014**

*Office of America*

**BUSINESS TAX DIVISION**

**700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195**

Business ID: 1100838

Business Address: 1 E BROWARD BLVD

Tax Category: BANKS AND SAVINGS AND LOAN ASSOCIATIONS

Business Name: WELLS FARGO BANK NA

Tax#: 699982

Fee:

WELLS FARGO BANK NA

WELLS FARGO BANK BUSINESS LICENSE

1500 BROADWAY #T3203-025

LUBBOCK, TX 79401



**STATE OF FLORIDA**  
Office of the Chief Financial Officer  
Division of Treasury  
Bureau of Collateral Management

---

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY**  
UNDER THE FLORIDA SECURITY FOR  
PUBLIC DEPOSITS ACT

This is to certify that

**WELLS FARGO BANK, NATIONAL ASSOCIATION**  
101 NORTH PHILLIPS AVENUE  
SIOUX FALLS, SOUTH DAKOTA 57104

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 20th day of August, 2010.

A handwritten signature in cursive script, reading "Alex Sink", written over a horizontal line.

**CHIEF FINANCIAL OFFICER, STATE OF FLORIDA**



DEPARTMENT OF FINANCIAL SERVICES  
Division of Treasury – Bureau of Collateral Management

DS Wells Fargo CCA  
612511

COLLATERAL CONTROL AGREEMENT  
PUBLIC DEPOSITS PROGRAM

I. DATE OF AND PARTIES TO THE AGREEMENT

This agreement is effective March 20, 2010. The parties to this agreement are the Chief Financial Officer, State of Florida ( hereinafter referred to as the "CFO" ); the Pledgor, Wells Fargo Bank, NA, also referred to as the Qualified Public Depository (QPD), and if one is used, the Operating Subsidiary, \_\_\_\_\_ and the Custodian, Bank of New York Mellon and, if one is used the Custodian's Agent, ~~Bank~~ \_\_\_\_\_.

II. AGREEMENT

A. The pledgor agrees to the following provisions:

- (1) The pledgor shall own the pledged collateral and acknowledge that the CFO has a perfected security interest. The pledged collateral shall be eligible collateral and shall be at least equal to the amount of required collateral.
- (2) The pledgor grants to the CFO an interest in pledged collateral used as security for Florida public deposits. The pledgor shall not enter into or execute any other agreement related to the pledged collateral that would create an interest in or lien on that collateral in any manner in favor of any third party without the written consent of the CFO.
- (3) The pledgor shall not grant the custodian any lien that attaches to the collateral in favor of the custodian that is superior or equal to the security interest of the CFO.
- (4) The pledgor agrees that the CFO may without notice to or consent by the pledgor, require the custodian to comply with and perform any and all requests and orders directly from the CFO. These shall include, but are not limited to, liquidating all collateral and submitting the proceeds directly to the CFO in the name of the CFO only or transferring all collateral into an account designated solely by the CFO.
- (5) The pledgor acknowledges that the CFO may, without notice to or consent by the pledgor, require the custodian to hold principal payments and income for the benefit of the CFO.
- (6) The pledgor shall initiate collateral transactions on forms prescribed by the CFO in the following manner:
  - (a) A deposit transaction of eligible collateral may be made without prior approval from the CFO provided: security types that have restrictions have been approved in advance of the transaction by the CFO; simultaneous notification is given to the CFO; and the custodian has not received notice from the CFO prohibiting deposits without prior approval.
  - (b) A substitution transaction of eligible collateral may be made without prior approval from the CFO provided: security types that have restrictions have been approved in advance of the transaction by the CFO; the market value of the securities to be substituted is at least equal to the market value amount of the securities to be withdrawn; simultaneous notification is given to the CFO; and the custodian has not received notice from the CFO prohibiting substitution.
  - (c) A transfer of collateral between accounts at a custodian requires the CFO's prior approval. The collateral shall be released subject to redeposit in the new account with a pledge to the CFO intact.
  - (d) A transfer of collateral from a custodian to another custodian requires the CFO's prior approval and a valid collateral agreement with the new custodian. The collateral shall be released subject to redeposit at the new custodian with a pledge to the CFO intact.



## COLLATERAL CONTROL AGREEMENT

- (e) A withdrawal transaction requires the CFO's prior approval. The market value of eligible collateral remaining after the withdrawal shall be at least equal to the amount of required collateral. A withdrawal transaction shall be executed for the release of any pledged collateral including maturity or call proceeds.
- (f) Written notice shall be sent to the CFO to remove from the inventory of pledged collateral a pay-down security that has paid out with zero principal remaining.
- (7) If pledged collateral includes definitive (physical) securities in registered form which are in the name of the pledgor or a nominee, the pledgor shall deliver the following documents when requested by the CFO:
  - (a) A separate certified power of attorney in a form prescribed by the CFO for each issue of securities.
  - (b) Separate bond assignment forms as required by the bond agent or trustee.
  - (c) Certified copies of resolutions adopted by the pledgor's governing body authorizing execution of these documents.
- (8) The pledgor is responsible for all costs necessary to the functioning of this collateral agreement or associated with confirmation of pledged collateral to the CFO and acknowledges that these costs shall not be a charge against the CFO or his or her interests in the pledged collateral.
- (9) The pledgor, if notified by the CFO, shall not be allowed to use a custodian if that custodian fails to complete the collateral agreement, releases pledged collateral without the CFO's approval, fails to properly complete confirmations of pledged collateral, fails to honor a request for examination of definitive pledged collateral and records of book-entry securities, or fails to provide requested documents on definitive securities. The period for disallowing the use of a custodian shall be 1 year.
- (10) The pledgor is subject to the jurisdiction of the courts of the state of Florida, or of courts of the United States located within the state of Florida, for the purpose of any litigation arising out of Chapter 280, Florida Statutes (F.S.), "Florida Security for Public Deposits Act" (the Act).
- (11) The pledgor is responsible and liable to the CFO for any action of agents the pledgor uses to execute collateral transactions or submit reports to the CFO.
- (12) The pledgor agrees that any information, forms, or reports electronically transmitted to the CFO shall have the same enforceability as a signed writing.
- (13) The pledgor shall submit proof that authorized individuals executed this collateral agreement on behalf of the pledgor.
- (14) The pledgor agrees by resolution of its board of directors that collateral agreements entered into in order to hold Florida public deposits have been formally accepted and constitute official records of the pledgor.
- (15) The pledgor is bound by any other provisions found necessary for a perfected security interest in collateral under the Uniform Commercial Code.

### **B. The custodian agrees to the following provisions:**

- (1) The custodian shall have no responsibility to ascertain whether the market value of pledged securities is at least equal to the amount of required collateral nor whether the pledged securities are eligible collateral.
- (2) The custodian shall hold pledged collateral in a custody account for the CFO to secure Florida public deposits. The custodian shall not enter into or execute any other agreement related to the collateral that would create an interest in or lien on that collateral in any manner in favor of any third party without the written consent of the CFO.
- (3) The custodian agrees that any lien that attaches to the collateral in favor of the custodian shall not be superior or equal to the security interest of the CFO.
- (4) The custodian shall, without notice to or consent by the pledgor, comply with and perform any and all requests and orders directly from the CFO. These include, but are not limited to, liquidating all collateral and submitting the proceeds directly to the CFO in the name of the CFO only or transferring all collateral into an account designated solely by the CFO.
- (5) The custodian shall consider principal payments on pay-down securities and income paid on pledged collateral as the property of the pledgor and shall pay thereto provided the custodian has not received written notice from the CFO to hold such principal payments and income for the benefit of the CFO.

## COLLATERAL CONTROL AGREEMENT

- (6) The custodian shall process collateral transactions on forms prescribed by the CFO in the following manner:
- (a) A deposit transaction of eligible collateral may be made without prior approval from the CFO unless the custodian has received notice from the CFO requiring the CFO's prior approval.
  - (b) A substitution transaction of eligible collateral may be made without prior approval from the CFO provided the pledgor certifies the market value of the securities to be substituted is at least equal to the market value amount of the securities to be withdrawn and the custodian has not received notice from the CFO prohibiting substitution.
  - (c) A transfer of collateral between accounts at a custodian requires the CFO's prior approval. The collateral shall be released subject to redeposit in the new account with a pledge to the CFO intact. The custodian must provide the CFO with confirmation of the transfer within 5 business days of the redeposit.
  - (d) A transfer of collateral from a custodian to another custodian requires the CFO's prior approval. The collateral shall be released subject to redeposit at the new custodian with a pledge to the CFO intact. The new custodian must provide the CFO with confirmation of the transfer within 5 business days of the redeposit.
  - (e) A withdrawal transaction requires the CFO's prior approval. A withdrawal transaction shall be executed for the release of any pledged collateral including maturity or call proceeds.
- (7) If pledged collateral includes definitive (physical) securities in registered form which are in the name of the custodian or a nominee, the custodian shall deliver the following documents when requested by the CFO:
- (a) A separate certified power of attorney in a form prescribed by the CFO for each issue of securities.
  - (b) Separate bond assignment forms as required by the bond agent or trustee.
  - (c) Certified copies of resolutions adopted by the custodian's governing body authorizing execution of these documents.
- (8) The custodian acknowledges that the pledgor is responsible for all costs necessary to the functioning of this collateral agreement or associated with confirmation of securities pledged to the CFO and that these costs shall not be a charge against the CFO or his or her interests in the pledged collateral.
- (9) The custodian agrees to provide confirmation of pledged collateral upon request from the CFO. This confirmation shall be provided within 15 business days after the request, in a format prescribed by the CFO, and shall require no identification other than the pledgor name and location, unless special account identification is provided here:

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### Special Account Identification

- (10) The custodian is subject to the jurisdiction of the courts of the state of Florida or of courts of the United States located within the state of Florida for the purpose of any litigation arising out of the Act.
- (11) The custodian is responsible and liable to the CFO for any action of agents the custodian uses to hold and service collateral pledged to the CFO.
- (12) The custodian agrees that any information, forms, or reports electronically transmitted to the CFO shall have the same enforceability as a signed writing.
- (13) The CFO has the right to examine definitive pledged collateral and records of book-entry securities during the regular business hours of the custodian without cost to the CFO.
- (14) The responsibilities of the custodian for the safekeeping of the pledged collateral shall be limited to the diligence and care usually exercised by a banking or trust institution toward its own property.
- (15) If there is any change in the Uniform Commercial Code, as adopted by law in this state, which affects the requirements for a perfected security interest in collateral, the CFO shall notify the custodian of such change. The custodians shall have a period of 180 calendar days after such notice to withdraw as custodian if the custodian cannot provide the required custodial services.

## COLLATERAL CONTROL AGREEMENT

### III. DEFINITIONS:

- A. "Custodian" means the CFO or any bank, savings association, or trust company that:
- (1) Is organized and existing under the laws of this state, any other state, or the United States;
  - (2) Has executed all forms required under this chapter or any rule adopted hereunder;
  - (3) Agrees to be subject to the jurisdiction of the courts of this state, or of courts of the United States which are located within this state, for the purpose of any litigation arising out of this chapter; and
  - (4) Has been approved by the CFO to act as a custodian.
- B. "Custodian's Agent" means the individual or company authorized by the custodian to act on the custodian's behalf in collateral transactions by the pledgor. Approval requirements are detailed in Section 69C-2.030, Florida Administrative Code .
- C. "Operating Subsidiary" means the QPD's 100-percent owned corporation that has ownership of pledged collateral. The operating subsidiary may have no powers beyond those that its parent QPD may itself exercise. The use of an operating subsidiary is at the discretion of the QPD and must meet the CFO's requirements.
- D. "Pledged Collateral" means securities or cash held separately and distinctly by an eligible custodian for the benefit of the CFO to be used as security for Florida public deposits. This includes maturity and call proceeds.
- E. "Pledgor" means the QPD and, if one is used, operating subsidiary.
- F. "QPD" or Qualified Public Depository means any bank, savings bank, or savings association that:
- (1) Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
  - (2) Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
  - (3) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss. 1811 et seq.
  - (4) Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
  - (5) Meets all the requirements of this chapter.
  - (6) Has been designated by the CFO as a QPD.
- G. "Required Collateral" of a QPD means eligible collateral having a market value equal to or in excess of the amount required to be pledged pursuant to Section 280.04, F.S., as computed and reported monthly or when requested by the CFO.
- H. "CFO" means the Chief Financial Officer of the State of Florida.

COLLATERAL CONTROL AGREEMENT

IV. AUTHORIZED SIGNATURE OF PARTIES:

A. Qualified Public Depository Oath

"I DECLARE, under the penalties of perjury, that I have read the foregoing Collateral Control Agreement and agree to the provisions."

WELLS Fargo Bank NA

Printed Legal Name of QPD (Pledgor)

{Seal}



500 X Falls St

Home Office City and State

Signature of Authorized Officer

Robert Farnham

Printed Name of Authorized Officer

SVP

Title of Authorized Officer

STATE OF

NORTH CAROLINA

COUNTY OF

MECKLENBURG

Sworn to and subscribed before me this

10th

day of

July

2010

by

Robert Farnham

Name of Person Making Statement

Signature of Notary Public

{Seal}

Amanda D. Sifford

Commissioned Name of Notary Public

Personally Known

☒

OR Produced Identification ☐

Type of Identification Produced

B. Operating Subsidiary Oath

"I DECLARE, under the penalties of perjury, that I have read the foregoing Collateral Control Agreement and agree to the provisions."

Printed Legal Name of Operating Subsidiary (Pledgor)

{Seal}

Home Office City and State

Signature of Authorized Officer

Printed Name of Authorized Officer

Title of Authorized Officer

STATE OF

COUNTY OF

Sworn to and subscribed before me this

day of

by

Name of Person Making Statement

Signature of Notary Public

{Seal}

Commissioned Name of Notary Public

Personally Known ☐

OR Produced Identification ☐

Type of Identification Produced

COLLATERAL CONTROL AGREEMENT

C. Custodian Oath

"I DECLARE, under the penalties of perjury, that I have read the foregoing Collateral Control Agreement and agree to the provisions."

THE Bank of NY Mellon  
Printed Legal Name of Custodian

{Seal}

NY, NY  
Home Office City and State

[Signature]  
Signature of Authorized Officer

John Diagostini  
Printed Name of Authorized Officer  
Imaging Director

Title of Authorized Officer

STATE OF New York

COUNTY OF New York

Sworn to and subscribed before me this 16th

day of August, 2010

by [Signature]  
Name of Person Making Statement

[Signature]  
Signature of Notary Public

Notary Public, State of New York  
No. 01CH6067340

Qualified in Kings County  
Commission Expires December 10, 2013

[Signature]  
Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

D. Custodian's Agent Oath

"I DECLARE, under the penalties of perjury, that I have read the foregoing Collateral Control Agreement and agree to the provisions."

Printed Legal Name of Custodian's Agent (Custodian)

{Seal}

Home Office City and State

Signature of Authorized Officer

Printed Name of Authorized Officer

Title of Authorized Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_

by \_\_\_\_\_  
Name of Person Making Statement

Signature of Notary Public

{Seal}

Commissioned Name of Notary Public

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced

E. Chief Financial Officer, State of Florida's Approval

[Signature]  
Chief Financial Officer, State of Florida

{Seal}



## Tab 7 Additional services/Fee schedule

Wells Fargo recommends the following services the City of Fort Lauderdale may consider. Pricing will be provided upon request.

Wells Fargo is offering a \$10,000.00 credit to be utilized toward implementation and setup fees for the implementation of new services during the first two years of the new banking services contract.

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

### SafeVantage

The Wells Fargo SafeVantage® service provides daily credits to the City bank accounts without an armored pickup, which may accelerate the collection. Wells Fargo offers the service in partnership with three strategic partners – Brinks, Loomis and Garda. In each of your business locations, a safe equipped with bill validating and counterfeit detection technology is installed. The safe accepts currency deposits, provides a final count of all deposits, and transmits the deposit information to Wells Fargo.

All deposit transactions are captured and passed through all the standard Wells Fargo reporting channels to facilitate reconciliation, including BAI File Transfer. We would welcome the opportunity to work with the City to review the specific needs, volumes, and alternatives available to determine the value added by utilizing our SafeVantage solution.

#### How you benefit:

- Reduce cash handling labor and re-engineer back office processes. In most operating environments, cashiers/store managers/back office personnel must spend anywhere from 30–120 minutes daily handling cash and preparing deposits.
- You may require multiple people to remain on hand until the end of the night to count cash under dual control. For branch customers, additional time is required to physically deliver cash to the bank.
- The SafeVantage service can reduce this time spent to minutes daily because cash counting, deposit preparation and deliveries to the bank disappear.
- Improve store security and employee safety. With fewer people handling cash, cash shrink should be reduced. Employees are safer and deposits are safer when cash is stored in the safe and does not need to be physically transported from your location to the bank.

- Reduce armored pickup frequency. For existing cash vault clients, armored transportation is one of the most costly expenses. To receive daily credit for cash deposits, the County hires armored transportation to move cash from your location to the vault each day. In a SafeVantage environment, clients can typically reduce daily armored pickups to 1-3 days per week depending on safe capacity and note volume.
- Reduce risk of fraud and theft. Since funds deposited to the safe are tracked by point-of-sale (POS) systems, the City would see that the cash sales totals shown on the POS system should equal the amount dropped in the safe. The SafeVantage service allows clients to access data at a store or employee level, increasing control and providing an audit trail.
- Improve reconciliation and reduce supply expenses. Since the safe verifies all deposits, adjustment frequency is significantly reduced along with the fees for out of balance conditions. All SafeVantage safe transactions are passed through the standard reporting channels, so reconciliation should be seamless for you. When deposits to the safe are credited systematically, the client does not need as many deposit bags or deposit tickets, reducing supply expenses.

## E-Box<sup>®</sup> service

Online bill payments are a convenient, simple, and paperless way for your customers to pay you. The multistep validation and handling features of our *E-Box* service help minimize exceptions while maximizing your straight-through processing rate.

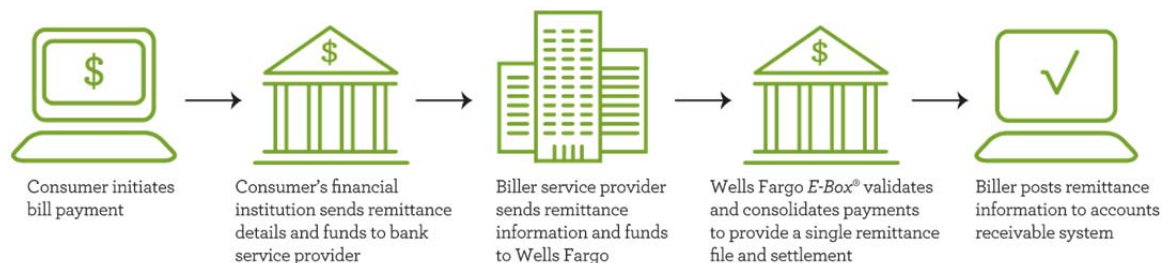
You can post payments automatically. We'll merge your customer's online bill payment data, apply additional data transformations, and generate a consolidated data file that is compatible with your accounts receivable system.

Our service accepts payments from many bill service providers, as well as from consumer credit counseling centers and walk-in bill payment providers.

### How it works

When you sign up, we'll notify the online service providers in our network\* that you can receive payments through our *E-Box* service. We'll consolidate your payments and post a single ACH credit to your account.

\*We connect to all major originating endpoints and an extensive network of third-party originators.



## Multistep validation

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

Payments that have errors or exceptions will be suspended. You'll then either decision them online (optional) or instruct us to return them to the originator.

The following table shows several examples of the validation routines the City can choose from.

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

\*Applies to credit card billers.

## Exception handling

You can manage your electronic payment transactions and perform research using our online exception management service.

## Manage payments

Using our online decisioning tool, you can:

- Return payments that should not process or should not have processed
- Repair suspended payments with invalid account numbers
- Repair processed payments requiring account number updates for future processing
- Update your cross-reference database with substitute account numbers and generate notifications of change (NOCs) to payment originators

## Dual custody

For additional security, a second person can review and approve all processed and suspended payments prior to completing the decision process.



### Research

View and research processed payments and gain access to information for reporting and trend analysis.

### Payment history

There is a search feature that lets you locate payments that meet your criteria. You can access 180 calendar days of payments that successfully processed.

### Reporting

The Return and Repair report provides a comprehensive accounting of all decisioning activity performed during the past 180 calendar days. Tailor it to show only those payments that meet your search criteria.

You can view, print, and download the report in HTML, PDF, CSV, and Excel formats.

## Invoice Manager

The Wells Fargo Invoice Manager service seeks to automate the flow of invoice data from the vendor from the point of receipt through the approval process — ultimately to the City's Accounts Payable unit. Using our *Payment Manager*® platform, payments — whether by check or electronic means — are created in a timely, efficient, and secure manner.

The transformation of the accounts payable (A/P) process begins with the electronification of invoices as early in the receipt process as possible. Once invoices are received electronically, the entire A/P process becomes more efficient through robust workflow and routing, proactive reporting and controls, automatic payment (paper and electronic), and vendor collaboration. Our Invoice Manager service can help the City transform the Procure to Pay cycle by:

- Offering flexible options to automate the receipt of vendor invoices, specifically by providing a web interface for invoice entry and faxing of invoices from vendor or various locations
- Routing invoice data into A/P systems and processes
- Facilitating PO Matching, as applicable

Invoice Manager is a fully integrated system that permits:

- Routing and adjusting invoices online or in an ERP system, as needed
- Delivering electronic payment and remittance information back to vendors

The Invoice Manager service delivers a cost effective and flexible method that transforms the Procure to Pay process into an efficient, paperless process. This functionality leverages existing systems where appropriate, and automates those manual processes that could negatively impact the efficiency of accounts payable.

The Invoice Manager solution provides all of the benefits of A/P outsourcing without the risk and loss of control. Our program is a solution that you can wrap around your core A/P functions, providing insulation from the challenges of vendor enablement and allowing for electronic payment wherever possible. The ultimate goal is to reduce the direct expense budget while providing the basis for more advantageous vendor trade terms.

Finally, the Supplier Enablement Program provides a methodology for electronically enabling the City's entire vendor base. The flexible options offered by Wells Fargo, coupled with our consultative approach, support the natural network effect that the consolidation model fosters. Wells Fargo can expedite the receipt of invoices electronically from vendors through a choice of options ranging from web entry and electronic file delivery to email and fax.

We provide a delivery model and deployment methodology to meet your unique time, budget, and expertise requirements through flexible delivery models, specialized teams, and proven methodologies based on best practices from leading projects. In addition, we serve as your single point of contact and guide you with expert advice throughout the implementation.

Our hybrid delivery model combines a consultative approach with expert IT resources. The goal of this hybrid model is to create more value for our customers by:

- Increasing the quality through accumulated intellectual property and best practices
- Developing the most efficient processes for on-time delivery
- Implementing repeatable and reusable components that are proven and tested
- Increasing scalability and responsiveness through a combination of onsite, near shore and offshore resources

The On Demand deployment methodology allows Wells Fargo to successfully deploy customer solutions within a standard timeframe which allows customers to quickly achieve results. When deploying multiple solutions, Wells Fargo and the City will need to determine the scope and breadth of the deployment to accurately establish project plans.

## Tab 8 References

Based on our current understanding of your needs, we have chosen references with services that most closely resemble the setup we have proposed for the City. Contact information for these references is listed in the table below.

References	
<b>Shawn Burgess</b> <b>City Treasurer</b> <b>City of Hollywood</b>  954-921-3232 <a href="mailto:sburgess@hollywoodfl.org">sburgess@hollywoodfl.org</a>  2600 Hollywood Blvd Room 103 Hollywood, FL 33020	City of Hollywood uses the following Wells Fargo services: <ul style="list-style-type: none"> <li>▪ E-Box and Lockbox</li> <li>▪ ARP with Positive Pay</li> <li>▪ ACH with ACH Fraud Filter               <ul style="list-style-type: none"> <li>▪ Desktop Deposit</li> </ul> </li> <li>▪ CEO Reporting</li> <li>▪ Payment Authorization</li> <li>▪ Wires</li> </ul>
<b>Jack Lazarowitz</b> <b>Treasury Manager</b> <b>City of Sunrise</b>  954-746-3240 <a href="mailto:JLazarowitz@sunrisefl.gov">JLazarowitz@sunrisefl.gov</a>  10770 West Oakland Park Blvd Sunrise, FL 33351	City of Sunrise uses the following Wells Fargo services: <ul style="list-style-type: none"> <li>▪ Lockbox</li> <li>▪ ARP with Positive Pay</li> <li>▪ ACH with ACH Fraud Filter</li> <li>▪ Cash Vault Services               <ul style="list-style-type: none"> <li>▪ CEO Reporting</li> </ul> </li> <li>▪ Wires</li> </ul>
<b>Celeste Lucia</b> <b>Finance Director</b> <b>City of Miramar</b>  954-602-3049 954-602-4469 fax <a href="mailto:cdlucia@ci.miramar.fl.us">cdlucia@ci.miramar.fl.us</a>  2300 Civic Center Place Miramar, FL 33025	City of Miramar uses the following Wells Fargo services: <ul style="list-style-type: none"> <li>▪ E-Box and Lockbox</li> <li>▪ ARP with Positive Pay               <ul style="list-style-type: none"> <li>▪ ACH with ACH Fraud Filter</li> </ul> </li> <li>▪ CEO Reporting</li> <li>▪ Wires</li> </ul>
<b>Pay Card and Prepaid Card</b>	
<b>Jeffrey Sutton, CFO</b> <b>Broward Clerk</b>  954-831-6244 <a href="mailto:jsutton@clerk-17th-flcourts.org">jsutton@clerk-17th-flcourts.org</a>  201 SE 6 Street Fort Lauderdale, FL 33301	

**Katherine Vesey (Katie)**  
**Atlantic County Utilities Authority**

609-272-6948  
[kvesey@acua.com](mailto:kvesey@acua.com)

PO Box 996  
Pleasantville, NJ 08232

**Henry Jones**  
**Supervisor Cash Receipts**  
**Washington Metropolitan Area Transit Authority**

202-962-1019  
[hljones@wmata.com](mailto:hljones@wmata.com)

## **Tab 9 List of subcontractors**

We do not rely on any other company, co-bidder, subcontractor, or other business relationship to provide the services discussed in our response.

## **Tab 10 SSAE 16/SOC2/Type 1 Report**

Wells Fargo & Company contracts for an annual SSAE 16 (replaces SAS 70) examination. Results are issued in an SOC 1 report. Current SSAE 16 and past SAS 70 examinations have been rendered by external auditors with unqualified opinions.

Wells Fargo provides products and services that are subject to careful review and analysis before they are introduced to customers. We recognize that, to be known as one of America's great financial services companies, we are obligated to our customers and shareholders to protect the safety and soundness of our organization.

Our internal audit department conducts ongoing and thorough examinations as they relate to our internal controls to ensure compliance with industry standards as well as policy and procedure.

*Our most recent report is included within the hard copy of the proposal response marked, "Original."*

## Tab 11 Additional attachments

### Attachment A

**The City shall require account analysis statements on a monthly basis by individual account and at group level which will reflect average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, and detail of services provided with quantities and unit fees for each to arrive at a total service cost.**

**Settlement of the excess/deficient condition as reflected by the group level account analysis is to occur on a quarterly basis. Please submit a sample of the monthly account analysis statement that will be provided to the City as Attachment A.**

Acknowledged. You can receive a paper or online monthly account analysis statement that provides summary and detail reporting for the services you use as described above. Each banking service has an element ID and a specific fee, both of which we capture and report in the analysis statement.

The online interactive statement is available within two business days after your statement cycle cutoff. By comparing account summary information for the current month with the previous 12 months, you can spot trends in your account activity.

#### Statement sections

Your statement provides pertinent balance and activity information in a concise and logical format. We describe key sections of our account analysis statement below.

#### Relationship summary

You will readily see a summary of all accounts within your relationship.

#### Analysis summary

This section includes a summary of account balance, earnings allowance, and service charges. The currency on this section is the currency of the billing account.

#### Balance summary

The balance and service charge information for all your accounts appears in this section.

#### Service detail

You will get a detailed description of services billed in the current month — along with the corresponding AFP code, unit price, volume, and service charges.

### Trend analysis

To assist you in monitoring trends, this section displays the most recent six months of average balances and service charges. Each column has headings that match an item in the analysis summary or balance summary section.

*A sample account analysis statement is included following this document.*



## **A. Account analysis statement**

## 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
<b>Total Shortfall Due</b> .....	=	<b>181.36</b>
Current Month Fee based Charges.....	\$	5.85 *
<b>Total Amount Due</b> .....	\$	<b>187.21</b>

\*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

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
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
		<b>General Account Services</b>			<b>50.35</b>
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		<b>Investment/Custody Services</b>			<b>150.00</b>
* 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
	<b>Account Total</b>				( 506,290.32 )	
	<b>Grand Total</b>				( 506,290.32 )	

## CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

### ACCOUNT SUMMARY

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

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

February 2008  
Page 4 of 4

### 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
		<b>General Account Services</b>			<b>21.85</b>
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		<b>Investment/Custody Services</b>			<b>150.00</b>
* 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](http://www.wellsfargo.com/com).

[wellsfargo.com/com](http://wellsfargo.com/com)

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TM-1185 - 03/09

## **Attachment B.**

### **F. Availability of Funds.**

**Please provide a schedule and detailed explanation of funds availability, showing both time and day of availability, and specify the institution location to which the availability is applicable. If more than one availability schedule is applicable, provide both. Please submit the availability schedule(s) as Attachment B.**

Regarding availability schedules, we:

- Determine and calculate availability of deposited items based on our optimal check clearing and collection process.
- Give immediate availability for on-us items, except for our controlled disbursement items (which are available on the following business day).
- Calculate availability on an item-by-item basis according to the routing transit number on the check, the deposit location, and the time of day when you deposit the item.

Most of our customers use our standard accelerated availability schedule. We offer alternate schedules on a case-by case basis. We will work with you to ensure you have the most appropriate availability schedule for your account.

*We review our availability schedules annually. We have included our availability schedule following this page.*

## **B. Availability schedule**

## 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 <sup>1</sup>	Same day
U.S. government checks	One day
Select financial institution checks <sup>2</sup>	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.

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

<sup>2</sup> 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.



# Cash vault or store deposit with the *Smart Decision*<sup>®</sup> service

## Availability schedule

Cash vault or store check deposits made to a commercial or national bank account enabled for the *Smart Decision*<sup>®</sup> service<sup>1</sup> received before the published cutoff time, receive collected funds in accordance with the following schedule:

Collected funds	
Wells Fargo Bank checks	Same day
Checks converted to ACH	One day

Items not converted to ACH receive the standard check deposit availability.

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 business day.<sup>2</sup>

This schedule is subject to change without notice.

<sup>1</sup> The *Smart Decision* service is available to cash vault or store check deposits and is used to convert eligible items to ACH debits. Items not eligible for ACH conversion, such as business checks, would be subject to the standard availability for cash vault or store items. Please refer to the published check deposit availability schedule for more details.

<sup>2</sup> A business day is defined as every day except Saturday, Sunday, and federal holidays.



Commercial / Commercial Checking / National Bank customers

## Desktop Deposit<sup>®</sup> service with Smart Decision<sup>®</sup> availability schedule

All Wells Fargo electronic deposits to a commercial or national bank account enabled with the *Smart Decision* service<sup>1</sup> and received before the published cutoff time of 9 p.m. Central Time receive collected funds in accordance with the following schedule:

### Collected funds

Items converted to ACH	
Wells Fargo Bank checks*	Same day
All other checks	One day
Items not converted to ACH	
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.

<sup>1</sup>The *Smart Decision* service is available for *Desktop Deposit* service customers and is used to convert eligible items to ACH debits. Items not eligible for ACH conversion, such as business checks, would be subject to the standard availability for *Desktop Deposit* service items.



Together we'll go far



## Attachment C.

### G. Interest Rates.

**The collected balances in each account should be accessible by an internet-based online reporting system and shall be available for investment at the option of the City. Funds in interest bearing accounts shall earn interest at the rate paid on interest bearing accounts. Please provide an explanation of the institution's policy and methodology used in setting rates paid on interest bearing accounts. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the federal funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid on this type of interest bearing account. Please provide the interest rate information as Attachment C.**

All account information, including collected balances, will be available through our onling banking portal, (CEO) Commercial Electronic Office.

The City will have the option to use either a non-interest bearing account, an interest bearing account, or a hybrid of both, which is the (GAIC) Government Advantage Interest Cheching account. The City can switch between the accounts as the interest rate environment changes. In the current interest rate environment, we are recommending that the City use the GAIC account.

With the utilization of the GAIC accounts, the City would receive our current bank managed Earnings Credit Rate (ECR), currently 40 basis points (bps). This rate may be adjusted during the month in reaction to market changes. We will offer the City the better of the bank managed rate for ECR (currently 40 bps) or the contractual rate of Target Fed Funds minus 9 bps (currently 16 bps). On excess compensating balances for interest, the bank offers the contractual rate of Target Fed Funds minus 9bps.

Your Relationship Manager Lance Aylsworth would be happy to discuss alternatives in detail with you to ensure that you select the option that best meets your needs.

**Calculation:** We calculate your earnings credit on 100% of your average daily positive collected balances. We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula:

$$(\text{average positive collected balance}) \times (\text{number of calendar days in the month}) \times (\text{ECR}) \div \text{actual number of days in the year}$$

#### **Historical rates:**

Target Fed funds has remained the same for the last 12 months at 25 basis points Based on the contractual rate at TFF-9bps, the interest rate earned for the last 12 months would have been 16 basis points.

## **Attachment D**

### **E. Financial Reports.**

**The proposing institution shall submit a copy of the latest audited annual financial statements, the past two most recent quarterly FDIC call reports, the Uniform Bank Performance Report for the latest fiscal year end, and Depository's rating from an independent depository-rating agency, all as Attachment D.**

Acknowledged. Please refer to the proposal marked, "Original."

## **Attachment E**

**As Attachment E, please provide the pricing for any one-time setup fee and software fee for bank services the City is currently using or considering as included in Appendices 1 and 2.**

Wells Fargo is offering a \$10,000 credit to be utilized toward implementation and setup fees for the implementation of new services during the first two years of the new banking services contract.

We have provided pricing within Tab 2 Cost Proposal.

## Attachment F

**As Attachment F, please provide bank benefits that would be available to City employees, i.e., free checking, discounted loans, traveler's checks, etc.**

Wells Fargo is pleased to offer the City our Wells Fargo At Work<sup>SM</sup> program. This employee benefits program is available exclusively for business customers of Wells Fargo at no cost to the City.

Our program provides a wide-array of financial offers, including preferred benefits and discounts on a variety of deposit, credit, mortgage, and other services. Educational seminars and tools are also available to support the financial well-being of your employees.

### For the City

Offered at no cost to the City, the *Wells Fargo At Work* program benefits you by:

- Enhancing your benefit program, providing an additional recruitment and retention tool
- Encouraging employee direct deposit, which can make payroll easier and less costly
- Supporting you with customized marketing support, including brochures, flyers, payroll stuffers, and more

Your dedicated *Wells Fargo At Work* relationship manager helps implement the program, and serves as a single point of contact for the City and your employees (where available).

### For your employees

The *Wells Fargo At Work* program offers a valuable package<sup>1</sup> of accounts and services designed to fit your employees' financial needs, including (but not limited to):

- An interest-earning checking account<sup>2</sup> with many ways to avoid the monthly service fee – including direct deposit of their salaries<sup>3</sup>
- Discounts on personal check orders
- No-fee cashier's checks and personal money orders
- Benefits on mortgages<sup>4</sup>, loans, and lines of credit<sup>5</sup>
- A free thank you gift of their choice after closing a qualified home purchase or refinance loan<sup>6</sup>
- Transfer fee discounts on Wells Fargo ExpressSend<sup>®</sup> service<sup>7</sup>
- Free access to Wells Fargo Online<sup>®</sup> with Bill Pay
- Convenient access to other Wells Fargo banking accounts and services, including Wells Fargo Insurance for auto, home, life, and renters insurance, along with identity theft protection plans\*
- Convenient 24 hours a day, seven days a week access to their money – wherever they work or live – through nearly 6,200 banking locations and

more than 12,000 Wells Fargo ATMs nationwide, plus Wells Fargo Phone Bank<sup>SM</sup> and Wells Fargo Mobile<sup>®</sup> Banking<sup>8</sup>

### Financial education

Hands on Banking<sup>®</sup> ([handsonbanking.org](http://handsonbanking.org)) is an interactive website with smart account management tools and expert guidance that gives your employees the knowledge and skills to manage their money to its best advantage.

Online money management tools help them track spending, create a budget, establish savings goals, and monitor their progress. They can also attend complimentary on-site financial seminars conducted by Wells Fargo on various topics including savings, credit, identity theft, and more (where available and with the Authority's permission).

1. The *Wells Fargo At Work* packages consist of a qualifying checking account plus three additional qualifying linked accounts or services.
2. Interest earned on the entire daily collected balance on days that the balance is \$500 or more.
3. Account must meet both account-level and package-level requirements to have the monthly service fee waived. A qualifying direct deposit is a direct deposit of your salary, pension, Social Security, or other regular monthly income electronically deposited to your Wells Fargo checking account by your employer or an outside agency. Transfers from one account to another, or deposits made at a banking location or ATM, do not qualify as a direct deposit. The amount of a qualifying direct deposit may vary by region. Talk to a banker for more details.
4. Home loans are subject to credit qualification and are originated by Wells Fargo Home Mortgage<sup>®</sup>, a division of Wells Fargo Bank, N.A. Products are not available in all states and are subject to change without notice. You cannot combine these promotions or discounts with other Wells Fargo promotions or discounts.
5. All loans and lines of credit are subject to credit approval, verification, and collateral evaluation. Products are not available in all states. Certain restrictions apply. Programs, rates, terms, and conditions are subject to change without notice. Home equity loans and lines of credit are available through Wells Fargo Home Equity Group, a division of Wells Fargo Bank, N.A.
6. To be eligible for this promotion, you must close on a new purchase or refinance loan secured by a first mortgage or deed of trust through a *Wells Fargo Home Mortgage* eligible program, subject to availability. This promotion cannot be combined with the benefits of The Relocation Mortgage Program<sup>®</sup>, Wells Fargo Three-Step Refinance System<sup>®</sup>, or any other program or promotion. Not available on assumption or modification loans, loans originated through brokers, joint ventures or other third parties, home equity loans, or home equity lines of credit. This promotion is subject to change, or may be withdrawn at any time without notice, and is administered by a third-party vendor, not affiliated with *Wells Fargo Home Mortgage*. A gift list can be obtained by calling 800-875-0190 and referencing promotion code GIFTSELECT. Once redeemed, the gift promotion may be reported to the IRS on a Form 1099-MISC. Please consult your tax advisor regarding your individual tax implications. Contact your home mortgage consultant for additional details, including current availability, terms, and conditions.
7. Talk to a banker today for more details on the discounts and qualification requirements.
8. Message and data rates may apply.

\*Investment, insurance, and identity theft protection plan products:  
• NOT FDIC Insured • NO Bank Guarantee • MAY Lose Value

\*Wells Fargo Insurance, Inc. is a licensed agency that represents – and is compensated by – the insurer based on the amount of insurance sold.

\*Identity theft protection plans are offered by Wells Fargo Bank.

The information contained is subject to change. Certain products may not be available in all states.

Please see the applicable account agreements for the current terms and conditions.

Deposit and credit products offered by Wells Fargo Bank, N.A. Member FDIC. NMLSR ID 399801.

## Attachment G

**The City is interested in an ACH vendor payment program. Depository enrolls vendors in the program to receive electronic payments from the City. The Depository provides web services for vendors to download the electronic payments. As Attachment G please confirm the capability of your bank to provide this service, the options available, and the pricing, and include the following:**

Our Supplier Onboarding & Analysis service analyzes your current supplier relationships to provide you with in-depth recommendations for credit card and ACH payment processing.

The analysis establishes break-even points for each of your suppliers based on the financial impact on your terms and early pay discounts, the City's short term borrowing rate, and your revenue share percentage.

You will receive a specialized master vendor file template to complete with the name and address of each vendor. After completing the analysis, we provide you with the results and recommend an optimal payment mix of credit card and ACH payments for your business.

After you complete the master vendor file, we first identify your suppliers who currently process card and ACH payments from other customers. We prioritize these acceptors, as our goal is to reach out and onboard suppliers as quickly as possible.

### AP Control through Payment Manager

With our Commercial Card Expense Reporting AP Control service the City can make accounts payables payments with single-use virtual card numbers. Because your vendor never has access to your WellsOne® Commercial Card account number, the City has an added level of security and control when making payment by card. Our Supplier Analysis & Onboarding service can help the City analyze your current vendor list and develop a strategy to enroll suppliers to accept card payments. Your suppliers get full support from our supplier enablement team and you get the convenience of paying your vendors by card.

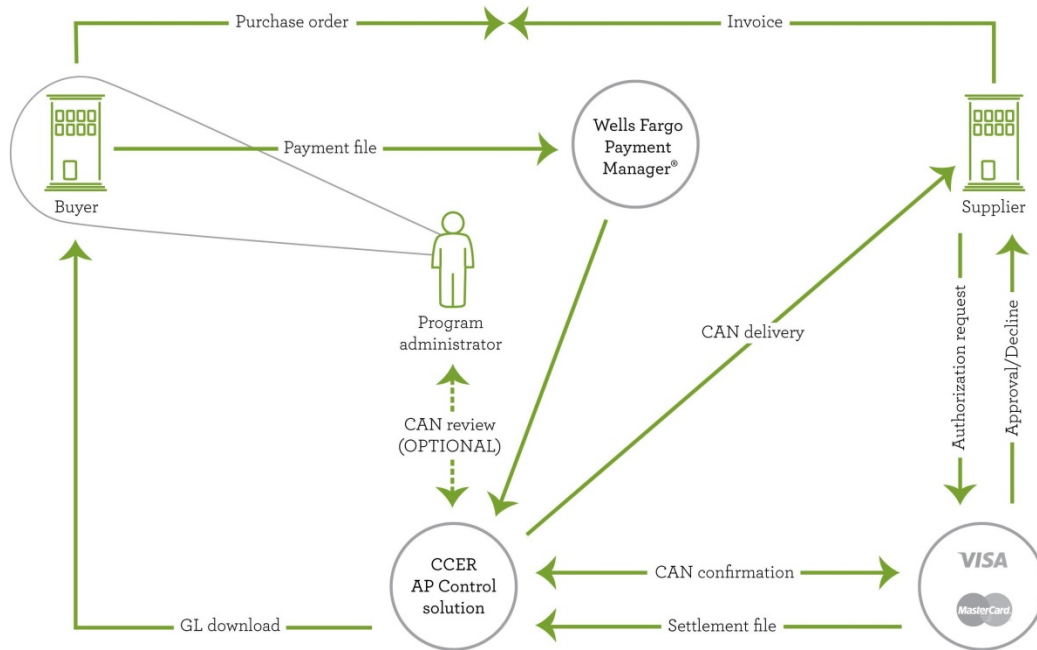
#### How it works:

Our Commercial Card Expense Reporting AP Control solution can be used to make accounts payable invoice payments with the following steps:

1. You set the parameters for each payment, allowing only a specific dollar amount and time frame that they must process the payment within.
2. When you authorize a payment, the service assigns a single-use account number to that payment.
3. A secure email is generated and delivered to your vendor from the system with that single-use account number and the transaction details.
4. Your vendor processes the card payment from the email information in the same way as their other card processing.

The single-use solution maintains your unique payment identification information and provides status updates within the application, allowing you to track and reconcile your payments easily.

An electronic transaction detail file is also available so you can close transactions within your back-end applications, and you gain access to all settled transactions through your *WellsOne* Commercial Card reporting application. The workflow below describes how this service works:



Our Commercial Card Expense Reporting AP Control tool is fully integrated into our treasury management accounts payable solution through the Payment Manager® service, which lets the City send one electronic file with multiple payment types and remittance information directly from your treasury workstation, ERP, or accounts payables system to Wells Fargo.

We accept most file formats and offer several file transmission protocols. Files are processed as follows:

- Wells Fargo separates payments by type and processes them accordingly.
- Payments flagged as commercial card are routed automatically through our Commercial Card Expense Reporting AP Control service.
- For any other payment types included in the file, we generate payments and send remittance data based on your instructions.

### Payment notifications

We have the following remittance and notification options when making commercial card or ACH payments.

## Commercial card

### Notification

After you authorize a payment, our system sends a secure email containing the payment information to your supplier. To access secure emails, recipients must sign on with their payee information.

### System and remittance access

During enrollment, the City will set up sign-on information for each supplier. If a supplier is unable to successfully complete the fields you set up for them, they will contact the City for assistance.

After signing on, suppliers can view remittance instructions and download them in PDF or CSV format. Transaction information includes invoice number, purchase order number, description, invoice amount, discount amount, and net amount.

The following are some sample sign on and instruction screens.

Remittance — Sign On	
Enter your information, and click <b>Sign On</b> . If you cannot access your information, contact the company listed in the email you received	
<b>* All fields on this page are required.</b>	
Payee ID:	<input type="text"/>
Payee Invoice Reference:	<input type="text"/>
Zip Code (5 digits):	<input type="text"/>
<b>Sign On</b>	



Remittance Instructions						
To collect payment for the invoices below, process the Control Account Number for the Authorized Amount of the payment. If you do not enter the exact authorized amount, the transaction will be declined. For information, contact the company's accounts payable agent.						
<a href="#">Download</a>						
<b>Authorizing Agent</b>						
Accounts Payable Agent:	Sandra Smith					
Contact Phone:	(800) 555-1212					
Company:	ABC Demo Company					
<b>Payment Information</b>						
Payee Name:	Computer Store					
Control Account Number (CAN):	4444-5555-6666-7777					
Authorized Amount:	100.00 USD					
Expiration Date:	08/xx					
Validation Code:	909					
Payer Address:	3456 Maple Street Anytown, MN 55555					
Authorized Period:	08/08/20xx through 08/15/20xx					
Paid By ▲	Invoice Number	P.O. Number	Description	Invoice Amount	Discount Amount	Net Amount
1 Computer Store	0234567890	0123456789	Computer supplies	100.00 USD	0.00 USD	100.00 USD

Once the City's vendor list has been completely vetted for card acceptors, we then focus on enrolling the City's remaining vendors to accept ACH payments.

## ACH

You'll include remittance or addenda information in the payment file that you send to Wells Fargo, and we'll forward it to your suppliers using the appropriate channel.

### Electronic format

Remittances are available in a variety of formats, including PDF and HTML.

### Human-readable format

Suppliers can receive data by email, secure email, fax, or mail. They can also access it online through our Document Retrieval service.

- **Does the Depository utilize a third-party processor?**

### Commercial card

Wells Fargo uses Total System Services, Inc. (TSYS) as our transaction processing partner for credit card transactions.

We do not use any third parties for program support or customer service. Wells Fargo commits our own full-time resources to work with the City from development through ongoing program operation. All of our customer service and systems support is provided in house through our Business Purchasing

Service Center. We also do not outsource design, implementation, or training. Development and maintenance of the software applications that support the program are managed directly by Wells Fargo.

### ACH payments

While Wells Fargo owns and operates all of our core ACH systems and services, our online ACH service was vendor-developed by ACI Worldwide, Inc. We have worked with ACI since 2005.

Metavante, a third-party vendor, supports our cash concentration and deposit reporting service.

Wells Fargo has been with Metavante since 1998 and has offered our Cash Concentration and Automated Cash Concentration services for more than 30 years.

We don't anticipate any changes to the relationships.

- **What, if any, information is available online? When? Describe data download and integration capabilities. Describe reporting capabilities.**

### AP Control reporting

Reporting on payments routed through AP Control is available through our Commercial Card Expense Reporting (CCER) application 24 hours a day, 7 days a week.

The following standard reports are available.

Report name	Description
AP Download	Contains all AP Control transactional data by date range
AP CAN Exception report	Contains single-use account number (CAN) exception items from AP Control payments
AP Settlement report	Contains all settled AP Control transactions from the billing period for easy, automated reconciliation within your ERP system
AP Remove Batch	Used to provide audit trail when a batch of payments or individual payments are removed or cancelled

In addition to the standard reports, you can instantly create custom reports or query any of the 70+ fields of transaction information available.

### Payment Manager reporting

The City can obtain detailed transaction information on ACH payments included in your *Payment Manager* files using the same information reporting services as for similar items submitted through other channels. Wells Fargo offers a variety of reports for ACH activity. Items initiated through the *Payment Manager* service are included on those reports. You can obtain most reports electronically through our *CEO* portal or by using another Wells Fargo information reporting tool.

## Reconciliation management

AP Control increases your security and control over payments by using single-use account numbers for each payment, rather than assigning a fixed card number to each supplier. You can also set up several authorization parameters, including a date range that the single-use account number is valid, a valid merchant category code, and an exact payment amount. Unlike the capabilities supported by most other providers, this approach is purposefully designed to make reconciliation completely automated not only because of the exact payment parameters, but also because the single-use account number can only be reconciled against that payment.

After a payment is routed through AP Control, an electronic remittance detail file is available so you can close transactions within your back-end applications, and you gain access to all settled transactions through the Commercial Card Expense Reporting application.

At any time, you can download an AP Settlement report, which contains all settled AP Control transactions from the billing period for easy, automated reconciliation within your ERP system.

### ▪ **What client support is available? How is it provided?**

## Implementation

Prior to your commercial card implementation, your Wells Fargo relationship team will gather information to satisfy credit, legal, and regulatory requirements for the service. We will also work with you to collect signatures for the required agreements. The lead time for this information gathering is typically one to three weeks.

During implementation, your assigned Wells Fargo commercial card implementation coordinator will gather additional details for your program and cardholders, coordinate any necessary technical resources, and develop a training plan for your program administrators.

Your commercial card implementation is completed within three to six weeks, depending on a number of factors, including any transmission testing. We have provided an implementation overview as an attachment. After your service is implemented, you will partner with your commercial card account manager to develop your program rollout and training for cardholders and approvers. Your dedicated commercial card account manager will continue to work with the City for the life of the program.

We recognize that the implementation phase is one of the most critical, so we focus on ensuring that it proceeds smoothly. Experienced members of our commercial card team lead the City through the design, installation, and rollout of your new program, and we support user training with a variety of resources and materials.

Our consultants provide full technical support to the City by collaborating with your technical team to create the interface between your accounting systems and our online application. We help to achieve seamless delivery of transaction data and current general ledger validation routines.

### Training for program administrators

We recommend including the City's staff members who will use AP Control and *Payment Manager* on a day-to-day basis as members of your implementation project team. Our project manager, representatives from our product management and technical specialist groups, and our Electronic Commerce Services technical team will lead them through the processes in AP Control and *Payment Manager* and will work closely with them throughout the course of the project. At the end of that time, which is usually four to seven weeks, your employees should feel confident with AP Control and *Payment Manager*.

We teach your program administrators to master the Commercial Card Expense Reporting application using the following four-stage, in-depth training approach:

- Phase 1 concentrates on building the basic parameters of our system configured to your needs. For instance, you decide what custom codes you would like to append to transactions, such as cost center, project code, employee number, and anything else relevant to your general ledger and reporting requirements.
- Phase 2 drills down to the details of our system. We will instruct your staff on establishing cycle times and other aspects of operations.
- Phase 3 helps your program administrators successfully extract a general ledger export file from the system after AP Control setup has been completed and one statement cycle has been finalized.
- Phase 4 helps ensure your program administrators are confident with AP Control. We follow up three months after Phase 3 to review the reconciliation process, report generation, and any other aspects that your staff may have questions about.

We support both initial and ongoing training efforts with a variety of educational materials, including a comprehensive user guide, quick reference cards, and a user training presentation in PowerPoint. We will collaborate with your program administrators to customize these materials to the City's particular policies, procedures, and culture.

### Trainings for vendors

The City's vendors will not likely require significant training in order to begin accepting payments through AP Control or *Payment Manager*. From the vendor's perspective, our single-use account numbers look exactly the same as standard commercial card account numbers, so there is no change to their point-of-sale processes when confronted with a single-use account number.

During our vendor enrollment and conversion efforts, we will describe the AP Control process, its benefits, and how the transactions will be settled. Following acceptance, the vendor is sent a quick reference guide describing the process in more detail. If additional clarification is requested following a vendor's card acceptance, the supplier enablement team is available to answer questions.

- **Discuss settlement and corporate liability terms. Include information on Depository support for the program, the Depository's experience, settlement terms on payment, security procedures, and license requirements.**

### **Settlement terms**

We offer a corporate liability program rather than an individual liability one.

During implementation, your Wells Fargo relationship team will work with the City to establish the credit limit for your entire organization. We'll also help you determine your payment cycle.

Our normal billing cycle is monthly, but we can bill you weekly or twice monthly with flexible end dates. Statement cycles can accommodate variable fiscal periods, so the City can determine the specific time of the week or month to pay. You will select your billing cycle during implementation.

Statements are available for online viewing or can be downloaded in XLS or PDF formats. Program administrators will receive an email notification that a statement is ready on the business day following the close of the cycle.

Payment terms are set at contract agreement. Shorter terms or more frequent payment schedules may positively affect your rebate schedule. Whether you prefer to maximize float or the amount of rebate you earn, we will work with you to achieve your objectives.

Wells Fargo will debit your account for payment with the frequency and cycle cutoff date you determine during implementation.

### **Corporate liability**

When you suspect fraud, employee misuse, or a lost or stolen card the most important action you can take is to contact Wells Fargo as soon as possible.

#### **Lost or stolen cards**

The City has no liability for charges made after you have properly notified Wells Fargo of a lost or stolen card or of a suspected fraudulent transaction. You are responsible for charges made up until the time you notify us.

It's important that the cardholder or your program administrator call our service center immediately once you are aware that a card is lost or stolen or when you suspect a fraudulent transaction. The program administrator must then follow up with an email to our service center.

#### **Employee misuse**

Our commercial card program includes the Liability Waiver Program, which helps protect you from employee misuse of charge privileges. \$100,000 coverage per cardholder includes the following Visa stipulations:

- The cardholder was an employee of the City
- The items or services charged did not benefit the City
- The employee was terminated and the card was cancelled before or zero to two days after termination

- The charges occurred within 75 days prior to and 14 days subsequent to termination of the employee

To ensure that you receive the full benefit of the Liability Waiver Program, your program administrator should immediately cancel the card either online or by calling our service center. If the card is cancelled online, the program administrator must still notify Wells Fargo that the card was cancelled due to the employee's termination. Your program administrator must also complete and return the Liability Waiver form.

The timeframe between the employee's termination date and the date that the card is cancelled establishes your protection period for unauthorized charges. You should emphasize with managers that they need to notify your program administrator to cancel cards before, or as soon as possible after, they terminate employees. This helps to ensure that the program administrator meets the requirements outlined above.

No fees are associated with the Liability Waiver Program. Full terms and conditions of the Liability Waiver Program can be provided upon request.

### Experience

Wells Fargo released our first automated accounts payable product, the *Payment Manager* service, in 1995. Since then, the service has grown to encompass all payment types including ACH, wire transfer, check, and *WellsOne* Commercial Card payments routed through AP Control.

We introduced the AP Control tool, which supplements the *Payment Manager* service and allows customers to automate payments using commercial cards, in early 2009.

Depending on which of the available Supplier Analysis & Onboarding services our customers choose to employ, the percentage of spend achieved can vary significantly.

Outreach to existing commercial card acceptors typically achieves a spend percentage win rate of 20-30% for all dollars spent with the suppliers that Visa indicates have accepted card in the past (typically ~50% of a vendor file targeted).

Additionally, we offer outreach to non-accepting suppliers, which allows customers to achieve significant additional spend on their programs.

Both of these services are provided free of charge for our AP Control customers, and because we use multiple outreach methods, our entire enablement campaign is normally completed within the first 12 months of a program. As needed, we also offer the ability to begin follow-up campaigns after the initial enrollment campaign is completed.

## Security

We continuously evaluate the latest technology to improve protection against unauthorized access or changes to customer data. We will meet with the City's team to discuss any questions you may have about the security controls we have in place, including, but not limited to, those described in the following paragraphs.

### Firewalls

Wells Fargo uses state-of-the-art firewall technologies. A combination of static packet filtering, dynamic stateful inspection, or proxy-based packet routing prevents unauthorized packets from entering our secure network without proper credentials.

### Data integrity

We protect your data with encryption and hash functions to ensure it is not altered or destroyed while being transported over the internet. Data is encrypted when it is sent from our processing partners to Wells Fargo, and when we send the data to you.

### Personnel security

Wells Fargo limits team member access to customer information to those who have a business reason to know the information; team members are bound to a strict code of conduct, which includes standards to protect customer confidentiality. If they fail to follow our code of conduct, they are subject to disciplinary action. In addition, we require all team members to complete annual information security awareness training.

### License requirements

We do not have any license requirements for our commercial card program.

- **Describe how vendors are enrolled.**

### Supplier analysis and onboarding

Increasing the number of suppliers you can pay by card is critical to the success of your program. Our Supplier Analysis & Onboarding program provides support with enrolling vendors that you pay directly with the card and those that you opt to pay with our electronic payables tool.

### Support for all card payment options

We designed our Supplier Analysis & Onboarding program with the understanding that no two supplier bases are the same. Your supplier enrollment team will perform a vendor match against the Visa or MasterCard database to identify which of your suppliers currently accept card payments. Our proprietary vendor analysis service then reviews each of your supplier relationships to develop a custom outreach campaign for the City. The length of a supplier enablement program is not standard, and will vary based on the number of suppliers targeted and the outreach methods used.



In addition to vendor matching and supplier analysis services, we supply support materials, including:

- Best practice and education documents
- Process descriptions
- Answers to frequently asked questions
- Templates to assist in outreach

Our direct mail printing service — which provides bulk printing and mailing — can help lower the cost of your campaign. You'll simply send us the information to be delivered to your suppliers, and we will print and mail the items for you.

### Outreach

Detailed reports of the supplier analysis results are presented by a qualified consultant who helps develop a customized outreach program for your suppliers. Your dedicated supplier enablement team begins outreach with the use of outbound calling for larger vendors, and direct mailing for smaller ones. During outreach, we ensure that vendors have full understanding of the payment collection process and we answer any questions they may have.

When developing your enrollment campaign, if we identify suppliers that do not accept card payments, we partner with a third party to offer merchant processing services to those suppliers so that they can accept your payments. Our partner will only call the non-card accepting suppliers that you have given us permission to contact.

### Training

Following acceptance, we send vendors a quick reference guide describing the payment process in detail. If a vendor needs further assistance processing payments, the supplier enablement team is available to answer questions.

### Reporting

At the end of each week of enrollment, we provide the City with a report detailing our enrollment activities for the previous week. You can use this report to make necessary changes to your master vendor file and perform any requested follow-up with vendors.

#### ▪ **What are the terms of the rebate? When is the rebate issued?**

Our program offers the City substantial opportunities for revenue sharing once certain spending thresholds are met for commercial card payments. We build our revenue share offering around three primary components: payment terms, qualified annual spend, and average transaction size.

Our assumptions in these areas are based on our current understanding of your objectives. We also consider our experiences with similar customers in our portfolio.

If the City would like us to modify some or all of our assumptions, we would be pleased to adjust our offering so that it better matches your objectives. Shorter terms (fewer days to pay) or more frequent payment (daily, weekly, or twice monthly instead of monthly) may positively affect your revenue share.



Revenue share is retroactive to dollar one when each spending level is attained. Revenue share is paid in the first quarter of the year and is determined by the total qualified annual spend for the previous calendar year. Certain terms and conditions apply to revenue sharing and you should discuss these with your Wells Fargo team.

A sample *WellsOne* Commercial Card agreement can be provided upon request.

## Attachment H

**The City is interested in providing a service to allow electronic deposits (E-checks) via a web portal that interfaces with designated accounts. As Attachment H please confirm the capability of your bank to provide this service, the options available, and the pricing.**

Wells Fargo does have the capability of providing a web portal for processing E-checks as well as credit card payments. Our EBill Express and Payment Gateway solutions combined provide a complete end-to-end solution for bill presentment and payment in a fully electronic format.

We understand the varying needs of merchants across all types of industries. That's why our authorization system supports a wide range of communication interfaces, including MPLS, VPN, satellite, dial-up, Internet, and wireless. We own and manage the end-to-end transaction delivery network, supporting more than 2.2 billion credit and debit transactions each year. With us, you authorize and settle your transactions using a comprehensive authorization system that provides a fast, reliable, and fully redundant solution for all of your electronic payment transactions.

Further, Wells Fargo Merchant Services has value added reseller (VAR) relationships with over 200 vendors providing a broad array of processing products and services to meet almost any customer's payment processing needs.

### E-Bill Express

#### Efficient handling of receivables

E-Bill Express offers online presentment of your bills, invoices, or statements in either HTML or PDF formats, providing ease-of-use and convenience for your customers. It streamlines posting and reconciliation by delivering a detailed remittance file that includes all payment transactions and uploads directly to your ERP or financial system.

#### An easy-to-install, turnkey solution

As a web-based solution, there is no expensive hardware or software investment required, and no web page development from your IT resources. Your customers can complete their entire bill-pay transaction 24 hours a day, through an easy-to-use, secure website that bears your corporate brand.

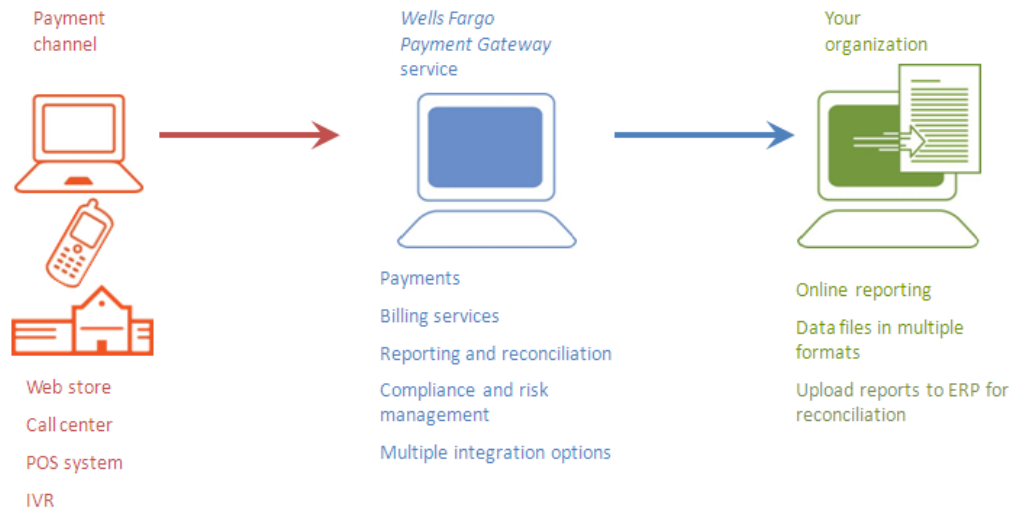
#### Configurations that suit your business needs

Choose the options such as payment channels, payment types, presentment options, telephone payments, and enrolled or one-time payments.

Your customers can choose to pay with credit or debit card, or ACH through the secure website or telephone customer service channel, or you can offer Integrated Voice Response (IVR) as a payment channel. E-Bill Express also offers email notification to view and pay new bills, and it sends email payment confirmation. Enrolled users can also view their online payment history.

## Payment Gateway Web Portal

In addition to working with existing merchant configurations, we also offer our own gateway service that can not only process online transactions, but can function as a point of sale “terminal” as well. Our Wells Fargo Payment Gateway® service is a comprehensive receivables platform solution from a trusted provider that provides a single integrated platform for credit card and eCheck (ACH) payment acceptance. Our solution is also PCI compliant.



Our *Wells Fargo Payment Gateway* service can be integrated to work with any application that supports web services. Many third parties, such as shopping carts, cashiering, and Interactive Voice Response (IVR) applications already have interfaces compatible with the *Wells Fargo Payment Gateway* service’s core technical specifications.

We’d like to discuss our gateway and how it might help you accept more card payments, create efficiencies, and save in processing fees.

## Settlement and funding

An important objective for merchant customers is to increase funds availability. By processing with Wells Fargo Merchant Services, funds are deposited to a Wells Fargo Demand Deposit Account (DDA) the next business day by 12:00 p.m. ET – for settlement files received and processed by the cutoff time. Funding to non-Wells Fargo accounts may be delayed due to ACH processing times. Settlement files can be submitted at any time during the day. Our cutoff for dial transmission, data capture solutions (POS terminals and ECR) is 2:00 a.m. ET.

Please see below for the latest time in each time zone that sales transactions can be transmitted to meet the settlement times. All platforms have been listed until further discovery determines which platform will best meet the City’s needs.

Platform	Eastern	Central	Mountain	Pacific
CardNet	2:00 a.m.	1:00 a.m.	12:00 a.m.	11:00 p.m.
PayPal PayFlow Pro on CardNet	9:00 p.m.	8:00 p.m.	7:00 p.m.	6:00 p.m.
PayPal PayFlowLink Gateway on CardNet	9:00 p.m.	8:00 p.m.	7:00 p.m.	6:00 p.m.
Nashville	2:00 a.m.	1:00 a.m.	12:00 a.m.	11:00 p.m.
PayPal PayFlow Pro on Nashville	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.
PayPal PayFlowLink Gateway on Nashville	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.
Authorize.net Gateway on Nashville	6:00 p.m.	5:00 p.m.	4:00 p.m.	3:00 p.m.
FDI Global	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.

Wells Fargo Merchant Services will also transmit settlement files to the following:

- **American Express:** We transmit all American Express files at 11:00a.m. ET daily by PCID numbered batches; all files are sent at one time during the day.
- **Discover Network:** We send files after the respective merchant's cutoff, so it depends on which cutoff each merchant is assigned. We generally send files at 5:00 a.m. and 6:00 a.m. ET daily.
- **Wells Fargo Payment Gateway service:** Transactions processed through the *Wells Fargo Payment Gateway* service and settled by 12:00 a.m. ET daily receive next business day funds availability to a Wells Fargo DDA. The electronic check (eCheck) cutoff is 5:00 p.m. ET with next business day funding.

Non-bank card funding will depend on the contractual arrangements that the City maintains with specific card issuers; we are happy to help you establish or review such arrangements.

### Implementation and customer service

With the recent economy, merchant customers like you are trying to do more with fewer resources. They're tasked every day with trying to find ways to be more efficient, while trying to control costs. Like you, they don't have the resources to allocate to researching ways to optimize operations.

That's why we have more than 750 team members across the United States to service our merchant customers. Our team members focus on the sales, implementation, and relationship management aspects of merchant services. Each team member is dedicated to understanding each merchant's unique environment and to meeting the needs of every merchant and customer.

## **Implementation**

One of the ways we help meet your needs is with a completely customized implementation process and timeline. Unlike other providers, we configure each implementation plan to the unique needs of each customer. This allows us to customize the implementation plan for the specific size, scope, and complexity that is required.

As part of our process, a dedicated implementation project manager and a dedicated wholesale implementation management team are assigned to the City to lead the enterprise-wide conversion. The implementation project manager is skilled and experienced in facilitating the transition process and works directly with you and your staff.

Based on this planning effort, we will present the City with a Statement of Work (SOW) and a mutually agreed upon timetable that satisfies all of your requirements. Please note that timelines may vary depending on the type of processing conversion, POS systems, and the method of processing communication.

This custom approach to the transition ensures that the implementation plan and schedule meet the exact needs of your organization and will ensure a smooth transition.

The wholesale implementation management team takes total ownership of the conversion throughout the implementation cycle, placing the highest priority on timeliness, accuracy, and efficiency. The implementation team will coordinate with you for all system conversions and training for both one-on-one and group sessions.

## **Customer service**

Another way we help you meet your needs, is to assign a dedicated merchant services relationship team that is responsible for providing proactive account management and superior ongoing support. Your merchant services relationship team will review Interchange qualifications and chargeback levels and provide support to your personnel on compliance related questions.

Because issues don't always arise during normal business hours, you can also obtain client services, technical support, and terminal support from Wells Fargo Merchant Services 24 hours a day, 365 days a year. Our commitment to service excellence is one of the primary reasons customers do business with us.

## **Pricing**

Like other merchant customers, controlling cost is an important initiative. Making sure you're getting a competitive rate can sometimes be a challenge. That's why Wells Fargo Merchant Services offers a low pricing structure, Interchange Plus Pricing. This pricing structure is a straight pass through of Payment Network costs plus a fee for transaction acquisition. It also makes your pricing transparent, allowing you to understand and compare rates across providers.

We would like to have further discussion with you to determine what your future goals and volumes for card acceptance may be. At that time, we will be able to provide you with a detailed merchant pricing proposal.

In the meantime, copies of the most current Payment Network fees and schedules are available at the following links:

Payment Networks Pass-Through Fees

<https://www.wellsfargo.com/biz/merchantpassthroughfees>

Payment Networks Qualification Matrix

<https://www.wellsfargo.com/biz/creditinterchangeplus>

PIN Debit Networks Fee Schedule

<https://www.wellsfargo.com/biz/merchantdebitfees>

### Why Wells Fargo

It's important for customers to know they are working with a trusted provider who has experience and knowledge in the merchant services industry. With this knowledge and experience comes a deep-rooted understanding of your challenges and needs. Many customers like you have decided to work with Wells Fargo Merchant Services just for this reason.

Wells Fargo has been processing card transactions since 1976; in 1993 Wells Fargo and First Data Merchant Services (FDMS) joined to create Wells Fargo Merchant Services, LLC (Wells Fargo Merchant Services).

We provide processing for credit and debit cards, PIN-based debit, check verification, gift cards, and other payment services for any sized business.

Today, we serve approximately 173,000 customers located in every state in the U.S. and process more than \$214 billion in credit and debit card sales volume.

Wells Fargo Merchant Services supports the following Payment Networks and PIN-based debit networks:

Payment Networks and gift card providers	
Visa, all including Check Cards	Discover® Network
MasterCard, all including Check Cards	JCB (Japanese Credit Bureau)
American Express	
PIN-based networks	
ACCEL (Northwest)	NYCE (Northeast, Mid-Atlantic, Midwest)
AFFN (National)	Pulse (Southwest)
Alaska Option (Alaska)	Shazam (Iowa)

Payment Networks and gift card providers	
Credit Union 24 (CU24) (Northeast)	StarWest (Star)
Interlink (National, West)	StarEast (Honor)
Jeanie (Midwest)	Star Northeast (MAC)
Maestro (National)	

Wells Fargo Merchant Services offers a number of advantages, including:

- Single processor solution for credit card, debit card, and check processing
- Multi and foreign currency processing for Card Not Present and Internet transactions
- Reliable network with redundant, geographically diverse processing centers designed for uninterrupted service
- Extensive and flexible electronic reporting

#### **Wells Fargo Merchant Services RFP response conditions**

The information contained herein, for Wells Fargo Merchant Services, LLC, is intended for informational purposes only and is not a binding response to the City's request for proposal for banking services. Should the City be interested in merchant processing solutions offered by Wells Fargo Merchant Services, any exceptions will be noted at that time and a separate but mutually agreed upon contract will need to be negotiated.

We are including a copy of our Program Guide which we request to become the final contract, or have incorporated into the final agreement, between the City and Wells Fargo Merchant Services, should you choose us as your merchant services provider.

Wells Fargo Merchant Services Program Guide:

[www.wellsfargo.com/downloads/pdf/biz/merchant/program\\_guide.pdf](http://www.wellsfargo.com/downloads/pdf/biz/merchant/program_guide.pdf)

## Attachment I

**The City is interested in remote check deposit for high volume locations. These deposits include both consumer and commercial checks. As Attachment I please confirm the capability of your bank to provide this service, the options available, and the pricing, and include the following:**

Wells Fargo offers two types of electronic deposit services. Desktop Deposit and Wells Fargo Electronic Deposit (WFED). Both services are described in detail below. Pricing is provided within Tab 2, Cost Proposal Page.

**What are the Depository's current capabilities in remote check deposit? Describe how checks are processed and cleared. Please state the cutoff time for same-day ledger credit.**

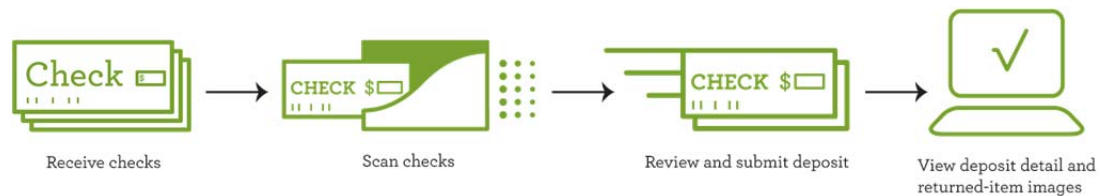
You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. You'll also have an extended deposit deadline for same-day ledger credit of 10:00 p.m. ET.

### Desktop Deposit - How it works

Using a check scanner and a computer with internet access, scan the checks you're depositing. Next, confirm the dollar amounts and verify that the deposit balances. Then, a simple click submits your deposit to Wells Fargo.

You'll receive an immediate confirmation on your screen. You can also choose to receive a deposit confirmation notice by email, fax, text message (or all three if you choose).

The following diagram shows the remote deposit process flow.



### Mobile deposit<sup>1</sup>

You can capture images and deposit<sup>1</sup> funds to your Wells Fargo account with the camera of an iPhone<sup>2</sup>, iPad<sup>2</sup>, or Android<sup>3</sup>. Mobile users, such as on-the-road personnel, can accept customer checks or money orders and deposit them immediately.

<sup>1</sup>One check per deposit.

<sup>2</sup>Requires an iPhone or iPad, running iOS version 5.1 or above.

<sup>3</sup>Requires an Android OS 4.0 or higher when downloaded from Google Play.

**Is a daily balancing report produced? Provide a sample.**

Yes. The City can generate online deposit reports or receive a deposit detail transmission. Both options are described below.



## Online

You generate deposit reports based on criteria you select. The reports can include one or more accounts or locations, and can be filtered further depending on the options you choose.


## Deposit

This summary report contains information about deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.

	03/07/2013 03:53 PM PST User Name: Henry Wells	Deposit Report	
	Commercial Electronic Office®	Desktop Deposit	
Effective Date: 01/04/20XX		Deposit Name: -	Deposit Amount: \$ 438.00
Confirmation Number:	130104100607327	Deposited By:	Henry Wells
Bag Number:	-	Deposit Status:	Deposit Complete
No of Items:	7	Submission Date/Time:	01/04/2013 09:59:50 AM
Created By:	Henry Wells	Location ID:	192848576
Deposit Account:	123456789012	Location Name:	Spain
<hr/>			
Total for Submission Date 01/04/2013 and Location ID 192848576: \$ 438.00			

## Deposit with item details


This report is available in HTML, PDF, CSV, and Excel formats\* and contains general deposit information and item details for deposits completed within the past 90 days. The HTML format includes links to display item images.

	02/16/2005 01:58 PM PST		Deposit Report with Item Details			
	User Name: Henry Wells					
	Commercial Electronic Office®		Desktop Deposit			
Effective Date: -		Deposit Name: Maggy's Deposit		Deposit Amount: \$ 1,421.53		
Confirmation Number: 4328271		Deposited By: Maggy Smith				
Bag Number: 111-111		Deposit Status: Deposit Complete				
No. of Items: 4		Submission Date : 09/06/0000 10:45 PM				
Created By: Maggy Smith		Location ID:				
Deposit Account: 123456789 (store #3)		Location Name:				
Item ID	Item Type	Check Account	RTN	Check No./Aux-On-Us	Status	Item Amount
81216171	Check	253298709	091000019	000290	Deposit Complete	\$ 249.00
81216172	Check	4945063915	121000248	000221	Deposit Complete	\$ 900.00
81216173	Check	4010004646	121000248	000204	Deposit Complete	\$ 125.00
81216174	Check	2529833838	091000019	000219	Deposit Complete	\$ 147.53
Effective Date: -		Deposit Name: -		Deposit Amount: \$ 0.00		
Confirmation Number: -		Deposited By: -				
Bag Number: 111-222		Deposit Status: Deleted				
No. of Items: 0		Submission Date : -				
Created By: Sue Lau		Location ID:				
Deposit Account: 4123456789		Location Name:				
Item ID	Item Type	Check Account	RTN	Check No./Aux-On-Us	Status	Item Amount
021105100011494	Check	0031590813	121042882	002055	Deleted	\$ 10.00
Total for 09/06/0000: \$ 1,421.53						

\*CSV and Excel formats contain keyed discretionary data.

### Express with images

This quick version of the Deposit report includes detail information and images for each item (up to 1,000) for deposits completed within the past 90 days. For check only deposits, you can choose to include up to eight images per page. For deposits with coupons or invoices, one image per page is displayed. This report is available in PDF format only.



10/18/0000 12:14 PM PDT

User Name: Bill Smith

Express Report with All Item Images

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Commercial Electronic Office®

Desktop Deposit

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Effective Date: 07/31/0000	Deposit Name: -	Deposit Amount: \$ 1,421.53
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Confirmation Number: 0000000000000000 Bag Number: - No of Items: 4 Created By: Bill Smith Deposit Account: 222222(000000000-WIDGETS INC.)	Deposited By: Bill Smith Deposit Status: Deposit Complete Submission Date: 10/17/0000 01:59:08 PM Location ID: - Location Name: -
---	---

---

Item ID	Item Type	Check Account Number	RTN	Check No./ Aux-On-Us	Item Status	Item Amount
81218171	Check	2532987092	091000019	000250	Deposit Complete	\$ 249.00
81218172	Check	4945063915	121000248	000249	Deposit Complete	\$ 900.00
81218173	Check	4010004646	121000248	000250	Deposit Complete	\$ 125.00
81218174	Check	2529833838	091000019	000240	Deposit Complete	\$ 147.53

---

THIS WARNING BAR MUST HAVE A GRAY BACKGROUND WHICH FADES TEMPORARILY WHEN WARNED BY TOUCH OR FRICTION. ADDITIONAL SECURITY FEATURES ARE LISTED ON THE BACK.

**WELLS FARGO TEST CHECK**  
 CONSUMER #2  
 MAC# A0120-012  
 420 MONTGOMERY ST.  
 SAN FRANCISCO, CA 94104

PAY TO THE ORDER OF MIKE PATTON

TWO HUNDRED FORTY NINE DOLLARS AND 00/100 DOLLARS

000250

DATE 10/12/0000 17-001 970

\$ 249.00

WELLS FARGO BANK MINNESOTA, N.A.

MEMO \_\_\_\_\_

⑈000250⑈ ⑆091000019⑆ 2532987092⑈

### Transmission

If you want to receive an electronic file for posting your receivables, we offer a deposit detail transmission that can include data from your remittance coupons in addition to check detail.

**What scanner equipment is required to operate the system? Is this equipment available through the Depository on a purchase or lease basis? Please list the equipment required along with its cost.**

The following table shows the price schedule for the scanner equipment used for remote deposit service. The prices listed are good through December 31, 2014. The equipment is available for purchase.

Scanner (purchased)	Warranty	Charge basis	Price*	Suggested daily check volume

Scanner (purchased)	Warranty	Charge basis	Price*	Suggested daily check volume
Digital Check CheXpress CX30 — single feed	12 month 24 month	per unit per unit	\$468.00 \$505.00	Fewer than 20 per day
Digital Check TS240-50 — 50 documents per minute	12 month 24 month	per unit per unit	\$699.00 \$749.00	Fewer than 100 per day
Digital Check TS240-75 — 75 documents per minute	12 month 24 month	per unit per unit	\$799.00 \$849.00	Fewer than 200 per day
Digital Check TS240-100 — 100 documents per minute	12 month 24 month	per unit per unit	\$928.00 \$978.00	Fewer than 300 per day
Panini i:Deal — single feed	12 month 24 month	per unit per unit	\$496.00 \$534.00	Fewer than 20 per day
Panini Vision X 50 — 50 documents per minute	12 month 24 month	per unit per unit	\$740.00 \$790.00	Fewer than 100 per day
Panini Vision X 75 — 75 documents per minute	12 month 24 month	per unit per unit	\$803.00 \$853.00	Fewer than 200 per day
Panini Vision X 60 AGP — 60 documents per minute — Advanced graphic printer	12 month 24 month	per unit per unit	\$1,105.00 \$1,155.00	Fewer than 150 per day
Canon CR 190i — 190 documents per minute Allow five to seven extra business days for delivery.	12 month 24 month	per unit per unit	\$2,508.00 \$2,867.00	More than 500 per day

12-month extended warranty (purchased at expiration)	Charge basis	Price*
Digital Check CX 30 single feed	per unit	\$81.00
Digital Check TS240	per unit	\$100.00
Panini i:Deal	per unit	\$81.00
Panini Vision X batch scanners	per unit	\$100.00

Speed upgrade	Charge basis	Price*
Panini Vision X 50 to 75	per unit	\$263.00

Maintenance	Charge basis	Price*
Cleaning		

Maintenance	Charge basis	Price*
Includes removal of loose dirt and debris, complete cleaning of the magnetic head, and cleaning of all rubber roller surfaces	per unit	\$50.00
<b>Checkout</b> Includes evaluation and testing of unit/parts to specified standards (only applies if no problem is found)	per unit	\$50.00
<b>Preventive maintenance</b> Includes a standard cleaning as defined above plus replacement of all O-rings and the drive belt	per unit	\$150.00
<b>Expedite</b> One day turnaround on warranty or service procedures	per unit	\$50.00
<b>Expedite</b> Same day turnaround on warranty or service procedures	per unit	\$100.00
<b>Repairs</b> Not covered under warranty	per hour plus parts	\$150.00
<b>Repairs</b> Not covered under warranty	Flat rate covers all work (except camera or motherboard)	\$167.00

Supplies	Charge basis	Price*
<b>Ink cartridge for Digital Check</b>	per cartridge	\$21.99
<b>Franker for Panini i:Deal</b>	per franker	\$21.99
<b>Ink cartridge for Panini Vision X – HP C6602A</b>	per cartridge	\$21.99
<b>3-pack ink cartridge for Panini or Digital Check</b>	per 3-pack of cartridges	\$58.00
<b>Check retention bags</b>	per 100 bags	\$23.19
<b>Replacement box with inserts (CX30)</b>	per kit	\$18.00
<b>Replacement box with inserts (TS240)</b>	per kit	\$22.85
<b>Replacement box with inserts (Panini)</b>	per kit	\$35.24
<b>Cleaning kit for Digital Check</b>	per kit	\$34.90
<b>Cleaning kit for Digital Check (small)</b>	per kit	\$9.95
<b>Cleaning kit for Panini</b>	per kit	\$41.99
<b>Cleaning kit for Canon</b>	per kit	\$20.49
<b>Cleaning swabs for Digital Check</b>	per pack	\$6.95

Other	Charge basis	Price*
Billing adjustments	per occasion	\$15.00
Restocking Canceled orders (unopened units only)	per unit	\$75.00

\*Prices listed are base prices, subject to change without notice, and do not include shipping, handling, or tax.

## Electronic Deposit (WFED) service:

The WFED service is completely customizable and scalable and fits easily into your existing business model. When you utilize the Wells Fargo Commercial Electronic Office® (CEO®) portal, the City will have an unmatched end-to-end depository solution for accessing all deposit information.

WFED File Receipt Confirmation is available through our CEO® Event Messaging complements of the WFED service by providing the City with prompt notification (by email, FAX or SMS) when the deposit file has been received by the Bank. Further detail and confirmation of final deposit posting and adjustments are available through other CEO Treasury Information Reporting (TIR) reports.

### Benefits for the City:

- **Reduced costs and trips to the bank.** Making deposits from your place of business will help reduce the employee trips to the bank, courier pickups, and insurance fees.
- **Integration of your payment processing system.** Since WFED service only requires a properly formatted input file to be transmitted to Wells Fargo, the front-end payment processing architecture is flexible. Various check imaging solutions can be integrated by the customer or their vendor into their payment receiving and posting systems and operations, including remittance processing or point-of-sale capture.
- **Reduce fraud, improved collections, and decreased chargebacks.** Over time, checks will clear faster in a Check 21 environment, which enables the City to act on returned items more quickly. The Returned Item Image service on the *CEO* portal allows the City to strategically redeposit returns on the 1st or 15th day of the month, enter names into negative databases, or deliver items to their collection agency.
- **ACH Check Conversion.** With Wells Fargo's proprietary Smart Decision® service, we will convert any of the City's eligible checks to ACH, Accounts Receivable Check (ARC) or Back Office Conversion (BOC) debits. Simply notify your customers through a posted or mailed notice, and we'll use our industry-leading decision engine to identify eligible items and do the ACH conversion for the City's automatically. The City will see one deposit credit for all items in their deposit, and have access to integrated deposit detail and returned item reports on the *CEO* portal.

## Attachment J

**The City is considering a controlled disbursement account for vendor payments. As Attachment J, please confirm the capability of your bank to provide this service, the options available, and the pricing.**

The City has the option of using a controlled disbursement account both for checks and for originated and received ACH transactions (*vendor payments*). Having one account for both check and electronic disbursements reduces costs, simplifies funding, and improves reconciliation efficiency.

This service will optimize your disbursement cash flow by writing checks drawn on a unique routing transit number (RTN).

With Controlled Disbursement, the bank provides early morning notification of the dollar amount of checks that will clear against the City's Controlled Disbursement account that night.

One of the principal advantages of a Controlled Disbursement account is it will allow the City to calculate its daily cash position early enough to take advantage of better market rates for investing or borrowing.

The value of the Controlled Disbursement product lies in the ability to receive or access information quickly and easily, increasing their control over their daily cash flow. Controlled Disbursement is widely recognized as an excellent tool to help businesses identify and utilize excess funds to generate maximum return, providing customers with the ability to make effective treasury management decisions and dedicate more time to their businesses.

Notification of your daily clearings includes both check and ACH debits\* as a net presentment total; it does not list checks and ACH debits separately.

However, if we receive ACH debits after the presentment deadline, the information is not included in the notification; we will integrate ACH totals only when ACH debits are received prior to the presentment deadline:

- If we receive ACH debits prior to our second presentment processing time (10:00 a.m. ET), we include them in the funding totals.
- If we receive ACH debits after the cutoff time, you can find your ACH transactions and total clearings in online reports.

To avoid overdrafts, we recommend that you use the intraday ACH reports to view ACH activity that is not included in your final controlled disbursement funding notification.

\*We do not report returns and same-day ACH received items in your controlled disbursement totals.

*Pricing is provided within Tab 2 Cost Proposal.*

## Attachment K

**The City may want the option of the second presentment of NSF checks to be made by ACH to targeted dates for maximum collecting potential. As Attachment K, please confirm the capability of your bank to provide this service and these services:**

**Is the Depository currently using ACH for collection of NSF checks? How long has the Depository been providing this service? Provide two comparable references with contact information.**

You can establish special processing instructions\* to tailor the redeposit service to meet your needs. Examples of special instructions include redepositing items within a dollar range you establish and scheduling redeposits for a specific day of the week or month.

\*Additional fees may apply.

### Copies of redeposited items

We can provide the depositing location or central office images of redeposited return items online or by image transmission the next business day after being returned.

If the City does not use one of our image services, you can call Treasury Management Client Services and request that a copy of a redeposited item be mailed or emailed to you.

### Re-presented check service (ACH)

We've been providing ACH services since the mid-1970's and began offering our electronic returns (RCK) service in 2000.

We offer a re-presented check service (RCK) that provides a highly automated process for electronically re-presenting checks returned for NSF or UCF. Our Electronic Returns service converts your returned check to an electronic ACH debit. This not only increases the collection rate but also allows you to collect the funds more quickly.

### Eligible checks

Per NACHA operating rules, to be eligible for check conversion, the check must:

- Contain a pre-printed serial number
- Not contain an auxiliary on-us field in the MICR line
- Be in an amount of \$2,500 or less
- Be completed and signed by the customer

### Notice requirements

You must provide standard notification to customers at registers or on mailed invoices. We include sample language below.



In the event that your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically. If in the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

### Number of presentments

You can re-present items twice instead of the standard one time associated with a paper check. A second re-presentation gives you an additional chance to collect on returned checks, and helps increase your collection rates.

Alternative re-presentation options are available. Options include:

- One re-presentation instead of two
- Timed re-presentments such as a specific day of the week, 15th day of the month, or last day of the month

### Return of entries

We process eligible returned entries according to your re-presentation instructions. We debit your account for final returns and offer reporting of the return item details through our standard returned item reporting options.

In compliance with NACHA rules, we retain images of checks that have been converted into electronic return entries for seven years from the settlement date.

### Online images

Images of returned items and detailed returned item information are available the next business day after being returned and can be viewed for up to 180 days.

*A list of references are included within Tab 8 references in this response.*

### **How are the NSF and the later ACH matched/reconciled? Does the Depository system cross-reference the two transactions in any way?**

Our sophisticated ACH system includes advanced return processing options that dramatically speed and simplify the handling of ACH returned entries and notifications of change.

### ACH returns

Our ACH system automatically matches each returned entry to the origination entry with a match rate of more than 99%. For transactions that the system does not match to an origination entry, an ACH operator manually reviews the return and, where possible, matches it with the correct entry.

We can redeposit ACH debits returned for nonsufficient or uncollected funds once or twice — depending on the option you select. You can also choose to have items redeposited based on a particular dollar range.

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

### **Notifications of change**

The City can use our optional notification of change updating process for your ACH transactions. With our *Perfect NOC*® service, we maintain a database of information from all NOCs and make the necessary corrections to the transactions you originate before sending them through the ACH system.

When you originate an ACH debit, we compare the receiver's routing or transit number and account number to our database and make any corrections based on previous NOCs sent to you or other Wells Fargo ACH originators.

When you originate an ACH credit, we make corrections based only on NOCs sent to you.

If you choose not to use the *Perfect NOC* service, we will notify you of all NOCs through the reporting option you select. You are required to make the changes within six banking days of receiving the NOC or before initiating another entry to the receiver, whichever is later.

### **Reporting options**

You can access return and notification of change information online, by file transmission, or by fax. With transmission, we send your original transaction with the return information, enabling you to automatically post any returns to your receivables system.

### **Matching:**

With an ACH Transaction, the Bank will match the return to the original transaction based on the trace number the ACH system assigns to the original transaction (and which is sent back on the return item). If the return doesn't match the original, we will automatically dishonor it. We will check the return to make sure it:

- When it is not a duplicate return
- When it is not a debit returns when the original item was a credit
- When it is not returned with reason codes that don't apply to the original type of transaction
- When it does not contain information that doesn't match the original item

## Is the NSF information, image, or occurrence available online? When and how? How long is it available online?

Yes. Images of returned items are available online the next business day after being returned and are available for up to 180 days. If you enroll in our Returned Item Decisioning service, you can view images of returned items the same day Wells Fargo receives them.

Your system administrator can assign user authorizations to restrict access by account number. Therefore, to restrict access by location would require that each location have a separate account or subaccount (if you use our subaccounting service).

Authorized users can receive an email notification when we process returned items or when items are available for decisioning. The email prompts a user to sign on to the system and then view or decision returned items.

Below is a screen shot of our returned items image viewer.

### Returned items image viewer

Item Details			
Deposit Account Number:	401xxxxx85	Return Date:	06/01/2006
Location Number:	N/A	Return Reason (Code):	NSF 1st Time
Check Amount:	\$989.70	Maker Account Number:	985xxxxx59
Check/Serial Number:	120	Disposition:	Reclear
Original Deposit Date:	05/24/2006	Chargeback Account Number:	
Original Deposit Amount:	\$7,800.00		

## Can the City specify any target pay day(s)?

We can redeposit items returned for nonsufficient or uncollected funds as an ACH once or twice. You can choose to have us re-present items on a specific day of the month or week or you can delay re-presentation for up to nine days.

## Attachment L

**The City is considering the use of stored value (payroll card/debit card) as a payroll option for employees at a minimum. Cardholders should have the ability to use the cards for purchases at point of sale as a debit card as well as cash withdrawals at financial institutions and ATMs. As Attachment L, please provide options available and pricing.**

**The purchasing ability of the cards must be limited to the stored value of the card. The City may choose to not pay for access fees for the employees issued the stored value cards.**

**The City will be responsible for any marketing of the program and has total discretion on the distribution of the cards. The City will enroll the employees. The Depository is required to provide cardholders with all processing and transaction information and reports. Services expected from the Depository would include, at a minimum:**

The following paragraphs outline some of the factors that make Wells Fargo uniquely suited to help you streamline your payment processes and control costs.

### Worldwide ease of use

Cardholders can withdraw funds from nearly 6,200 Wells Fargo banking stores or more than 12,000 Wells Fargo ATMs, or at any MasterCard®-issuing bank or MasterCard-accepting ATM<sup>1</sup>. There are more than two million ATMs (and other locations) worldwide where cash can be obtained.

The MasterCard-branded card is also accepted for point-of-sale purchases at more than 35.9 million locations worldwide, including more than 9.2 million locations in the United States.

<sup>1</sup>Cardholders are charged a fee for using non-Wells Fargo ATMs.

### Simplified implementation

Some providers require you to open a new, separate demand deposit account when starting a payroll card program — Wells Fargo does not.<sup>2</sup>

<sup>2</sup>You must have a Wells Fargo analyzed account for billing purposes.

### Multiple funding options

For situations where you need to pay an employee immediately, we offer instant funding capabilities when you assign a card.

We also offer online instant funding for overtime pay and corrections.

### Non-reloadable payroll card

You can issue a non-reloadable payroll card for termination and single assignment pay.

### **Reduced risk**

We handle all issues related to abandoned balances, unlike providers that require you to handle escheatment. Moreover, cardholder balances are FDIC-insured.

### **Streamlined ACH process**

You can include payroll card funding transactions in your regular direct deposit file.

### **ACH capabilities and leadership**

The foundation of success for all payroll card programs is the ACH platform that supports it. Wells Fargo is a leader in ACH processing; according to 2013 NACHA rankings, we are the largest credit originator and the largest originator overall. We have more than 170 Accredited ACH Professionals available to support your payment and disbursement needs.

### **Consultative approach**

We measure our success by your results. We strive to build our relationship with the City by focusing on specific ways to improve your business. Rather than pushing payroll cards, we offer a complete suite of electronic and paper-based payment options. We make recommendations based on which options will meet your particular needs at a given point in time. We are proposing a payroll card program today because we believe it will save you and your employees' time and money.

*Pricing will be provided within Tab 2, Cost proposal page.*

### **Embossing, encoding and distributing standard cards as directed by City**

Yes. You can choose to have your payroll cards co-branded with your logo.

### **Provision of paper/electronic statements to cardholders**

Yes. Each cardholder receives a monthly statement online. He or she can also request to receive a paper statement by mail.

Our approach to providing statements complies with Regulation E.

### **Administration of accounts to include maintenance of accounts, application of funds, authorization of transactions, related tracking**

Our program provides online access to payroll card and ACH reports. You can also receive ACH reports by transmission or fax.

Payroll card reporting includes funding data, as well as cardholder and setup information. ACH reports include information about the disbursements you use to fund the cards.

You can download and export any of our online reports for uploading into your accounting, treasury workstation, or spreadsheet applications; or attach the files to email messages. Payroll card reports are available in PDF and Excel format and ACH reports are available in BAI V2, CSV, Excel, HTML, and PDF\*.

\*Download and viewing formats may vary by report.

We offer standard payroll card and ACH reports as part of our payroll card service.

## **Payroll**

### **Funding**

Includes funding activity during the search parameters you select; includes the funding amount and the cardholder name.

### **Direct deposit**

This daily downloadable report lists all new direct deposit accounts (pseudo DDAs) that we have assigned to the City's cardholders.

## **ACH**

The following intraday and previous day ACH reports are relevant to payroll card disbursements.

### **ACH Customer Activity**

Previous day report that contains all ACH activity on your account, including settlement information, adjustment detail, and a summary of your return activity by account.

### **ACH Return/NOC**

Intraday report that offers detailed information by ACH company ID for all ACH returns.

### **ACH Origination**

Intraday report that includes summary information by ACH company ID for ACH files submitted for processing, detail on rejected or accepted, file confirmations, pre-edit rejects, and end-of-day rejects.

## **Customer service functions**

### **a. Does the Depository currently provide this service? If so, how long has it been available?**

Yes – Wells Fargo currently provides the Pay Card Service to the City.

Wells Fargo has offered a payroll card program since 2005. Our partner, MasterCard® IPS, has offered payroll card services since 2009.

### **b. How many institutions and end customers use the service? Provide three comparable references for the service.**

We provide payroll card services to more than 500 customers, including internal Wells Fargo lines of business. Businesses and organizations across a wide variety of industries use our services including healthcare, education, government, insurance, and retail. *References are included within Tab 8 of this response.*

**c. Which program (authorization marks) does your program use? (Visa, MC, etc.)s**

Wells Fargo offers a MasterCard®-branded payroll card.

**d. Describe the enrollment process. Is enrollment batched and web-based?**

We will provide enrollment forms for your employees to complete during implementation. You will then input the information from the form into our payroll card website. You can do this individually or in a batch with our Excel upload option. The enrollment form must also be faxed or emailed to Wells Fargo.

Alternatively, you can direct your employees to our enrollment site to self-enroll. This will eliminate the need to fax or email the enrollment form to us.

To accommodate employees hired too close to payday for you to order permanent cards, we offer an instant issue service: You'll maintain a stock of embossed cards to give to employees immediately. (An enrollment form is required for instant issue cards, as they are assigned to specific employees.)

**Reloadable**

For reloadable cards, we require the following information about each potential cardholder:

- Name
- Physical residential address
- Date of birth
- Social Security number
- Country of citizenship
- Any other information that may be used to verify his or her identity

**Non-reloadable**

For non-reloadable cards, we require:

- Name
- Physical residential address
- Date of birth

**e. Describe the manner by which funds will be made available to the cardholders.**

Wells Fargo uses the MasterCard® Maestro and Interlink networks. The MasterCard-branded card is accepted for point-of-sale purchases at more than 35.9 million locations worldwide, including more than 9.2 million locations in the United States.

Cardholders can withdraw funds from more than 12,000 Wells Fargo ATMs and at non-Wells Fargo ATMs that accept MasterCard®.\*

Cardholders can make over-the-counter (or teller) withdrawals at nearly 6,200 Wells Fargo branch locations or any MasterCard-accepting bank.

There are more than two million ATMs (and other locations) where cash can be obtained.

\*Fees may apply.

**f. What are the inactivity levels for the program? Do these generate additional fees? Describe any other potential fees.**

A card remains active until the cardholder removes all value and closes the account. If there is no activity for 11 consecutive months, we will close the card due to inactivity.

If a card has a remaining balance, we send a check to the cardholder's address listed in our system. If the cardholder does not cash this check, Wells Fargo will handle the escheatment process.

**g. Are all funding transmissions by standard ACH? Describe the data transmission requirements and deadlines.**

**Reloadable**

For reloadable programs, you can load value onto cards by direct transmission (which is a batch settlement application) or through our online ACH Payments service. Both methods offer same-day funding, if needed.

Instant funding is available online. We will debit funds from the City's designated account and load them to the cards for immediate use.

**Non-reloadable**

When you order non-reloadable cards online or by transmission, we will debit the funds from the City's designated account and load them to the cards.

Instant funding is available online for instant issue cards. Your designated account is debited and the funds are available to the cardholder for immediate use.



## **Attachment M**

**As Attachment M, please provide any other bank services that the City should consider using during the term of the Contract and the pricing.**

Please see Tab 7 for additional services available and recommended for the City.

*Pricing will be provided within Tab 2 Cost Proposal.*

## Attachment N (1)

### Addendum NO. 1

**The city is considering the use of single-use, non-reloadable debit cards as an option for the issuance of refunds to customers. Currently, refunds are issued as paper checks. However, the city is exploring the debit card option to minimize the number of paper checks issued annually.**

**The following numbers are provided simply as an example and should not be considered as an all-inclusive listing or firm commitment. For the period October 1, 2013 through March 31, 2014, the city issued the following:**

Type	Avg.Number of refunds	Frequency
Utilities	83	Weekly
Parks & recreation	26*	As requested
Building Department	40*	As requested
Parking	24	Weekly
Emergency Management Services (EMS)	35	Monthly

**\*Total number of refunds issued October 1, 2013 through March 31, 2014.**

**Cardholders should have the ability to use the cards for point of sale purchases as a debit card or as cash withdrawals at financial institutions and ATMs. Please provide options available and pricing as Attachment N.**

**The card's purchasing ability must be limited to the value placed on the card.**

As an alternative to issuing checks, the City can pay individuals electronically by crediting funds to a prepaid card. In partnership with MasterCard® IPS, Wells Fargo offers reloadable and non-reloadable prepaid cards. You can issue MasterCard-branded debit cards in any denomination for recurring disbursements and up to \$10,000 for one-time disbursements.

Cardholders with prepaid cards can access funds at more than 12,000 Wells Fargo ATMs.<sup>1</sup> They can also obtain cash from more than two million non-Wells Fargo ATMs (and other locations) worldwide that accept MasterCard.<sup>2</sup>

Reloadable prepaid cardholders can also make over-the-counter (teller) withdrawals at nearly 6,200 Wells Fargo branch locations or any MasterCard-member bank.

<sup>1</sup>For non-reloadable cards, the City must choose to use our optional cash access option in order for cardholders to make ATM withdrawals.

<sup>2</sup>Fees may apply.

## How it works

### Enrollment

#### Reloadable

Our reloadable prepaid card service requires online enrollment<sup>2</sup> or cardholder signatures on enrollment forms.

We require the following information about each cardholder:

- Name
- Physical residential address
- Date of birth
- Social Security number
- Country of citizenship
- Any other information that may be used to verify his or her identity

<sup>2</sup>The City must choose the online enrollment option during implementation.

#### Non-reloadable

We do not require a cardholder signature for non-reloadable cards with a funding limit up to \$2,500 (or non-reloadable payroll cards up to \$5,000). Any card you order on a card program with a funding limit up to \$10,000 requires a cardholder signature.

The information required for non-reloadable cards varies depending on the program you use.

Program name	Required cardholder information
Purchase only	<ul style="list-style-type: none"><li>▪ None</li></ul>
Personalized purchase only	<ul style="list-style-type: none"><li>▪ Name</li><li>▪ Address</li></ul>
All access (up to \$2,500)	<ul style="list-style-type: none"><li>▪ Name</li><li>▪ Physical residential address</li><li>▪ Date of birth</li></ul>
Cash access (up to \$10,000)	<ul style="list-style-type: none"><li>▪ Name</li><li>▪ Physical residential address</li><li>▪ Date of birth</li><li>▪ SSN</li></ul>
Payroll (up to \$5,000)	<ul style="list-style-type: none"><li>▪ Name</li><li>▪ Physical residential address</li><li>▪ Date of birth</li></ul>

## Card ordering

### Reloadable

You can order initial cards online or by transmission.

Online orders can be placed one card at a time, or, for multiple cards, you can use our Excel batch upload feature.

### Non-reloadable

You can order initial cards online or by transmission.

Online orders can be placed one card at a time, or, for multiple cards, you can use our Excel batch upload feature.

If you choose to use the instant issue functionality, during implementation, you will order an inventory of cards to have on hand for one-time card needs.

Before you hand out a non-reloadable prepaid card, you will sign on to the online site, select the appropriate card option, and provide the required information for each cardholder.

## Card funding

### Reloadable

You can load value onto cards by direct transmission (which is a batch settlement application) or through our online ACH Payments service. Both methods offer same-day funding, if needed.

Instant funding is available online for instant issue cards and reloads.<sup>3</sup>

With the instant funding feature, we will debit funds from the City's designated account and load them to the cards for immediate use.

<sup>3</sup>If you use a personalized instant issue program, the City must provide cardholder information and disclosures at the time of instant issue before funding can occur.

### Non-reloadable

When you order non-reloadable cards online or by transmission, we will debit the funds from the City's designated account and load them to the cards.

Instant funding is available online for instant issue cards. Your designated account is debited and the funds are available to the cardholder for immediate use.

## Cardholder reporting

Cardholders can review their transactions almost immediately; activities and balances are updated immediately and are accessible through multiple channels.

Channel	Description
Mail	Cardholders can request to receive monthly paper statements that include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.

Channel	Description
<b>Automated IVR</b>	Cardholders can check their balances and transaction history by calling a toll-free number.
<b>Internet</b>	Cardholders can view balances, transactions, history, and monthly statements online at the cardholder customer service website. Statements include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.
<b>Customer service</b>	Cardholders can check balances and transaction history by speaking with a customer service representative.*
<b>ATM</b>	Cardholders can check card balances at any ATM displaying the logo on the back of their card.

\*There is a charge if the cardholder contacts customer service more than once per month; we recommend the cardholder use a different option.

**The depository is required to provide cardholders with all processing and transaction information and reports. Services expected from the depository would include, at a minimum:**

- **Embossing, encoding and distributing standard cards as directed by City**

You can choose to have our prepaid cards co-branded with your logo.

- **Provision of paper/electronic statements to cardholders**
- **Administration of accounts to include maintenance of accounts, application of funds, authorization of transactions, related tracking, and**
- **Customer service functions**

Cardholders have inquiry and transaction history access through multiple channels.

#### **Mailed statement**

Cardholders can request to receive monthly paper statements by mail.

#### **Automated VRU**

Cardholders can check their balances and transaction history by calling a toll-free number.

#### **Internet**

Cardholders can view balances, transactions, history, and monthly statements online at the cardholder customer service website. Statements include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.

### Customer service

Cardholders can check balances and transaction history by speaking with a customer service representative.\*

### Email

We do not offer inquiry and transaction history by email.

### ATM

Cardholders can check card balances at any ATM displaying the logo on the back of their cards.

### Other

#### Receipts

Some merchants include the card balance on the receipt they provide to customers after POS transactions.

\*Because there is a charge if cardholders contacts customer service more than once per month, we recommend cardholders use a different option.

### **Additionally, please address the following items:**

#### **a. Does the depository currently provide this service? If so, how long has it been available?**

Wells Fargo has offered prepaid card services for more than ten years. Our partner, MasterCard® IPS, has offered prepaid card services since 2009.

#### **b. How many institutions and end customers use the service? Provide three comparable references for the service.**

Please refer to Tab 8 for references.

#### **c. Which program or authorization marks does your program use? (Visa, MC, etc.)**

Mastercard.

#### **d. Describe the manner in which cards are distributed to recipients.**

See enrollment on page 70.

#### **e. Describe the manner by which funds will be made available to the cardholders.**

For programs that require identify verification, cards will not be funded until all cardholder information has been validated and approved.

### Reloadable

Loading cardholder funds happens in the same elapsed time as ACH processing. Card funds generally become available on the morning of the effective date of your file.

Typically, funding transactions are two-day settlement items, but we also offer one-day and same-day settlement options.

We update same-day ACH funding transactions several times throughout the day. Funds post depending on when we receive your file and on when the next ACH update occurs. For your cardholders' convenience, we suggest that you send same-day transactions as early in the day as possible so that the cards get funded quickly.

Online instant funding is available for an additional charge. Funds will be debited from the City's designated Wells Fargo account and placed on the card for immediate use.

If you use instant issue cards with instant funding, funds are immediately loaded to the card. <sup>1</sup>

<sup>1</sup>If you fund instant issue cards by ACH, funds are loaded to the card as previously described.

### Funding cutoff times

Customer input method	Two-day settlement	One-day settlement	Same-day settlement <sup>2</sup>
Direct transmission	12:00 a.m. ET	9:00 p.m. ET	9:00 p.m. ET
Online ACH service	9:00 p.m. ET	9:00 p.m. ET	7:00 p.m. ET

<sup>2</sup>You must use Wells Fargo to settle ACH transactions.

### Non-reloadable

Funds are loaded to the card on the same business day. Once the cardholder receives and activates the card, funds are immediately available.

You can also have predenominated cards on-hand that you previously funded.

If you use instant issue cards with instant funding, funds are immediately loaded to the card.

### **f. What are the inactivity levels for the program? Do these generate additional fees? Describe any other potential fees.**

As long as a card is registered\*, it remains in the system until the cardholder removes all value or closes the account, or until the card is inactive for 11 months.

When a card is closed due to inactivity but has a remaining balance, we send a check to the cardholder's address listed in our system. If the cardholder does not cash this check, Wells Fargo will handle the escheatment process.

\*If a non-personalized card is registered, the cardholder can contact customer service to request a replacement for an expired card. If it is not registered, Wells Fargo will still handle the escheat process.

We do not charge an inactivity fee.

*Pricing is included within Tab 2 Cost proposal page.*

**g. Are all funding transmissions by standard ACH? Describe the data transmission requirements and deadlines.**

Yes – all funding is via ACH origination. See item e above.

**h. Is there a limit on the amount that can be placed on the card? If so, provide details.**

**Reloadable**

There is no minimum payment limit. The maximum balance on a card should be no more than \$50,000.\*

\*If you load a card and the cardholder's balance exceeds \$50,000, the City may be contacted to close the card and assist in finding an appropriate alternative to fund the individual.

**Non-reloadable**

There is no minimum payment limit. The maximum limit varies based on the program you use.

Program name	Maximum limit
Purchase only	\$2,500
Personalized purchase only	\$2,500
All access	\$2,500
Cash access	\$10,000
Payroll	\$5,000

**i. Provide details on how the depository will address lost and stolen cards and escheatment of abandoned balances.**

**Reloadable**

A cardholder should immediately contact cardholder customer service at the number listed on the cardholder website to report loss or theft and to order a replacement card.

We deliver a replacement card<sup>1</sup> in five to seven business days; we also offer an extra-cost, two to three day rush delivery option. We will automatically transfer the cardholder's balance to the new card and the City will continue to use the original pseudo account that was created. There is no need to update your ACH file.

You can choose to use our optional instant issue replacement card service<sup>1</sup> so that you can have cards on hand when immediate replacements are needed. This gives cardholders instant access to their funds in cases of lost cards.

<sup>1</sup>Additional fees apply.

**Non-reloadable**

A cardholder should immediately contact cardholder customer service at the number listed on the cardholder website to report loss or theft and to order a replacement card.



We deliver a replacement card<sup>2</sup> in five to seven business days; we also offer an extra-cost, two to three day rush delivery option. We will automatically transfer the cardholder's balance to the new card.

<sup>2</sup>If a card is not personalized and registered by the cardholder, we will not be able to replace the lost or stolen card. To ensure access to funds, the cardholder should register a non-personalized card.

### Escheatment process

A card remains active until the cardholder removes all value and closes the account. If there is no activity for 11 consecutive months, we will close the card due to inactivity.

If a card has a remaining balance, we send a check to the cardholder's address listed in our system. If the cardholder does not cash this check, Wells Fargo will handle the escheatment process.

## Attachment N. (2)

**In order to encourage financial institutions toward greater investment in low to moderate income neighborhoods, the City is asking that you include your current Community Reinvestment Act (CRA) Strategic Plan with your proposal. The CRA Plan's targeted impact on the City of Fort Lauderdale will be worth 5% of the total score. Include in your proposal as Attachment N.**

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low-to-moderate income communities and families.

Wells Fargo is committed to maintaining its proven track record of “Outstanding” CRA ratings and its commitment to all its communities, including low- and moderate-income (LMI) communities throughout the footprint for the combined company. In its most recent CRA examination dated September 30, 2008\*, Wells Fargo Bank, N.A., Wells Fargo’s lead subsidiary bank, received an overall “Outstanding” rating – the highest regulatory ratings possible as well as an “Outstanding” rating in each of the exam’s three tests – lending, service and investments. Wells Fargo is committed to being a leader in mortgage, small business, small farm and community development lending in all its markets, including low- and moderate-income communities and borrowers.

\*The OCC conducts a CRA examination every four years. For more information on how we give back to our communities, please see the Wells Fargo Corporate Social Responsibility (CSR) report that we publish every two years, with an interim update in the year between. Our CSR reports and updates can be viewed at <https://www.wellsfargo.com/about/csr/reports/>. The 2013 ratings are not yet available, but we expect them any time now.

The OCC also rated us “Outstanding” in each of the exam’s three test categories, listed below.

Lending	Services	Investments
Mortgages Small business Community development for affordable housing and economic development	Retail banking stores Alternative delivery channels Financial outreach	Funding capital and grants to community organizations

### Wells Fargo Housing Foundation

We are committed to giving back to the communities where our customers and team members live and work. The Wells Fargo Housing Foundation helps local housing organizations serve low- to moderate-income communities, increase the number of Wells Fargo business lines and team members that join in charitable housing efforts, and enhance our reputation and image in the communities we serve.

Our mission is to provide sustainable homeownership opportunities for low- to moderate-income people by providing volunteer and financial resources to local and national nonprofit housing organizations. We work with established local and national nonprofit housing organizations that have demonstrated the ability to create homeownership opportunities for low- to moderate-income families. We also support nonprofit housing organizations that help low- to moderate-income homeowners make necessary repairs and upgrades.

Since its inception in 1993, the Wells Fargo Housing Foundation has stewarded nearly \$200 million dollars and 4.5 million team member volunteer hours in support of creating affordable housing and community revitalization programs. The Foundation's team member volunteer program has mobilized more than 175,000 volunteers to build or refurbish 4,000 homes in low- to moderate-income communities.

Through our *Leading the Way Home*® initiative, Wells Fargo is making \$6 million in grants to stimulate growth, stability, and investments in distressed areas. Fifty-nine nonprofits will share these funds to support neighborhood stabilization projects located in areas designated for revitalization.

#### Community lending

Wells Fargo Community Lending & Investment specializes in offering debt and equity capital to organizations that provide economic development, job creation, and affordable housing in communities of need nationwide. We work with nonprofit, for-profit, or public and government organizations focused on community development that have a solid net worth, experience, and leverage appropriate for their industries.

We offer short-term, balance sheet lending for construction, bridge, or substantial rehabilitation of affordable housing properties. We make investments in low income housing tax credits and historic tax credit properties to enable developers and investors to benefit from tax-credit opportunities.

Community Lending & Investments is part of our overall social responsibility initiative. We believe in supporting our communities, and that it's the right thing to do. Our company is only as successful as the communities where we do business.

#### Service

The OCC said that our "retail delivery systems, including branches and ATMs, are readily accessible to a majority of the bank's assessment areas. Wells Fargo Bank is a leader in providing community development services in the majority of its assessment areas in the primary rating areas and many of its full-scope assessment areas in the non-primary rating areas."

#### 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, fundraising, or training volunteers.

Thousands of team members company-wide 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.

Our team members are leaders. They give their time to teach money management skills, build homes, mentor youth, fundraise, and serve on nonprofit boards. They learn first-hand what local issues and projects need our support, and then bring the right resources together so Wells Fargo can help.

### Financial education

We want our customers to see us as a trusted financial advisor for outstanding service and sound advice. We work to help our customers be personally accountable for their own financial well-being. Everything we do for our customers should connect to their financial plan; we know that our counsel and guidance can make a real difference in their lives.

For example, our free *Hands on Banking*® program offers all the basic money tools, skills, and information individuals need. This noncommercial program teaches people in all stages of life about the basics of responsible money management.

### Charitable contributions

Wells Fargo is one of America's largest financial contributors to nonprofits. In 2012, we invested \$315.8 million in 19,500 nonprofits nationwide — that's an average of \$865,200 every single day to nonprofits.

### Where we give

Nonprofit segment	Percent of total contributions	Dollars contributed (in millions)
Community development	46%	143.3
Education	24%	75.8
Human services	17%	53.7
Arts and culture	5%	15.8
Civic	5%	15.8
Environment	3%	9.4

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.

We work together with our communities the same way we work together with our customers: We listen and build relationships. We rely on our local team members — who know their communities best — to learn local needs first-hand, and then bring the right resources together.

*We have included our CRA report and lending fact sheets from 2011, 2012 and 2013 within the appendix section of this response.*

## Attachment O

**Please provide a proposal detailing what type of partnership you would be willing to form with the city to stabilize neighborhoods in our community. For example, recently a bank developed a partnership with a Midwestern municipality to donate 75 foreclosed houses to the city along with up to \$875,000 to rehab or demolish them. The partnership proposal is worth 5% of the total score. Include in your proposal as Attachment O.**

### Wells Fargo Housing Foundation Grants

The Wells Fargo Housing Foundation supports community development efforts in Florida through programs such as the Home Ownership Grant Program, which provides financial resources to local nonprofit housing organizations to create sustainable homeownership opportunities for low- to moderate-income individuals, and the Team Member Volunteer Grant Program that provides financial support to nonprofit organizations when Wells Fargo team members help build, renovate, paint, or repair a home for the same. Funding awarded in South Florida for these two programs in 2013 totaled more than \$100,000.

### Priority Markets Initiative Grants

The Priority Markets Initiative provides grant support for neighborhood stabilization projects located in distressed areas that have been designated for revitalization to stimulate growth, stability, and investment. In 2013, three grants representing \$320,000 were awarded in South Florida.

### REO/military home donations

Wells Fargo Home Mortgage (WFHM) helps stabilize communities by donating Real Estate Owned (REO) homes to nonprofit organizations and local municipalities with a history of providing sustainable, affordable homeownership. Many of the nonprofit groups work with volunteers and local resources to rehabilitate the donated homes, which are then rented or sold to eligible families. WFHM donated nine REO homes in South Florida in 2013.

WFHM also donates REO properties to deserving veterans. We work with organizations like the Military Warriors Support Foundation and Operation Hope to identify veterans and match them with available properties. In 2013, we donated 20 mortgage-free homes to deserving veterans in Florida — just one of the many ways we salute those who have served our country.

We have included our complete Community Development Overview for South Florida and the South Florida Grant recipients list in the appendix section of this response.

*Disclaimer: Programs mentioned above are available for all municipalities throughout the country as a standard practice of Wells Fargo Bank, N.A. These programs are not specifically offered solely as part of this RFP response.*

## Attachment P

**The Bank shall provide a list of current and pending foreclosures. All properties must be registered with the City's registration program in accordance with City Ordinance No. C-12-38 (Exhibit 5). Proposers must demonstrate compliance with the requirement prior to evaluation. Include in your proposal as Attachment P.**

Wells Fargo confirms, by way of this response, that we fully and consistently comply with City Ordinance No. C-12-38. Registration of property takes place within 10 days of vacancy or title transfer (REO-excluding FNMA REO). Properties are registered with the City's third party vendor FPRC at [www.vacantregistry.com](http://www.vacantregistry.com). *A list of current and pending foreclosures is provided following this document.*

**Wells Fargo Bank**  
**Foreclosure properties registered with the City of Fort Lauderdale**

Client	Street_No	Dir	Street	City	State	Zip
106	2955	NW	68 ST	FORT LAUDERDALE	FL	33309
106	5921	NE	18TH TERRACE	FT LAUDERDALE	FL	33308
106	2161	NE	68TH ST	FORT LAUDERDALE	FL	33308
106	1901	NW	16TH CT	FORT LAUDERDALE	FL	33311
106	815	NW	16TH STREET	FT. LAUDERDALE	FL	33311
106	1418		1420 NW 8TH AVE	FORT LAUDERDALE	FL	33311
106	1345	NW	7TH TERRACE	FORT LAUDERDALE	FL	33311
106	1775	N	ANDREWS AVE	FORT LAUDERDALE	FL	33311
106	1730	NE	7 TERR	FORT LAUDERDALE	FL	33305
106	3100	NE	48TH ST	FORT LAUDERDALE	FL	33308
106	3233	NE	32ND AVENUE	FORT LAUDERDALE	FL	33308
106	2715	N	OCEAN BLVD	FORT LAUDERDALE	FL	33308
106	2000	N	OCEAN BLVD	FORT LAUDERDALE	FL	33305
106	110	N	FEDERAL HWY	FORT LAUDERDALE	FL	33301
106	530	NW	9 AVENUE	FORT LAUDERDALE	FL	33311
106	2910	NW	7TH ST	FT LAUDERDALE	FL	33311
106	3551	NW	5TH PL	FT LAUDERDALE	FL	33311
106	3512	SW	2ND ST	FORT LAUDERDALE	FL	33312
106	350	SE	2ND STREET	FORT LAUDERDALE	FL	33301
106	1508	SW	22ND AVE	FORT LAUDERDALE	FL	33312
106	2636		OKEECHOBEE LN	FORT LAUDERDALE	FL	33312
106	1636	NE	17TH WAY	FORT LAUDERDALE	FL	33305
512	4011		BAYVIEW DRIVE	FORT LAUDERDALE	FL	33308
512	2725	NE	30TH ST	FORT LAUDERDALE	FL	33306
512	3030		NW 20TH ST.	FORT LAUDERDALE	FL	33311
512	1628	NW	15 PLACE	FORT LAUDERDALE	FL	33311
512	3031	N	OCEAN BLVD	FORT LAUDERDALE	FL	33308
512	3000	E	SUNRISE BLVD	FORT LAUDERDALE	FL	33304
512	418	NE	12TH AVENUE	FT. LAUDERDALE	FL	33301
512	1324	NW	3RD ST	FORT LAUDERDALE	FL	33311
512	2100	S	OCEAN LANE	FT LAUDERDALE	FL	33316
512	1519	SW	13 COURT	FORT LAUDERDALE	FL	33312
512	1301	SW	30TH STREET	FORT LAUDERDALE	FL	33315
708	2108	NE	62ND CT	FORT LAUDERDALE	FL	33308
708	6700	NE	22 WAY	FT LAUDERDALE	FL	33308
708	2421	NE	65TH STREET	FORT LAUDERDALE	FL	33308
708	5160	NE	18TH TER	FORT LAUDERDALE	FL	33308
708	4770		BAYVIEW DRIVE	FORT LAUDERDALE	FL	33308
708	4025	N	FEDERAL HWY	FORT LAUDERDALE	FL	33308
708	1720	NW	18TH STREET	FORT LAUDERDALE	FL	33311
708	1327	NW	9TH AVENUE	FORT LAUDERDALE	FL	33311
708	1300	NW	2ND AVE	FL LAUDERDALE	FL	33311
708	1100	NW	5TH AVENUE	FORT LAUDERDALE	FL	33311



**Wells Fargo Bank**  
**Foreclosure properties registered with the City of Fort Lauderdale**

Client	Street_No	Dir	Street	City	State	Zip
708	260	NE	17TH CT	FORT LAUDERDALE	FL	33305
708	3200	N	PORT ROYALE DR #409	FT LAUDERDALE	FL	33308
708	3700		GALT OCEAN DR #609	FT LAUDERDALE	FL	33308
708	442	NE	7TH AVE	FORT LAUDERDALE	FL	33301
708	431		HENDRICKS ISLE	FORT LAUDERDALE	FL	33301
708	721	NW	22ND RD	FT LAUDERDALE	FL	33311
708	530	NW	31ST AVENUE	FORT LAUDERDALE	FL	33311
708	370		DELAWARE AVE	FORT LAUDERDALE	FL	33312
708	410		SW 38 TERRACE	FORT LAUDERDALE	FL	33312
708	300	SW	25TH AVE	FORT LAUDERDALE	FL	33312
708	1105	SW	22ND AVE	FORT LAUDERDA	FL	33312
708	905	SE	12TH CT	FORT LAUDERDALE	FL	33316
708	2250		SW 28 TERRACE	FORT LAUDERDALE	FL	33312
708	1340	SW	28TH AVENUE	FORT LAUDERDALE	FL	33312
708	3756	SW	17TH ST	FORT LAUDERDALE	FL	33312
708	805	SW	30 STREET	FORT LAUDERDA	FL	33315
708	2921	NW	21 ST	FORT LAUDERDALE	FL	33311
708	931	NW	12TH ST	FT LAUDERDALE	FL	33311
708	1619	NW	12 AVE	FORT LAUDERDALE	FL	33311
708	3850		GALT OCEAN DR 909	FORT LAUDERDALE	FL	33308
708	5295	N	E 20TH AVE	FORT LAUDERDALE	FL	33308
936	6151	NW	33 TERRACE	FORT LAUDERDALE	FL	33309
936	531	E	MELROSE CIR	FT LAUDERDALE	FL	33312

## **Part vii - Technical specifications/scope of services**

### **I. Introduction**

**The City of Fort Lauderdale (City) is requesting proposals from eligible and qualified financial institutions to serve as the Depository Bank to the City to provide the depository banking services as described below. The services provided will be in accordance with the Request for Proposal and attachments, duly executed between the City and the selected financial institution.**

Acknowledged.

**The philosophy incorporated into this Request for Proposal/Depository Services Contract ("RFP") is to solicit proposals for banking services currently utilized or open for consideration, based on projected activity and transaction volumes. The City intends to invest its funds to maximize interest income as authorized by the City Investment Policy and permitted by state law. From this perspective, the rates the City can earn on its deposits and investments through the financial institution will be an important element in consideration of the net cost/benefit of the relationship to the City. The City intends to manage its investment portfolio in accordance with its Investment Policy (Exhibit 3). Institutions desiring to respond to this Proposal should bear in mind that the City wishes to pursue an aggressive cash management and investment program. Therefore, the City reserves the right to withdraw, from time to time, any amount of City funds on deposit in any City account and invest those funds in accordance with the City's investment policy.**

Acknowledged.

**This RFP is intended to serve as the OFFICIAL PROPOSAL FORM and as the Depository Services Contract. There are several blanks to fill in and questions to be answered. The evaluation of the Proposer's proposal will be based on these responses.**

**Variances, exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by Proposer, if any, clearly stated and included in Tab 1 of the proposers response.**

**Each of these variances, exceptions, conditions, or qualifications to the City's specifications will be included, as appropriate, in the RFP response. Items and matters not explicitly excepted in this manner shall be deemed to be in conformance with the City's specifications.**

**The RFP also requests certain information to be attached and specifically labeled.**

**Proposals must be complete, address all aspects of the RFP, and include all requested information to receive full consideration by the City in the selection process. The requested information is stated in the Table of Contents under “ATTACHMENTS – To Be Provided by Proposer.”**

**The City has designated its Procurement Division as coordinator and contact through the proposal process. The City desires to enter into a contract of mutual party benefit and will be happy to answer all questions pertaining to this RFP submitted through [www.bidsync.com](http://www.bidsync.com).**

Acknowledged.

## **II. Account activities**

**A. Number of Accounts. The City requires four (4) bank accounts at its Depository Bank as set forth in Exhibit 1.**

**The Master Account serves as the City's main account into which deposits will be made including investment transactions and electronic funds transfers. The bank must have the capability of receiving and sending wire transfers, ACH transfers, and direct deposits through the Master Account. The City issues approximately 2,000 checks per month for an estimated \$10,000,000 per month through the Master Account which is utilized to issue vendor payments.**

**The City has a biweekly payroll with an average of 2500 employees representing an average monthly debit amount of \$13,000,000 from the Payroll Account. The City offers its employees direct deposit of payroll. Approximately 95% of the City's employees will utilize the service. Please acknowledge the capability of your bank to provide this service.**

**The other two (2) accounts as set forth in Exhibit 1 have a low volume of transactions.**

**The City reserves the right to open or close any number or type of accounts as it deems necessary through the term of the Depository Services Contract. Any services not listed, but later requested by the City, will be charged for at a mutually agreed upon fee. Fees proposed are fixed for the entire contract period. No additional setup fees or software fees shall be charged if the Depository Bank merges or is acquired by another bank.**

Wells Fargo understands the account activities structure as described above and will meet the specifications listed.

**B. Services and Volumes.** The services which should be made available to the City include, but are not limited to, the items that are identified in Appendix 1, Bank Service Requirements, and Appendix 2, Other Bank Services. Exhibits 1 and 2 have been included to provide additional bank information regarding transaction volumes and dollar amounts that should be helpful in responding to this RFP. The City also requires check-cashing services for the City and its employees at no charge at any branch of the selected depository bank.

Acknowledged. Wells Fargo will cash all City checks drawn on a Wells Fargo account without charge.

**To maximize cash management control and investment opportunities, the City requires balance reporting for daily access of its bank accounts to obtain balance information. This would be accomplished by an Internet-based online reporting system which will provide the daily ending ledger and collected balances from the prior day for all accounts, a detail of the prior day's debits and credits, one day float amount, two day float amount, total credits, total debits, and detail debits and credits, current day disbursements, including check numbers (if available), and current day incoming or outgoing, wires, and current day ACH. The system shall also allow online inter- and intra-bank transfers, ACH, stop payment, and wire transfer origination instruction processes with user-defined security requirements.**

Acknowledged.

**C. Collateral Required.**

**Prior to receiving deposits, a Financial Institution must be certified as being a "Qualified Public Depository" under the Florida Security for Public Deposits Act, which was effective January 1, 1982. The characteristics of eligible collateral are subject to the criteria of Chapter 280, Florida Statutes, as amended, and will be further subject to modification as to quantity, quality and type by action of the State Treasurer. The pledge, substitution and withdrawal of collateral securities will also be achieved in accordance with procedures established by the Florida Security for Public Deposits Act and the State Treasurer's Office.**

Acknowledged. Wells Fargo is a Qualified Public Depository (QPD) as defined in Chapter 280, Florida Statutes. A copy of the Qualified Public Depository Certification is included within the business licenses section of this response.

**SUPER NOW or like accounts shall be collateralized as public deposits as set forth in Chapter 280, Florida Statutes. Banks proposing NOW accounts for overnight investments shall reduce the reserve requirement in calculating earnings credit.**

Acknowledged. Wells Fargo is a certified Qualified Public Depository, providing Public Funds accounts for all government entities. The bank has provided recommendations to the City within the Interest rate information section, Attachment C of this response.

**D. Bank Statements.**

**Bank statements are to be rendered within five (5) working days after the close of the calendar month. The statements are to include debits and credits made on the last day of the period and the item details. Electronic downloads and hard copies are required by the City.**

Acknowledged. The following table lists the mailing dates and online availability of statements and reconciliation reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
<b>DDA statements</b>	3 days	1 day
<b>Full reconciliation statement and reports</b>		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
<b>Partial reconciliation statement</b>		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day

**E. Method of Payment and Reporting.**

**The City intends to pay for all services provided by the institution as set forth in Section IV. B. and Appendices 1 and 2. The method to be used for the payment of these services shall be the direct payment method to the extent that the cost of services exceeds the earnings credit amount generated by account balances.**

Acknowledged. In general, we use a calendar month settlement period and debit accounts for any deficiencies on the 11th calendar day of the month. Alternative settlement period options can be discussed with your Wells Fargo team. Please see Tab 11, Attachment A for additional information.

**F. Availability of Funds.** Please provide a schedule and detailed explanation of funds availability showing both time and day of availability, and specify the institution location to which the availability is applicable. If more than one availability schedule is applicable, provide both. Please submit the availability schedules as Attachment B.

Please see response Tab 11, Attachment B.

**G. Interest Rates.**

**The collected balances in each account should be accessible by an internet-based online reporting system and shall be available for investment at the option of the City. Funds in interest bearing accounts shall earn interest at the rate paid on interest bearing accounts. Please provide an explanation of the institution's policy and methodology used in setting rates paid on interest bearing accounts. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the federal funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid on this type of interest bearing account. Please provide the interest rate information as Attachment C.**

Please see response in Tab 11, Attachment C.

**H. Federal Income Tax Withholding.**

**The City requires the Depository Bank to provide Federal Income Tax withholding and social security (FICA) depository services via ACH.**

Acknowledged.

**I. Research Requests.**

**The City requests that all research requests be responded to within three business days of the request.**

Acknowledged. The City's Dedicated Client Services Officer, will also respond to requests within 3 business days. On average, we resolve 93.1% of issues the same day, and 98.7% within three days.\*

\*Year to date as of August 2013.

**J. Bank Errors.**

**Bank errors resulting in lost interest to the City will be reimbursed by the Bank to the City. The method of reimbursement will be agreed upon by the Bank and the City.**

Acknowledged.

**K. Check Processing.**

**All checks deposited by the City which do not clear the first time should be submitted a second time before returning them to the City.**

Acknowledged. We can automatically redeposit items returned for nonsufficient funds (NSF) or uncollected funds (UCF) one time. We cannot redeposit items returned for any other reason.

**iii. Trust department services**

**A. Securities Pledged.**

**The City periodically purchases securities from registered dealer/brokers on a DVP basis. These securities must be held by the bank in its Trust Department and not commingled with other banking operations. In addition, the Trust Department is where the City will be directing its outside money manager to deliver to and sell securities from pursuant to an established list of approved investments.**

**B. Safekeeping Receipts.**

**For safekeeping purposes, the bank Trust Department will be required to evidence custody by providing an original non-negotiable safekeeping receipt. Such receipts must name the institution holding the security, describe the security, represent that the security is owned by the City and specify that the securities can be released only upon authority by the Treasurer or designee. The City's local bank depository will not be required to have the securities in its physical possession if it provides a safekeeping receipt for the securities from another institution approved by the Treasurer, and if such secondary safekeeping receipts satisfy the requirements indicated above.**

**C. Accounts..**

**The City reserves the right to establish demand deposit accounts in other banks, or provide for additional services from other banks, as determined by management to be in the best interest of the City.**

Acknowledged.

This section is being responded to by the Fixed Income Sales group of Wells Fargo Securities, LLC, which provides investment and safekeeping services to institutional customers.

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 Institutional Securities, LLC, a member of FINRA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC carries and provides clearing services for Wells Fargo Institutional Securities, LLC customer accounts. Wells Fargo Securities, LLC, Wells Fargo

Institutional Securities, LLC, and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

The WFS investment representative who will work with the City is Stephen Stewart in our Atlanta office, telephone (404) 214-1660, e-mail [stephen.stewart@wellsfargo.com](mailto:stephen.stewart@wellsfargo.com). In his absence, Kim Cole, Institutional Sales Assistant, is also available, telephone (404) 214-1660, e-mail [kim.m.cole@wellsfargo.com](mailto:kim.m.cole@wellsfargo.com).

Wells Fargo has been helping municipalities, schools, hospitals, institutions of higher education and other public entities and non-profit organizations manage their finances for more than 150 years. Wells Fargo Securities builds on that tradition by offering investment products, services and expertise to finance directors and business administrators for public institutions across America. We have a local, customer-focused approach to business. Therefore, our customers benefit from our in-depth knowledge of their region, industry and unique investment needs.

Wells Fargo provides investment solutions in these products:

- Treasuries
- Federal agency securities
- Corporate bonds
- Mortgage-backed securities
- Commercial paper
- Taxable and tax-exempt money market mutual funds
- Brokered Certificates of Deposit (CDs)
- Other money market securities

and these services:

- Wells Fargo *Commercial Electronic Office*® (*CEO*®) business portal: Online access to your brokerage account activity, statements and positions 24 hours a day, seven days a week, online trading for some securities during normal trading hours as well as portfolio management tools.
- Investment policy development: Assistance in establishing guidelines for managing public funds.
- Portfolio Analytics: Investment strategy development, security comparison tools, portfolio performance measurement and interest rate risk advisory services.
- Portfolio Accounting: Wells Fargo's portfolio accounting system is a low cost, internet-based accounting and reporting package designed specifically for fixed-income portfolios.



- Safekeeping: Assistance in managing cash flow and portfolio management information.
- Underwriting: Capital project funding through our Public Finance division.

Wells Fargo Securities, LLC, provides its brokerage clients with bank safekeeping services.

Securities purchased by WFS customers are held in safekeeping at Wells Fargo Bank, N.A. Safekeeping activity is subject to annual audits by our internal auditors, Wells Fargo Audit Services, Inc., and by our external auditors, KPMG.

Securities purchased by the City will be settled either through the Depository Trust Company (DTC) or the Bank of New York (BONY). Securities belonging to customers who have safekeeping with Wells Fargo Bank, N. A. (bank safekeeping) are held in accounts titled “Wells Fargo Bank Safekeeping Services”. The securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the depositories. Physical securities registered in the customer’s name or in WFS’ nominee name are held in the Bank of New York’s (BONY’s) securities vault. These securities are counted and reconciled at least quarterly.

WFS does not charge transaction fees, or safekeeping fees for securities purchased through WFS. For securities purchased through other dealers and delivered to WFS for safekeeping we charge the third-party fees as detailed on the attached bank safekeeping fee schedule.

WFS provides a written confirmation of each trade. However, in conjunction with Rule 10b-10(b) from the Securities and Exchange Commission which allows for alternative period reporting, WFS does not send written confirmations for money market mutual fund transactions, including purchases, redemptions, dividends and dividend reinvestment. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call or maturity advices.

Customers receive a monthly statement for months in which there is trade activity and quarterly statements regardless of trade activity. Customers may elect to receive their statements through the *Commercial Electronic Office*<sup>®</sup> (CEO<sup>®</sup>) online business portal, or through U. S. mail. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call or maturity advices.

WFS is providing links to the following financial information:

- 12/31/2013 KPMG audited Statement of Financial Condition for WFS:  
[https://www08.wellsfargomedia.com/downloads/pdf/com/securities/WFSLLC\\_2013\\_SFC.pdf](https://www08.wellsfargomedia.com/downloads/pdf/com/securities/WFSLLC_2013_SFC.pdf)
- 05/31/2014 FOCUS Report for WFS:  
[https://www08.wellsfargomedia.com/downloads/pdf/com/securities/May\\_2014\\_FOCUS\\_SFC](https://www08.wellsfargomedia.com/downloads/pdf/com/securities/May_2014_FOCUS_SFC).

**iv. Investment activities**

**A. Direct Investment Alternative.**

**The City desires a Bank Depository relationship which provides full legal flexibility in investment activities. The City shall have the right, at its sole discretion, and based on maturities and liquidity needs of the City, to select direct investments in accordance with its Investment Policy (Exhibit 3). Appendix 3, Investment Transactions, provides the scenarios of three sample investment opportunities for a specific date.**

**For each of the three investment options, enter the information that would represent the optimum use of the funds for the time permitted, including agency type, maturity date, par value, cost, bond yield, and transaction fee, if any.**

Please refer to Tab 2, Appendix 3 within this response.

**B. Certificates of Deposit.**

**Certificates of Deposit (CDs) purchased for the City shall be non-negotiable and shall be registered in the name of the City. CDs must be fully insured by the FDIC or collateralized. (See Section IV. C.)**

**Proposers shall state the rate of interest payable and the basis used to establish the rate, for each of the time periods as indicated on Appendix 4, Certificates of Deposit \$100,000 or more. Also, indicate the investment minimums and maximums for maturity lengths and dollar amounts.**

While the bank does not sell collateralized CDs, you may obtain FDIC insurance via brokered CDs that are negotiable instruments. The examples of rates for both Brokered CDs and Wells Fargo issued CDs can be found within Tab 2, Appendix 4 of this response.

**C. Interest Calculations.**

**Interest on all CDs shall be computed on an actual day basis, and the interest shall be paid to the City on the maturity date. Payments shall be made by crediting the accounts from which investments were made. Interest calculations shall include the first day in the investment period but shall not include the day of maturity.**

Brokered CDs that are offered typically accrue on an actual day count basis; however, some CDs will pay interest semiannually.

Investment proceeds are deposited into a Wells Fargo demand deposit account, (DDA) when interest is paid or a security matures. If a customer uses the wire system instead, the proceeds are remitted via wire under the same circumstances.

**D. Extension of Investments.**

**The Depository Bank agrees to honor and continue any investments made during the term of the Depository Services Contract that will mature after the expiration date of the contract at the same rate established before the expiration of the contract.**

Wells Fargo Securities would be held in safekeeping for as long as the security remains outstanding or until the City desires to sell an investment in the open market. This would include any products allowable by investment policy.

**v. Overdraft provisions**

**The City does not intend to have a net overdraft position occur during the course of the contract period. A net overdraft shall be defined as a negative balance in the City's accounts collectively, not by individual account. However, should a net overdraft condition occur, the following stipulations shall apply: (To be completed by the financial institution.)**

- **The maximum number of days the overdraft condition shall be allowed is \_\_\_\_\*\*\_\_\_\_ banking days.**
- **The maximum amount of the overdraft to be allowed shall be \$ \_\_\_\_\*\*\_\_\_\_.**
- **The interest rate shall be \_\_\_\_\*\*\_\_\_\_% per annum computed on an actual day basis for the days and amount of the overdraft.**

\*\*The charge for overdrafts is on a per item basis and is set by your relationship manager.

The rate for uncollected funds use is based on our prime borrowing rate plus 3%. The formula for this fee is shown below.

$$(\text{average daily negative collected balance}) \times (\text{overdraft rate}) \times (\text{days in period}) / (360)$$

**In the event a check or checks shall be presented for payment where there are insufficient funds for the purpose of paying checks, the Depository Bank agrees to promptly notify the Treasurer, by telephone or other means, of the overdraft condition, and to provide the Treasurer a period not exceeding one business day to respond and rectify the condition.**

Acknowledged.

**vi. Other stipulations**

**A. Regulation Notices.**

**The successful Proposer shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would affect the Depository Services Contract.**

Acknowledged.

**B. Wire Transfers.**

**Notification of wire transfers shall be made by a written confirmation mailed to the City the same day of the transaction and also be available by an internet-based online reporting system.**

Acknowledged. The City can track the status of transfers by accessing our wire transfer reports, and through alerts sent by Wells Fargo.

**Online wire transfer**

If you initiate wires online, you can track their status through the Summary Wire Transfer Activity and Detail Wire Transfer Activity reports. These intraday reports show the status of a wire in real-time at all stages from initiation to approval, and release.

In addition, you can receive optional notifications\* about wire activity completed through our online wire transfer service. You can receive notifications of the following activities by email, fax, or text message (or all three):

- Rejected wires
- Wire requiring approval
- Successfully and unsuccessfully processed wires

\*Additional fees may apply.

You can define the frequency of the notifications (immediately, once per hour, once every two hours, once daily, or twice daily) and the level of importance for each one — critical or noncritical. We send critical notifications immediately and noncritical notifications according to the frequency you select.

**C. Right to Cancel Contract.**

**In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the Depository Bank to comply with the requirements of the Depository Services Contract, then the City expressly reserves the right and privilege to cancel the Depository Services Contract and to re-propose.**

Acknowledged.

**D. Right to Audit Records.**

**The Depository Bank's records relating to the City's accounts shall be open for review during normal business hours by designated City staff members or City appointed independent auditors.**

Acknowledged.

**E. Financial Reports**

**The proposing institution shall submit a copy of the latest audited annual financial statements, the past two most recent quarterly FDIC call reports, the Uniform Bank Performance Report for the latest fiscal year end, and Depository's rating from an independent deposit-rating agency, all as Attachment D.**

Please see response in Tab 11, Attachment D.

**vii. Proposal requirements**

**A. Certification.**

**Proposer must be an institution qualified under current state law to serve as the City's Depository Bank.**

Acknowledged. Wells Fargo is a Qualified Public Depository (QPD) as defined in Chapter 280, Florida Statutes. A copy of our QPD is included within Tab 6, Business license section.

**B. Transfer of Funds.**

**Transfer of funds will commence at such time the successful Proposer has provided the City with all required forms and supplies necessary to insure uninterrupted day-to-day operations. Proposer shall, upon termination of contract, cooperate with the new Depository Bank for transfer of funds.**

Acknowledged.

**C. Contact with Other City Officials or Employees.**

**In order to ensure fair and objective evaluation of Proposals, all questions should be addressed only to the [www.bidsync.com](http://www.bidsync.com) website.**

Acknowledged.

**D. Unit Prices and Extension Discrepancies.**

**If unit prices and their extensions do not coincide, the City will accept the price(s) resulting in the lesser amount(s).**

Acknowledged.

**E. Use of Quantity Estimates.**

**Estimated quantities have been listed within the Proposal. The City reserves the right to increase or decrease quantities during the contract period, depending upon the City's needs.**

Acknowledged.

**viii. Other miscellaneous**

**A. Periodic Review.**

**The City shall require a review meeting at least once every six months to evaluate the working relationship between the City and the Depository Bank. The objective shall be to address any problems and to seek solutions, as well as keeping abreast of changes, new services, or new requirements.**

Your current relationship team will be happy to meet with the City as requested.

**B. RFP and Resulting Contract.**

**The final appointment of the Depository Bank shall be made by the City by a contract award of the City Commission. The successful Proposer may be required to execute a new Depository Services Contract which incorporates all of the requirements of this RFP, accompanying related schedules and materials as called for in this RFP, and any exceptions, conditions, or qualifications to the specifications included herein as deemed appropriate by the City. In the alternative, this fully executed RFP and accompanying related schedules, attachments, and materials shall constitute the Depository Services Contract upon acceptance and execution by the City.**

Acknowledged.

**C. Designating Officials.**

**The Proposer shall provide a list of contact personnel within the financial institution for communication and assistance with the City:**

<b>Description</b>	<b>Name</b>	<b>Phone</b>	<b>Email</b>
<b>Relationship Officer</b>	Lance Aylsworth, VP	305-789-4824	lance.aylsworth@wellsfargo.com
<b>General Information</b>	Lance Aylsworth, VP	305-789-4824	lance.aylsworth@wellsfargo.com
	Jacqueline Kobialko, VP	954-467-5125	jacqueline.kobialko@wellsfargo.com
<b>Investments &amp; Safekeeping</b>	Steven Stewart	404-214-1660	stephen.stewart@wellsfargo.com
<b>Accounting/Bookkeeping</b>	Lance Aylsworth, VP	305-789-4824	lance.aylsworth@wellsfargo.com
	Jacqueline Kobialko, VP	954-467-5125	jacqueline.kobialko@wellsfargo.com
	Karmen Stewart	305-789-4691	karmen.stewart@wellsfargo.com
	Michelle Millington, AVP	561-366-5571	michelle.millington@wellsfargo.com
<b>Deposit Discrepancies</b>	Ashlye Edwards	904-634-6382	ashlye.edwards @wellsfargo.com
	Jacqueline Kobialko, VP	954-467-5125	jacqueline.kobialko@wellsfargo.com
	Karmen Stewart	305-789-4691	karmen.stewart@wellsfargo.com
	Michelle Millington, AVP	561-366-5571	michelle.millington@wellsfargo.com
<b>Controlled Disbursement</b>	Jacqueline Kobialko, VP	954-467-5125	jacqueline.kobialko@wellsfargo.com
	Karmen Stewart	305-789-4691	karmen.stewart@wellsfargo.com
	Michelle Millington, AVP	561-366-5571	michelle.millington@wellsfargo.com
	Ashlye Edwards	904-634-6382	ashlye.edwards@wellsfargo.com
<b>Balance Reporting</b>	Jacqueline Kobialko, VP	954-467-5125	jacqueline.kobialko@wellsfargo.com
	Michelle Millington, AVP	561-366-5571	michelle.millington@wellsfargo.com
	Ashlye Edwards	904-634-6382	ashlye.edwards@wellsfargo.com
<b>Account Reconciliation</b>	Jacqueline Kobialko, VP	954-467-5125	jacqueline.kobialko@wellsfargo.com
	Michelle Millington, AVP	561-366-5571	michelle.millington@wellsfargo.com
	Ashlye Edwards	904-634-6382	Ashlye.edwards@wellsfargo.com

<b>ACH Processing</b>	Jacqueline Kobialko, VP	954-467-5125	jacqueline.kobialko@wellsfargo.com
	Michelle Millington, AVP	561-366-5571	michelle.millington@wellsfargo.com
	Ashlye Edwards	904-634-6382	ashlye.edwards@wellsfargo.com
<b>Other Contacts</b>	<b>Client Services Officer</b> Ashlye Edwards	904-634-6382	ashlye.edwards@wellsfargo.com

#### **D. Depository Information.**

**Please answer the following questions or requested information concerning the Depository.**

**List references from at least three of the Depository's current, comparable governmental clients. Include the length of time under contract, a client contact with title, phone number, and email address.**

Please refer to Tab 8 titled, "References," within this document.

**Based upon the services required by the City, please provide a proposed timeline for implementation of the contract including the timeline activities and direct responsibilities of the City and the Depository during implementation.**

Because Wells Fargo is the City's current banking services provider, there would be no need for an implementation project, a conversion plan or an implementation timeline. More importantly, the City would not experience the expense and staff time related to a bank conversion. The City would continue their daily banking processes on a "business as usual" basis.

At any time during the course of the contract, the City adds new products or services your implementation of those services will be led by your dedicated implementation coordinator who is already familiar with the City staff to define and document requirements and develop a comprehensive implementation plan. The implementation coordinator will manage the project through final delivery and product training and usage, providing the City with a single point of contact and a positive implementation experience.

**Provide a copy of all agreements (including those not directly referenced in this RFP) which will be required to be executed under the contract.**

Sample Agreements are included within the appendix section of this response.



**The Depository awarded the contract will be required to review the then-current City Investment Policy and certify in writing that the Depository has sufficient controls in place to avoid transactions not authorized by the Policy.**

Wells Fargo will adhere to the Fort Lauderdale Investment Policy when transacting securities business with the City.

**A pre-award interview may be conducted onsite at the Depository prior to contract award. Please provide the City with a contact name for arranging the pre-award interview.**

**Wells Fargo Representatives to contact:**

Relationship Manager:  
Lance Aylsworth, VP

(305) 789-4824  
(786) 306-7404 Cell  
lance.aylsworth@wellsfargo.com

Treasury Management Sales Consultant:  
Jacqueline Kobialko, VP

(954) 467-5125  
(954) 654-1645 Cell  
jacqueline.kobialko@wellsfargo.com

**Are the branch banking centers capable of accepting routinely made deposits or do you require deposits be made at your vault?**

Wells Fargo will continue the services in place for the City. We have outlined all of our depository options below.

The sections that follow describe our depository service options:

- Branch (Banking Store)
- Night depository
- Cash vault
- SafeVantage (remote cash deposits)
- ATM
- Remote deposit capture

**Night depository**

Most of our full-service banking stores have a convenient night depository for the City.

You must make deposits in secure plastic, tamper-evident, dual-pouch bags. We process them at the banking store and verify the cash later, either in the banking store or at a nearby Wells Fargo cash vault. Audit controls are in place to ensure that we count and verify your deposit accurately.

You receive same-day credit for checks, provided you make your deposit prior to the disclosed cutoff time.

The safety and security of the City is a top priority for Wells Fargo. Therefore, we have implemented strategic policies and procedures and we use security equipment to minimize risks to our night depository customers.

### **Cash vault (by armored carrier)**

You must make deposits in secure plastic, tamper-evident, dual-pouch bags. You can make deposits at any of the vaults located in our nationwide network.

You can also place coin and currency orders — as well as order supplies — to ensure you have sufficient coin and currency on hand to support 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), and cash only deposits.

We have extensive measures in place at all cash vaults and processing areas to secure the physical facilities and to ensure the integrity of the deposit process.

In addition to cash vaults owned by Wells Fargo, we work with Brinks, Loomis, and Garda to provide an expanded network of cash vault locations.

### **SafeVantage (Remote cash deposits)**

In each of your locations, a safe equipped with bill validating and counterfeit detection technology can be installed. Your employees will simply insert stacks of currency into the bill validators. The safe counts the cash, examines the bills, and rejects any suspected of being counterfeit. It also tracks deposits by employee ID.

The safe prepares your deposits and reports them to Wells Fargo. You receive provisional credit for the cash in the safe before it physically reaches the bank. You can view transaction information through standard Wells Fargo reporting channels.

The safe holds your cash until it is picked up and delivered safely to the cash vault. Depending on your safe capacity and cash volume, you may be able to reduce the number of courier pick-ups you need per week.

In addition to currency deposits, the safe also accepts a manual type of deposit.

- **Manual.** Used for unfit and rejected bills as well as occasional checks or travelers' checks

Location reporting at the end of a shift or end of day takes seconds. When you close out a safe, a report prints automatically that shows the deposit amount by employee, the end of shift total, and the end of day total. To simplify reconciliation, we identify each type of deposit — currency, manual, and change order — by a different description on your reporting services.

## ATM

You can make business deposits at most Wells Fargo ATMs 24 hours a day, 7 days a week. You receive same-day credit for checks, provided you make your deposit prior to the disclosed cutoff time.

The safety and security of our customers is a top priority for Wells Fargo. Therefore, we have implemented strategic policies and procedures and we use security equipment to minimize risks to our ATM customers.

To help protect your account against fraud, the ATM card only permits deposits to your account, and account balances are not included on deposit receipts or shown on the ATM screen. You can't make withdrawals, transfers, or balance inquiries.

## Remote deposit (Desktop Deposit)

You can save time and money by depositing checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. An extended deposit deadline of 10:00 p.m. ET for same-day ledger credit means faster notice of returned items.

Using a desktop scanner, you simply scan checks and create digital images of the checks. You then review and transmit the images to Wells Fargo through our online banking service. There are no restrictions on check eligibility; you can scan all checks drawn on U.S. banks.

## Mobile

You can capture check images and deposit funds to your account using the camera of an iPhone or iPad<sup>1</sup>, or an Android<sup>2</sup>. This lets mobile users, such as field offices and route drivers, accept checks from customers and deposit<sup>3</sup> them immediately.

<sup>1</sup>Requires an iPhone or iPad, running iOS version 5.1 or above.

<sup>2</sup>Requires an Android OS 4.0 or higher when downloaded from Google Play.

## **Is the Depository offering any transition or retention incentive to the City? If so, please describe in detail.**

Wells Fargo is offering a \$10,000.00 credit to be utilized toward implementation and setup fees for the implementation of new services during the first two years of the new banking services contract.

**City employees collect coins and currency from parking meters on a daily basis (Mon. – Fri.) into locked collection containers. The coins will be machine-counted, with 98% sorted by denomination, bagged at our facility, and delivered to the bank by the armored car company. Large sealed plastic coin deposit bags, approved by the armored car company, are used to transport coin deposits. Proposer response must include maximum bag limits by denomination, of any, for coin deposits. The cash is delivered to the bank the following day. Currency is machine-counted, mixed denominations and orientation, and bundled in sealed plastic deposit bags for deposit. The armored car company picks up and delivers currency as well. Under a separate contract, the City uses armored car companies to pick up our cash and take it to their “vault” for storage and same day credit to our account through an agreement with our current bank. If the successful bank does not have a “coin vault” of its own, it must reflect to the City, its contractual relationship(s) with various armored car companies sufficient to handle our large quantity of coinage. Approximately 15 - 30 full bags of coins and 10 – 20 full bags of currency are deposited daily, an estimated 7,800 bags annually. Each bag is prenumbered and the bidders shall describe their ability to track and report on each bag and the deposit amount by bag number.**

Wells Fargo maintains a full service Cash Vault in Miami as well as West Palm Beach. Currently, the City of Ft. Lauderdale utilizes our Miami location. Wells Fargo will continue to provide the service that is in place today.

The maximum bag limit by denomination is as follows:

- **Standard Coin Bag** = Bag containing predefined amount of one denomination

<b>Denomination</b>	<b>Standard Half Bag Amount</b>	<b>Standard Full Bag Amount</b>
<b>Pennies</b>	\$ 25	\$ 50
<b>Nickels</b>	\$ 100	\$ 200
<b>Dimes</b>	\$ 500	\$ 1,000
<b>Quarters</b>	\$ 500	\$ 1,000
<b>Halves</b>	\$ 500	\$ 1,000
<b>Dollars</b>	-----	-----
Sacagawea	\$ 500	\$ 1,000
Eisenhower	\$ 500	\$ 1,000
Susan B. Anthony	\$ 1,000	\$ 2,000

## Cash vault reporting

We provide deposit adjustment notices to let you know about discrepancies. Our procedures vary based on where we process your deposits. You can also review adjustments on your bank statements, online reports\*, and file transmissions.\*Additional fees apply for reports.

You receive an adjustment notice by mail, email, or fax. Notices include the deposit date, declared amount, verified currency total by denomination, and location number (if applicable). You can choose to receive a phone call notification for all adjustments of more than \$100.

There are two Cash Vault Reporting options available today:

- **Cash Vault Search and Results Inquiry via CEO®:** Provides online access to six months of rolling history on cash vault deposits and coin/currency orders. Customers can confirm deposits, view adjustments, orders placed, and orders filled . There is no charge for access to Cash Vault Inquiry on the *CEO*.
- **Cash Vault Detail Reporting:** Provides cash vault activity detail reporting that allows flexible reporting options. There are eight different reports available, and reports can be received in the following formats: PDF, Excel, and CSV via four delivery channels (email, transmission, fax and mail). There is a charge to access these reports.

### Overview:

- Provides online access to six months of rolling history on cash vault deposits and coin/currency orders
- Confirm deposits, view adjustments, orders placed, and filled orders
- There is no charge for access to Cash Vault Inquiry on the *CEO*
- User Restriction Capability: Customers can restrict user access to specific accounts
  - Subaccount customers are required to enter the location # and up to ten locations may be selected per search

This table specifies the **CEO Inquiry** search capabilities and fields.

Searches	Search Criteria	Required Field
<b>Deposit Activity Search</b>	<ul style="list-style-type: none"> <li>▪ Activity Type -All Deposits, Adjusted Deposits, Adjustments</li> <li>▪ Account Number</li> <li>▪ Location Number</li> <li>▪ Amount</li> <li>▪ Date</li> </ul>	<ul style="list-style-type: none"> <li>▪ Account Number</li> <li>▪ Date</li> </ul>
<b>Order Activity Search</b>	<ul style="list-style-type: none"> <li>▪ Activity Type - All Orders, Filled Orders</li> <li>▪ Account Number</li> <li>▪ Location Number</li> <li>▪ Date</li> </ul>	<ul style="list-style-type: none"> <li>▪ Activity Type</li> <li>▪ Account Number</li> <li>▪ Date</li> </ul>

The image below is a sample of the mailed cash vault deposit correction notice.

<b>WELLS FARGO</b>	Cash Vault Administration 9000 Flair Dr. 1st Floor - Mac E2002-016 El Monte, CA 91731-2826
September 2, 20XX	
<b>SAMPLE</b>	
HENRY WELLS 123 ANY STREET YOUR TOWN CA 12345	
Did you know you can receive information about your adjustments faster and from the convenience of your desktop? Please contact your banker to learn more about Cash Vault on the Commercial Electronic Office portal.	
<b>Deposit Correction Notice - Charge</b>	
To Whom It May Concern:	
We charged your account number ending in 0161 on xx/xx/xx, to correct your deposit of \$1,841.11 on xx/xx/xx, for the following reason:	
Currency Difference Counterfeit \$20	
<b>Totals Listed on Deposit Slip:</b>	<b>Verified Currency Denominations:</b>
Currency: 1,797.00	100's: 0.00
Coin: 44.11	50's: 150.00
Checks: 0.00	20's: 0.00
Other: 0.00	10's: 1,060.00
Listed Total: 1,841.11	5's: 500.00
	2's: 42.00
	1's: 25.00
	<b>Total: 1,777.00</b>
Charge Correction:	\$20.00
If you have any questions about this adjustment, please call your Customer Service Officer or Customer Service.	

### Banking store and night depository

You receive an adjustment notice by mail or email. The notice includes the amount, reason for the adjustment, and location code (if applicable).

The image below is a sample of the mailed deposit correction notice.



Southwest Adjustments  
MAC S3928-031  
P.O. Box 29700  
Phoenix, AZ 85038-9700

April 5, 20XX

WIDGETS, INC.  
ATTN ACCOUNTING DEPT  
400 WEST BLVD  
MINNEAPOLIS, MN 55448

Case Reference: A-7040500298  
Account Number: 182 - XXXXXX4407  
Store/Location Number: 34

Dear WIDGETS, INC:

We are writing to you about an important matter concerning the above-referenced account. We are reversing a credit in the amount of \$ 6.54 that posted to your account on 4/5/20XX in error. Our research indicates this error has been previously corrected. Your account has been debited \$ 6.54 on April 5, 20XX to correct the error. Please update your records to reflect this change.

Wells Fargo is committed to providing the highest quality customer service. We apologize for any inconvenience this has caused you. If you have questions or require additional information, please call your service officer directly or call Wells Fargo Treasury Management Client Services at 1-800-AT-WELLS (1-800-289-3557) Monday through Friday from 6 a.m. to 7 p.m. PT.

Sincerely,

Adjustments Department

**We also periodically request wrapped coinage for our utility billing customer service operations.**

Wells Fargo will continue to provide this service as we do today.

**By the very nature of a parking meter, foreign coin is often included in the daily collection. The bank's procedures and/or contracts should provide for this and provide for the ultimate collection and deposit of foreign coin. Proposer shall address in detail their practice and procedures for the deposit of various foreign coin into the City's account.**

Foreign currency deposits should be deposited on a separate deposit ticket for each type of currency. The Cash Vault will process and credit the City at the current available exchange rate.



**The City currently utilizes Intuition, an outside lock box provider, for processing Utility Bills, Special Assessments, Business Tax Receipts and certain Parking Citations, Police & Fire Alarm Fees and Fire Inspections. The successful Contractor will be required to work with Intuition, or the City's current lock box provider in partnership with the City to achieve a seamless payment process guaranteeing proper accounting, safeguarding and disposition of City funds.**

Wells Fargo will continue to partner with Intuition or the provider in place, as required by the City.

**The City currently utilizes a deposit tracking service on its Master Account in order to facilitate reconciliation of the account. This service basically involves special deposit slips for each City facility responsible for depositing funds in the Master Account allowing bank statements to be prepared reflecting the locations of the deposits flowing into the Master Account. All deposit corrections made to the Master Account shall include the tracking number of the original deposit slip.**

Wells Fargo will continue to provide the Deposit Location Reporting service currently in place on your Master Account today. This service provides for the deposit tracking required by the City.

Deposits made with a pre-encoded deposit ticket will show a location number in the adjustment.

**The City will require a special arrangement occasionally for cash availability on 2 hour, or less, notification, of up to \$300,000. This money will consist of bills in denominations of \$10's, \$20's, \$50's and \$100's, marked currency, for Police Department use.**

Acknowledged. Wells Fargo will continue to accommodate this special arrangement as we have in the past.

**The Bank shall provide information regarding their disaster recovery plan, including specific plans related to serving the City in the event of a disaster.**

Please see the City of Ft. Lauderdale's Disaster Recovery Plan attached in the Appendix section of this response. Your relationship team will work with the City further to provide a more detailed customized plan in the event of a disaster if needed

We have a business continuity plan that consists of multiple recovery strategies for each core line of business, function, product, and service. If a disaster or emergency occurs, every attempt is made to restore and maintain normal service levels as soon as possible.

Our core processes and procedures for business continuity planning remain consistent for a wide variety of disasters or emergencies, including earthquakes, fires, floods, and pandemic disease. Although components of our business continuity plan may vary based on the nature of an event, we have identified four main areas that are most commonly affected, and provide our general approach to each below.

## Systems

To minimize the severity of system interruptions, we have instituted redundancies for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted application(s).

## Telecommunications and power

Wells Fargo works with multiple telecommunications and power companies to create a redundant network to minimize the likelihood of an outage. If an outage occurs, however, we take reasonable action to implement manual alternatives.

## Operations facilities

If a disaster occurs at one of our primary operations centers, we use alternate geographically dispersed processing centers to take over day-to-day processing and support until the primary center returns to normal operating conditions.

## Transportation

If air or ground transportation is temporarily unavailable, we take reasonable action to use alternative methods, given available transportation options.

**A contact name(s), phone number(s), and e-mail address(es) with 24/7 accessibility shall be provided to the City and maintained in a current status during the contract period.**

## Wells Fargo Representatives to contact:

### Relationship Manager:

Lance Aylsworth, VP

(305) 789-4824

(786) 306-7404 Cell

lance.aylsworth@wellsfargo.com

### Treasury Management Sales Consultant:

Jacqueline Kobialko, VP

(954) 467-5125

(954) 654-1645 Cell

jacqueline.kobialko@wellsfargo.com

**The bank will be required to accept electronic funds transfers in the form of Letters of Credit (LOC) and Electronic Funds Transfers (EFT's) from other public/private/governmental agencies for deposit into City accounts. Receipt of such transfers and their accompanying messages shall be transmitted to a designated fax machine at the City or over the Internet.**

Wells Fargo provides the City receipt of such transfers through our Event Messaging service. This service delivers time-critical information when you need it by e-mail, text message, or fax, without having to sign on to the Commercial Electronic Office (CEO®) portal.

Through customized notification options, you may subscribe to messages and define the criteria, timing, and delivery channel you need. When an event occurs that matches your individual criteria, Wells Fargo will notify you that the event occurred.

#### Benefits to the City:

- **Convenience.** Save time by subscribing to the messages you need for your business and the Event Messaging service will proactively send you a notification to let you know when to take action.
- **Multiple delivery channels.** For each message, you define if you want the information delivered via e-mail, Fax, text message, or all three. Additionally, you can view all notifications online through the CEO portal.
- **Consolidated delivery or immediate notification.** Choose to be notified immediately, once every hour, once every two hours, once a day, or twice a day. You can also designate each of your notifications as critical or noncritical. Critical notifications will be sent to you immediately. Noncritical notifications will be sent according to the time and frequency you specify and can be packaged into a single notification at specific time intervals.
- **Customized notification options.** You can further customize each alert by specifying the applicable criteria, such as account numbers, wire types, or dollar thresholds. For example, you may instruct Wells Fargo to send you a text message whenever a domestic incoming wire over \$500,000 is received in your operating account.
- **In order to encourage financial institutions toward greater investment in low to moderate income neighborhoods, the City is asking that you include your current Community Reinvestment Act (CRA) Strategic Plan with your proposal. The CRA Plan's targeted impact on the City of Fort Lauderdale will be worth 5% of the total score. Include in your proposal as Attachment N.**
- Please see response in Tab 11, Attachment N2.
- **Please provide a proposal detailing what type of partnership you would be willing to form with the city to stabilize neighborhoods in our community. For example, recently a bank developed a partnership with a Midwestern municipality to donate 75 foreclosed houses to the city along with up to \$875,000 to rehab or demolish them. The partnership proposal is worth 5% of the total score. Include in your proposal as Attachment O.**

Please see response in Tab 11, Attachment O.

- **The Bank shall provide a list of current and pending foreclosures. All properties must be registered with the City's registration program in accordance with City Ordinance No. C-12-38 (Exhibit 5). Proposers must demonstrate compliance with the requirement prior to evaluation. Include in your proposal as Attachment P.**

Please see response in Tab 11, Attachment P.

## Appendix

- i. Community Development Overview-Attachment O*
- ii. Broward Fact Sheets and CRA Report-Attachment N (2)*
- iii. Timeline*
- iv. Disaster Recovery*
- v. Superior Press Catalog*
- vi. Sample Agreements*

## **i. Community Development Overview-Attachment O**

# Supporting our South Florida Communities

## South Florida



Total contributions to non-profits and schools:

**\$3,212,443**

Number of non-profits and schools funded:

**299**



Total team member contributions during the Community Support and United Way Campaign:

**\$657,568**

Total team member volunteer hours:

**26,726**

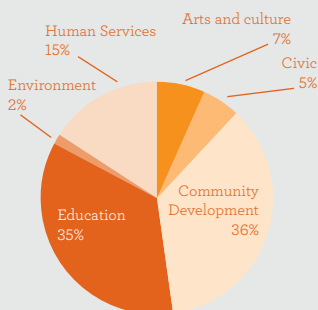


**2,010** children were reached through Teach Children to Save



**1,866** students were reached through Get Smart About Credit

## 2013 grants by program area



*"We're responsible for promoting the long-term economic prosperity and quality of life for everyone in our communities. If they prosper, so do we."*

— Vision & Values, page 31

## Strengthening South Florida: 2013 in review

At Wells Fargo, we want to help all of our customers succeed financially, promote long-term economic growth and help improve the quality of life for everyone in our communities. We foster economic development and self-sufficiency through community development, financial education, contributions, affordable housing, environmental stewardship, and most importantly, through the volunteer efforts of our enthusiastic team members. Our success comes from a time-tested formula: local people making local decisions because they know best what their communities need.

In 2013, Wells Fargo invested more than \$3.2 million in nonprofits and schools in South Florida that are working to strengthen our diverse communities. We direct our giving to areas important to the future of our nation's vitality and success. Our first priority is to support programs and organizations whose chief purpose is to benefit low- and moderate-income individuals and families. Our primary focus areas are education and community development, although we also support programs in the areas of human services, environmental, civic, and arts and culture.

## Leading in our communities

Wells Fargo team members have a proud history of supporting their communities. That spirit is central to our Vision & Values and has been an integral part of our culture since our company's founding more than 160 years ago.

Our team members lead in their communities by giving their time to teach money management skills, build homes, mentor youth, raise funds, and serve on nonprofit boards. In 2013, our South Florida team recorded more than 26,000 volunteer hours. In addition, they personally donated more than \$600,000 to nonprofits and schools during the 2013 Community Support and United Way Campaign. In 2013, United Way Worldwide named Wells Fargo's annual Community Support and United Way Campaign as #1 for the fifth year in a row.

\* South Florida region includes the following: Boca Raton in Palm Beach, Broward, Miami-Dade, and Monroe.  
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Together we'll go far





## Building strong communities

Our community development efforts in 2013 included foreclosure prevention, neighborhood stabilization and revitalization, and sustainable homeownership, all to help build strong communities into the future.

### NeighborhoodLIFT™ Local Initiative Grants

Wells Fargo's **NeighborhoodLIFT™** program, launched in 2012, with \$30 million in down payment assistance grants and homebuyer education programs to help make homes more affordable for eligible homebuyers in Florida. The program also provided more than \$1.15 million in local initiatives grants in Miami. The grants support local housing priorities and are concentrated in five key areas: affordable housing and rehabilitation for low-income residents; housing and services for the homeless; workforce development programs; small and micro-business assistance; and neighborhood beautification.

### Priority Markets Initiative Grants

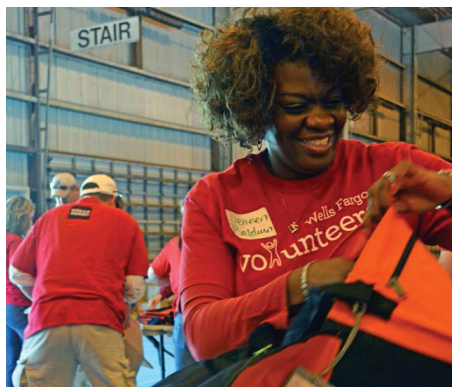
The Priority Markets Initiative provides grant support for neighborhood stabilization projects located in distressed areas that have been designated for revitalization to stimulate growth, stability, and investment. In 2013, three grants representing \$320,000 were awarded in South Florida.

### Wells Fargo Housing Foundation Grants

The Wells Fargo Housing Foundation supports community development efforts in Florida through programs such as the **Home Ownership Grant Program**, which provides financial resources to local nonprofit housing organizations to create sustainable homeownership opportunities for low- to moderate-income individuals, and the **Team Member Volunteer Grant Program** that provides financial support to nonprofit organizations when Wells Fargo team members help build, renovate, paint, or repair a home for the same. Funding awarded in South Florida for these two programs in 2013 totaled more than \$100,000.

### REO/military home donations

Wells Fargo Home Mortgage (WFHM) helps stabilize communities by donating Real



Estate Owned (REO) homes to nonprofit organizations and local municipalities with a history of providing sustainable, affordable homeownership. Many of the nonprofit groups work with volunteers and local resources to rehabilitate the donated homes, which are then rented or sold to eligible families. WFHM donated nine REO homes in South Florida in 2013.

WFHM also donates REO properties to deserving veterans. We work with organizations like the Military Warriors Support Foundation and Operation Hope to identify veterans and match them with available properties. In 2013, we donated 20 mortgage-free homes to deserving veterans in Florida — just one of the many ways we salute those who have served our country.



**“For more than 160 years, Wells Fargo has been proud to invest resources that are helping make a difference in the communities we serve.”**

— Joe Atkinson  
South Florida Regional President

## Committing to education

As a primary focus area, Wells Fargo is committed to supporting education in Florida. We support programs that:

- Promote academic achievement for low- to moderate-income students;
- Advance teaching through professional development and support; and
- Facilitate merit-based access to higher education for underrepresented groups.

Our support includes funding for organizations like the First Generation Scholarship Fund at Florida International University and the Education Fund of Miami's Plant A Thousand Gardens Collaborative Nutrition Initiative (CNI). We also have a long history of supporting local education foundations serving K – 12 public schools as well as colleges and universities.

## Improving financial literacy

Our Vision & Values emphasize the importance of financial education — the gateway to economic self-sufficiency. We offer several tools and programs including our free **Hands on Banking®** program with modules

specifically designed for kids, teens, adults, entrepreneurs, seniors, and the military.

Our team members are also working to improve financial literacy in their South Florida communities. In fact, in 2013, team members delivered financial education lessons to more than 3,800 students and families during our *Teach Children to Save* and *Get Smart About Credit* campaigns.

To further our commitment to financial literacy, Wells Fargo continued its support of the Financial Capability Network in partnership with United Way Worldwide. United Way of Miami-Dade was among only eight selected across the Wells Fargo enterprise to receive funding to provide low- and moderate-income families and individuals with financial education, access to safe and effective financial products, and training on how to use them.

## Protecting our environment

In 2013, Wells Fargo furthered its commitment to support environmentally focused projects through our *Environmental Solutions for Communities* grant program in association with the National Fish and Wildlife Foundation. Five organizations in Florida received grants totaling \$175,000 to support projects that promote land and water conservation, energy efficiency, infrastructure, and educational outreach. Additionally, the company provided grants to environmental nonprofits in South Florida such as University of Miami's Rosenstiel School of Marine and Atmospheric Sciences (RSMAS) and the Climate Leadership Engagement Opportunities (CLEO) Institute.

## Helping small business

We know that small businesses are critical to economic growth, job creation, and prosperity. That's why we're proud to financially support organizations across South Florida that help small businesses succeed with micro-loans, technical assistance, and incubation. We're also proud to be the #1 SBA lender\* in Florida for the fifth consecutive year, providing capital for entrepreneurs and business owners to help create or grow their business and drive economic recovery.

### Wells Fargo in South Florida



**Banking locations:**  
147



**ATMs:**  
277



**Deposits:**  
\$23.5 billion\*



**Team members:**  
4,000

\*Reported by the Small Business Administration, fiscal year ending 09/30/13.

\*Reported by FDIC as of June 30, 2013.



# 2013 South Florida Grant Recipients

100 Plus Animal Rescue	Broward Partnership for the Homeless	Florida Keys Society for the Prevention of Cruelty to Animals	Development Corporation	Ronald McDonald House — Fort Lauderdale
4KIDS of South Florida	Broward Performing Arts Foundation	Florida Lions Eye Bank	Live Life Healthy Foundation	Royal Dames of Cancer Research
Accion East	Camillus House	Florida's Children First	Ludlam Elementary School	Ruth Rales Jewish Family Service
Arc Broward	Carrfour Supportive Housing	Friends of HOM Booster Club Inc	Mae Volen Senior Center	Saint Brendan High School
Actors Playhouse Productions	CBG of Miami Dade and Vicinity, Inc.	G. Holmes Braddock Senior High	Magnet Educational Choice Association	Saint John Community Development Corporation
Adolph and Rose Levis Jewish Community Center	CCDH	Gay and Lesbian Community Center of Greater Fort Lauderdale	March of Dimes — Miami	School Board of Broward County
Adrienne Arst Center for the Performing Arts Foundation	Center for Independent Living of South Florida	Gay Men's Chorus of South Florida	Melrose Elementary School	SCORE — Boca Raton
Adults Mankind Organization	Center for Strategic Philanthropy and Civic Engagement	Genesis Center for Growth and Development	Mentoring Valuable Proteges	Somerset Academy
AIDS Healthcare Foundation	Centro Campesino Farmworker Center	Goodwill Industries — South Florida	Metro Broward Economic Development	SOS Childrens Villages Florida
American Association of Caregiving Youth	Chapman Partnership	Gift of Life Bone Marrow Foundation	Perez Art Museum Miami	South Florida Art Center
American Cancer Society — Boca Raton	ChildNet	Gilda's Club of South Florida	Miami Book Fair International	South Florida Autism Charter Schools
American Cancer Society — Fort Lauderdale	Childrens Home Society of Florida — Miami	Girl Choir of South Florida	Miami Cerebral Palsy Residential Services	South Florida Center for Financial Training
American Cancer Society — Miami	Childrens Village	Gold Diggers	Miami Children's Hospital Foundation	South Florida Community Development Coalition
American Debt Counseling	Citizens for a Better South Florida	Good Hope Equestrian Training Center	Miami Dade College	South Florida National Parks Trust
American Diabetes Association — Fort Lauderdale	City of Hialeah	Goodwill Industries — South Florida	Miami Dade College Foundation	South Florida Progress Foundation
American Diabetes Association — Miami	City Reach Community Development Corp	Greater Miami Jewish Federation	Miami Foundation	South Florida Wildlife Center
American Foundation for Suicide Prevention — Boca Raton	City Year — Miami	Greater Miami Service Corps	Miami Foundation for: Miami-Dade County League of Cities	Southern Florida Minority Supplier Development Council
American Heart Association — Greater Miami/Fort Lauderdale	CLEO Institute	Greenhouse Institute	Miami Jewish Health Systems Foundation	Spanish River Presbyterian Church
American Red Cross — Plantation	Coalition of Florida Farmworker Organizations	Habitat for Humanity — Broward County	Miami Kiwanis Youth Foundation	Special Olympics — Miami
Animal Aid	Collaborative Development Corporation	Habitat for Humanity — Greater Miami	Miami Lakes Middle School	Stand Among Friends
Ann Storck Center	Come As You Are To Jesus Christ	Habitat for Humanity — South Palm Beach County	Miami Music Project	Start Off Smart
Aqua Foundation for Women	Commonwealth Institute — South Florida	Haitian Heritage Museum	Miami Science Museum	Stranahan House
Archdiocese of Miami	Community Foundation of Broward	Haitian Neighborhood Center Sant La	Miami Theater Center	Sunshine Social Services
Archimedean Academy	Consolidated Credit Counseling Service	Health Choice Network of Florida	Miami World Cinema Center	Susan G. Komen — Miami
Archways	Cooper City High School Band Parents Association	Healthy Mothers, Healthy Babies Coalition of Broward County	Miami's River of Life	Symphony of the Americas
Areawide Council on Aging of Broward County	Cooperative Feeding Program D/B/A LifeNet4Families	Henderson Behavioral Health	Minority Development and Empowerment	Taylorled Athletes Sports
BAC Funding Corporation	Coral Gables Community Foundation	His House	Miracle League of Miami Dade	Team Aaron
Baptist Health of South Florida	Coral Gables Preparatory Academy	Holy Cross Hospital	Muscular Dystrophy Association — Fort Lauderdale	Team Footworks Educational and Fitness Corporation
Baptist Health South Florida Foundation	Coral Restoration Foundation	Hospice by the Sea	Museum of Discovery and Science	Temple Beth Am
Bartons Boosters	Covenant House Florida	Human Services Coalition dba Catalyst Miami	Nat King Cole Generation Hope	The Rotary Club of Miami Florida Foundation
Beacon Council Economic Development Foundation	Cuban American CPA Foundation	Humane Society of Greater Miami	National Foundation for Advancement in the Arts	Tigertail Productions
Belen Jesuit Preparatory School	Cypress Bay Baseball Booster Club Corp.	Humane Society of Broward County	National Gay and Lesbian Task Force — Miami	Tomorrow's Rainbow
Best Buddies International — Miami	Cystic Fibrosis Foundation — Fort Lauderdale	I Care I Cure Childhood Cancer Foundation	National Multiple Sclerosis Society — Fort Lauderdale	Tri County Humane Society
Beta Beta Lambda Alpha Phi Alpha Education Foundation	Darrell Gwynn Foundation	I Have a Dream Foundation of Miami	National Parkinson Foundation — Miami	TSR Adventures
BHP Community Land Trust	David L. Singer Memorial Foundation	International Game Fish Association	Neighborhood Housing Services of South Florida	Tuesday's Angels
Big Brothers Big Sisters of Broward County	Deerfield Beach Elementary	Jack and Jill Children's Center	New World School of the Arts	U.S. Conference of Catholic Bishops f/b/o Saint John Bosco
Big Brothers Big Sisters of Greater Miami	Deliver the Dream	Jackson Memorial Foundation	New World Symphony, Inc.	uAspire — Miami
Black Door Dance Ensemble	Diabetes Research Institute Foundation	Jessica June Childrens Cancer Foundation	Nova Southeastern University	Unicorn Children's Foundation
Blacks Annual Gala	Doctors Charter School of Miami Shores	Jewish Adoption and Foster Care Options	Oasis of Hope Community Development Corporation	United Cerebral Palsy — Fort Lauderdale
Boca Helping Hands	E.V. Clay PRSA Miami Chapter Endowment Fund	Jewish Federation of South Palm Beach County	Office Depot Foundation	United Cerebral Palsy — Miami
Boca Raton Firefighter and Paramedic Benevolent Fund	Eagle Ridge Elementary School	Jewish National Fund — Boca Raton	Orange Bowl Committee	United Jewish Community of Broward County
Boca Raton Museum of Art	Early Learning Coalition of Broward County	Jlajms Music and Education Center	Our Pride Academy	United Way of Broward County
Boca Raton Regional Hospital Foundation	Early Learning Coalition of Miami-Dade/Monroe	Joe DiMaggio Childrens Hospital Foundation	Overtown Youth Center	United Way of Miami Dade
Boca West Community Charitable Foundation	ECOMB	John G. DuPuis Elementary School	PAP Corps for Cancer Research	University of Miami
Boy Scouts of America — Miami Lakes	Educate Tomorrow	Jose Milton Foundation	Park Springs Elementary School	Urban Land Institute — SE Florida
Boys and Girls Clubs of Broward County	The Education Fund	Junior Achievement — South Florida	Pembroke Pines Elementary School	Urban League of Broward County
Boys and Girls Clubs of Miami Dade	Elderly Housing Development and Operations Corporation (EHDOC)	Junior Achievement — Greater Miami	People Acting for Community Together	Urban League of Greater Miami
Breakthrough Miami	Elizabeth H. Faulk Foundation, Inc.	Junior League — Boca Raton	People United for Leading the Struggle for Equality	Vecinos en Accion
Broward Alliance for Neighborhood Development	English Center	Kids in Distress	Pet Project for Pets	Verde Elementary PTA
Broward Children's Center	Eugenia B. Thomas K-8 Center	KidSafe Foundation	PhilanthroFest	Vizcayans
Broward College Foundation	Everglades Foundation	LBA Children and Families Foundation	Play On The Kyle Kerr Foundation	Voices for Children Foundation
Broward County Community Development Corporation	Experts Resource Community Center	Leadership Broward Foundation	Police Athletic League — Hallandale	Wilton Manors Elementary
Broward County School District	Family Central	Learning Experience School	Pop Warner Little Scholars	Woman's Cancer Association of the University of Miami
Broward Education Foundation	Feeding South Florida	Lets Peace It Together	Posse Foundation	Women in Distress of Broward County
Broward House	FIU College of Business	Liberia Economic and Social Development	Poverello Center	Womens Fund of Miami Dade County
Broward Organized Leaders Doing Justice	Florence Fuller Child Development Centers	Liberty City Community Economic Development Corporation	Quiet Waters Elementary	WPBT2 Community Television Foundation of South Florida
Broward Outreach Center — Hollywood	Florida Atlantic University Foundation	Lighthouse of Broward County	Rainbow Guardian	YMCA — Broward County
	Florida Chamber Orchestra Company	Lil Abner Foundation	Rebuilding Together — Miami Dade	YMCA — Weston
	FIU Wolfsonian Museum	Lily's Wellness	Rebuilding Together — Broward	Young Israel of Kendall
	Florida International University Foundation	Haitian American Community	Renaissance Charter School	

## **ii. Broward Fact Sheets and CRA Report-Attachment N (2)**



## **Wells Fargo - 2011YE**

### **Broward County, FL**

#### **Home Mortgage<sup>1,2</sup>**

In Broward County, FL, Wells Fargo provided 7,381 mortgage loans (total HMDA), extending \$1.4 billion in credit.

- Of that, 967 mortgage loans were in LMI communities, providing \$115.9 million in credit and 1,781 loans were made to LMI borrowers, providing \$155.3 million in credit.

#### **Small Business<sup>2</sup>**

In Broward County, FL, Wells Fargo provided 4,467 small business loan, extending \$160.2 million in credit.

- Of that, 1,031 small business loans were in LMI communities, providing \$45.5 million in credit.

#### **Small Farm<sup>2</sup>**

In Broward County, FL, Wells Fargo provided 11 small farm loans, extending \$756,000 in credit.

- Of that, 1 small farm loan was in an LMI community, providing \$12,500 in credit.

#### **Community Development<sup>3,4</sup>**

- In Broward County, FL, Wells Fargo provided 22 community development investments, totaling \$678,250.

<sup>1</sup>Mortgage includes home purchase, home improvement, home refinance, and multi-family originated and purchased loans.

<sup>2</sup>Totals include census tract income level classified loans only.

<sup>3</sup>Some Investments and grants cannot be tracked to the county/city level.

<sup>4</sup>Investments includes grants and are subject to change as updates are received.



## **Wells Fargo - 2012YE**

### **Broward County, FL**

#### **Home Mortgage<sup>1,2</sup>**

In Broward County, FL, Wells Fargo provided 10,577 mortgage loans (total HMDA), extending \$2.3 billion in credit.

- Of that, 1,634 mortgage loans were in LMI communities, providing \$288.5 million in credit and 914 loans were made to LMI borrowers, providing \$222.4 million in credit.

#### **Small Business<sup>2</sup>**

In Broward County, FL, Wells Fargo provided 3,203 small business loans, extending \$156.4 million in credit.

- Of that, 929 small business loans were in LMI communities, providing \$55.2 million in credit.

#### **Small Farm<sup>2</sup>**

In Broward County, FL, Wells Fargo provided 9 small farm loans, extending \$279,534 in credit.

- Of that, 1 small farm loan was in an LMI community, providing \$24,034 in credit.

#### **Community Development<sup>3,4</sup>**

- In Broward County, FL, Wells Fargo provided 3 community development loans, totaling \$7.4 million.
- In Broward County, FL, Wells Fargo provided 22 community development investments, totaling \$13.6 million.

<sup>1</sup>Mortgage includes home purchase, home improvement, home refinance, and multi-family originated and purchased loans.

<sup>2</sup>Totals include census tract income level classified loans only.

<sup>3</sup>Some Investments and grants cannot be tracked to the county/city level.

<sup>4</sup>Investments includes grants and are subject to change as updates are received.



## **Wells Fargo - 2013YE**

### **Broward County, FL**

#### **Home Mortgage<sup>1,2</sup>**

In Broward County, FL, Wells Fargo provided 8,542 mortgage loans (total HMDA), extending \$1.9 billion in credit.

- Of that, 1,452 mortgage loans were in LMI communities, providing \$229.3 million in credit and 1,449 loans were made to LMI borrowers, providing \$163.3 million in credit.

#### **Small Business<sup>2</sup>**

In Broward County, FL, Wells Fargo provided 4,551 small business loans, extending \$170.1 million in credit.

- Of that, 1,309 small business loans were in LMI communities, providing \$57.9 million in credit.

#### **Small Farm<sup>2</sup>**

In Broward County, FL, Wells Fargo provided 17 small farm loans, extending \$329,000 in credit.

#### **Community Development<sup>3,4</sup>**

- In Broward County, FL, Wells Fargo provided 9 community development loans, totaling \$46.1 million.
- In Broward County, FL, Wells Fargo provided 29 community development investments, totaling \$37.4 million.

<sup>1</sup>Mortgage includes home purchase, home improvement, home refinance, and multi-family originated and purchased loans.

<sup>2</sup>Totals include census tract income level classified loans only.

<sup>3</sup>Some Investments and grants cannot be tracked to the county/city level.

<sup>4</sup>Investments includes grants and are subject to change as updates are received.



# LARGE BANK

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Comptroller of the Currency  
Administrator of National Banks

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Washington, DC 20219

## **PUBLIC DISCLOSURE**

**September 30, 2008**

## **COMMUNITY REINVESTMENT ACT PERFORMANCE EVALUATION**

**Wells Fargo Bank, National Association  
Charter Number: 1741**

**101 North Phillips Avenue  
Sioux Falls, South Dakota 57104**

**Office of the Comptroller of the Currency**

**Large Bank Supervision  
250 E Street, S.W.  
Washington, D.C. 20219**

NOTE: This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, and should not be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

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- MULTI-STATE MSAs
  - DAVENPORT-MOLINE-ROCK ISLAND (IOWA-ILLINOIS) MULTI-STATE MSA
  - FARGO-MOORHEAD (NORTH DAKOTA-MINNESOTA) MULTI-STATE MSA
  - GRAND FORKS (NORTH DAKOTA-MINNESOTA) MULTI-STATE MSA
  - LOGAN (UTAH-IDAHO) MULTI-STATE MSA
  - MINNEAPOLIS-ST. PAUL-BLOOMINGTON (MINNESOTA-WISCONSIN) MULTI-STATE MSA
  - OMAHA-COUNCIL BLUFFS (NEBRASKA-IOWA) MULTI-STATE MSA
  - PORTLAND-VANCOUVER-BEAVERTON (OREGON-WASHINGTON) MULTI-STATE MSA
- ALASKA
- ARIZONA
- CALIFORNIA
- COLORADO
- IDAHO
- ILLINOIS
- INDIANA
- IOWA
- MICHIGAN
- MINNESOTA
- MONTANA
- NEBRASKA
- NEVADA
- NEW MEXICO
- NORTH DAKOTA
- OHIO
- OREGON
- SOUTH DAKOTA
- TEXAS
- UTAH
- WASHINGTON
- WISCONSIN
- WYOMING

## Overall CRA Rating

**Institution's CRA Rating:** This institution is rated **Outstanding**.

The following table indicates the performance level of **Wells Fargo Bank, National Association**, with respect to the Lending, Investment, and Service Tests:

Performance Levels	Wells Fargo Bank, N.A. Performance Tests		
	Lending Test*	Investment Test	Service Test
Outstanding	<b>X</b>	<b>X</b>	<b>X</b>
High Satisfactory			
Low Satisfactory			
Needs to Improve			
Substantial Noncompliance			

The Lending Test is weighted more heavily than the investment and service tests when arriving at an overall rating.

The major factors that support this rating include:

### Lending Test

- Wells Fargo Bank, National Association (WFB) demonstrated lending levels that reflected excellent responsiveness to the credits needs in the majority of assessment areas (AAs). During the evaluation period, WFB originated a very large volume of HMDA and CRA reportable loans in relation to the dollar volume of bank's deposits in its AAs.
- WFB's geographic distribution and distribution by income of the borrower or revenue of the farm or business has been generally good. Although there were some AAs where performance was excellent, other AAs showed only adequate performance. It is important to note, however, that distribution of loans by revenue of the business was, with only few exceptions, excellent.
- WFB's volume and nature of community development lending had a significantly positive impact on the Lending Test rating. Community development lending had a significantly positive impact on 12 of the 17 AAs in the full-scope primary rating areas and 24 of the 36 in the non-primary full-scope AAs.

## Investment Test

- WFB's performance, as measured primarily by volume of investments, was excellent in 11 of the 17 full-scope AAs in the primary rating areas and 22 of the 36 full-scope AAs in the non-primary rating areas.
- WFB has invested millions of dollars in many of its AAs in support of community development. Identified needs are great, and WFB has addressed many of those needs, especially those for affordable housing. WFB often invests in large national or regional funds that, in turn, make investments, typically in projects that qualify for Low Income Housing Tax Credits (LIHTC), in many of WFB's AAs.
- The qualified investments made by WFB are useful and effective in meeting the needs of its communities and their residents. With exceptions, they are not innovative.

## Service Test

- WFB's retail delivery systems, including branches and ATMs, are readily accessible to a majority of the bank's AAs.
- WFB's opening and closing of branches generally has not adversely affected the accessibility of its delivery systems, particularly in low- and moderate-income geographies and to low- and moderate-income individuals.
- WFB is a leader in providing community development services in the majority of its full-scope AAs in the primary rating areas and many of its full-scope AAs in the non-primary rating areas.

## Definitions and Common Abbreviations

The following terms and abbreviations are used throughout this performance evaluation, including the CRA tables. The definitions are intended to provide the reader with a general understanding of the terms, not a strict legal definition.

**Affiliate:** Any company that controls, is controlled by, or is under common control with another company. A company is under common control with another company if the same company directly or indirectly controls both companies. A bank subsidiary is controlled by the bank and is, therefore, an affiliate.

**Aggregate Lending:** The number of loans originated and purchased by all reporting lenders in specified income categories as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the MA/AA.

**Assessment Area (AA):** A geographic area that consists generally of one or more MSAs (using the MSA boundaries that were in effect as of January 1 of the calendar year in which the delineation is made) or one or more contiguous political subdivisions, such as counties, cities, or towns, in which the bank has its main office, branches, and deposit-taking ATMs.

**Automated Teller Machine (ATM):** An unattended electronic machine in a public place, connected to a bank's data system and related equipment and activated by a bank customer to obtain cash withdrawals and other banking services.

**Census Tract (CT):** A small subdivision of metropolitan and other densely populated counties. Census tract boundaries do not cross county lines; however, they may cross the boundaries of metropolitan areas. Census tracts usually have between 2,500 and 8,000 persons, and their physical size varies widely depending upon population density. Census tracts are designed to be homogeneous with respect to population characteristics, economic status, and living conditions to allow for statistical comparisons.

**Community Development (CD):** Affordable housing (including multifamily rental housing) for low- or moderate-income individuals; community services targeted to low- or moderate-income individuals; activities that promote economic development by financing businesses or farms that meet the size eligibility standards of the Small Business Administration's Development Company or Small Business Investment Company programs (13 CFR 121.301) or have gross annual revenues of \$1 million or less; or, activities that revitalize or stabilize low- or moderate-income geographies.

Effective September 1, 2005, the Board of Governors of the Federal Reserve System, Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation have adopted the following additional language as part of the revitalize or stabilize definition of community development. Activities that revitalize or stabilize-

- (i) Low-or moderate-income geographies;
- (ii) Designated disaster areas; or

- (iii) Distressed or underserved nonmetropolitan middle-income geographies designated by the Board, Federal Deposit Insurance Corporation, and Office of the Comptroller of the Currency, based on-
  - a. Rates of poverty, unemployment, and population loss; or
  - b. Population size, density, and dispersion. Activities that revitalize and stabilize geographies designated based on population size, density, and dispersion if they help to meet essential community needs, including needs of low- and moderate-income individuals.

**Community Reinvestment Act (CRA):** the statute that requires the OCC to evaluate a bank's record of meeting the credit needs of its local community, consistent with the safe and sound operation of the bank, and to take this record into account when evaluating certain corporate applications filed by the bank.

**Consumer Loan(s):** A loan(s) to one or more individuals for household, family, or other personal expenditures. A consumer loan does not include a home mortgage, small business, or small farm loan. This definition includes the following categories: motor vehicle loans, credit card loans, home equity loans, other secured consumer loans, and other unsecured consumer loans.

**Family:** Includes a householder and one or more other persons living in the same household who are related to the householder by birth, marriage, or adoption. The number of family households always equals the number of families; however, a family household may also include non-relatives living with the family. Families are classified by type as either a married-couple family or other family, which is further classified into 'male householder' (a family with a male householder and no wife present) or 'female householder' (a family with a female householder and no husband present).

**Full Review:** Performance under the Lending, Investment, and Service Tests is analyzed considering performance context, quantitative factors (e.g., geographic distribution, borrower distribution, and total number and dollar amount of investments), and qualitative factors (e.g., innovativeness, complexity, and responsiveness).

**Geography:** A census tract delineated by the United States Bureau of the Census in the most recent decennial census.

**Home Mortgage Disclosure Act (HMDA):** The statute that requires certain mortgage lenders that do business or have banking offices in a metropolitan statistical area to file annual summary reports of their mortgage lending activity. The reports include such data as the race, gender, and the income of applications, the amount of loan requested, and the disposition of the application (e.g., approved, denied, and withdrawn). Beginning in 2004, the reports also include data on loan pricing, the lien status of the collateral, any requests for preapproval and loans for manufactured housing.

**Home Mortgage Loans:** Such loans include home purchase, home improvement, and refinancings, as defined in the HMDA regulation. These include loans for multifamily (five or more families) dwellings, manufactured housing and one-to-four family dwellings other than manufactured housing.

**Household:** Includes all persons occupying a housing unit. Persons not living in households are classified as living in group quarters. In 100 percent tabulations, the count of households always equals the count of occupied housing units.

**Limited Review:** Performance under the Lending, Investment, and Service Tests is analyzed using only quantitative factors (e.g., geographic distribution, borrower distribution, total number and dollar amount of investments, and branch distribution).

**Low-Income:** Individual income that is less than 50 percent of the area median income, or a median family income that is less than 50 percent, in the case of a geography.

**Market Share:** The number of loans originated and purchased by the institution as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the MA/AA.

**Median Family Income (MFI):** The median income determined by the U.S. Census Bureau every ten years and used to determine the income level category of geographies. Also, the median income determined by the Department of Housing and Urban Development annually that is used to determine the income level category of individuals. For any given area, the median is the point at which half of the families have income above it and half below it.

**Metropolitan Area (MA):** Any metropolitan statistical area or metropolitan division, as defined by the Office of Management and Budget, and any other area designated as such by the appropriate federal financial supervisory agency.

**Metropolitan Division (MD):** As defined by Office of Management and Budget, a county or group of counties within a Metropolitan Statistical Area that contains a population of at least 2.5 million. A Metropolitan Division consists of one or more counties that represent an employment center or centers, plus adjacent counties associated with the main county or counties through commuting ties.

**Metropolitan Statistical Area (MSA):** An area, defined by the Office of Management and Budget, as having at least one urbanized area that has a population of at least 50,000. The Metropolitan Statistical Area comprises the central county or counties, plus adjacent outlying counties having a high degree of social and economic integration with the central county as measured through commuting.

**Middle-Income:** Individual income that is at least 80 percent and less than 120 percent of the area median income, or a median family income that is at least 80 percent and less than 120 percent, in the case of a geography.

**Moderate-Income:** Individual income that is at least 50 percent and less than 80 percent of the area median income, or a median family income that is at least 50 percent and less than 80 percent, in the case of a geography.

**Multifamily:** Refers to a residential structure that contains five or more units.

**Other Products:** Includes any unreported optional category of loans for which the institution collects and maintains data for consideration during a CRA examination. Examples of such activity include consumer loans and other loan data an institution may provide concerning its lending performance.

**Other Rating Area:** A rating area not selected as a Primary Rating Area. These areas are fully evaluated and receive full consideration in the overall rating process, but streamlined narrative descriptions are provided within the Public Disclosure.

**Owner-Occupied Units:** Includes units occupied by the owner or co-owner, even if the unit has not been fully paid for or is mortgaged.

**Primary Rating Area:** A rating area selected to receive a fully descriptive narrative evaluation within the Public Disclosure. These areas encompass a significant portion of the bank's overall operations.

**Qualified Investment:** A qualified investment is defined as any lawful investment, deposit, membership share, or grant that has as its primary purpose community development.

**Rating Area:** A rating area is a state or multi-state metropolitan area. For an institution with domestic branches in only one state, the institution's CRA rating would be the state rating. If an institution maintains domestic branches in more than one state, the institution will receive a rating for each state in which those branches are located. If an institution maintains domestic branches in two or more states within a multi-state metropolitan area, the institution will receive a rating for the multi-state metropolitan area.

**Small Loan(s) to Business(es):** A loan included in 'loans to small businesses' as defined in the Consolidated Report of Condition and Income (Call Report) and the Thrift Financial Reporting (TFR) instructions. These loans have original amounts of \$1 million or less and typically are either secured by nonfarm or nonresidential real estate or are classified as commercial and industrial loans.

**Small Loan(s) to Farm(s):** A loan included in 'loans to small farms' as defined in the instructions for preparation of the Consolidated Report of Condition and Income (Call Report). These loans have original amounts of \$500,000 or less and are either secured by farmland, or are classified as loans to finance agricultural production and other loans to farmers.

**Tier One Capital:** The total of common shareholders' equity, perpetual preferred shareholders' equity with non-cumulative dividends, retained earnings and minority interests in the equity accounts of consolidated subsidiaries.

**Upper-Income:** Individual income that is at least 120 percent of the area median income, or a median family income that is at least 120 percent, in the case of a geography.

## Description of Institution

WFB is an interstate financial institution headquartered in Sioux Falls, South Dakota. WFB conducts business within 229 AAs located in 23 states and seven multi-state MSAs. WFB is a wholly-owned subsidiary of Wells Fargo & Company (WFC) headquartered in San Francisco, California. WFC is a diversified financial services company providing banking, insurance, investments, mortgage loans, and consumer finance largely through WFB. Based on asset size, WFC is the fifth largest bank holding company in the United States, with total assets of \$622 billion as of September 30, 2008.

WFB has experienced substantial growth largely through acquisition. Over the evaluation period, WFC acquired six financial institutions and bank branches of three other institutions. WFC continues to be the largest bank holding company headquartered in the Western United States. The more recent acquisitions of Placer Sierra Bank and Greater Bay Bank expanded the bank's presence in Northern California.

As of September 30, 2008, WFB had total assets of \$514 billion, deposits of \$356 billion and total loans of \$332 billion. Approximately 54 percent of the bank's loan portfolio is comprised of real estate loans of which the predominant portion is secured by 1-4 family residential properties. Commercial and industrial loans comprise 28 percent of the loan portfolio, and loans to individuals for household, family, and personal purposes comprise 15 percent of the portfolio. WFB has a Tier One capital base of \$33 billion.

At the request of WFB and in accordance with provisions of the CRA, this evaluation considers affiliate activities. We reviewed CD lending, services, and investment activity as well as small loans to businesses and farms and mortgage loans of bank and non-bank affiliates.

WFB is a full service bank with 3,339 branches and 6,960 ATMs. The bank offers a complete line of diversified financial products and services to consumers and businesses centered in retail and business banking, mortgage banking, trust services, and investment management. The bank's business strategy focuses on retail and wholesale banking with an emphasis on mortgage, small business, and community development lending. The bank, through its Wells Fargo Home Mortgage division, provides mortgage services to all 50 states through more than 2,400 mortgage stores, the WFB branch network, and the Internet. There are no legal, financial, or other factors impeding the bank's ability to help meet the credit needs of its AAs.

WFB was rated "Outstanding" at the previous CRA evaluation dated September 30, 2004.



## Scope of the Evaluation

### Evaluation Period/Products Evaluated

The evaluation considers home mortgage loan products (home purchase, home improvement, home refinance, and multifamily, where applicable), small business lending, small farm lending (where applicable), retail services, and qualified CD lending, investments and services. Conclusions drawn throughout this evaluation are based upon bank performance during calendar years 2004 through 2007. At the bank's request, community development activities of the bank, other bank subsidiaries, and affiliates reflect performance through September 30, 2008. Please refer to Appendix A for a detailed listing of products, entities included in the review, and periods by state or multi-state MSA.

### Data Integrity

Prior to this examination, we tested the accuracy of the bank's HMDA and CRA lending data. We also reviewed the appropriateness of CD activities provided for consideration in our evaluation. This included the testing of CD loans, investments, and services for accuracy and to determine if they qualify as community development. We determined that the data reported publicly and the additional data provided for this evaluation are accurate.

### Selection of Areas for Full-Scope Review

Each multi-state metropolitan area where the bank has offices received a full-scope review.

In each state where the bank has an office, a sample of AAs within that state was selected for full-scope reviews. Refer to the "Scope" section under each State and Multi-state Metropolitan Area Rating section for details regarding how the areas were selected.

### Ratings

The bank's overall rating is a blend of the multi-state metropolitan area ratings and state ratings.

The state ratings are based primarily on those AAs that received full-scope reviews, but were also influenced by performance in limited-scope AAs. Refer to the "Scope" section under each State Rating section for details regarding how the AAs were weighted in arriving at the respective ratings.

The Service Test analysis focuses on WFB's distribution of branches by income level of the geography. However, there were numerous instances where a branch located in a

middle- or upper-income census tract was actually right on the border with a low- or moderate-income tract; literally across the street in many cases, or within a city block in others. In those instances, the middle- or upper-income branch provides ready accessibility to the bank's financial services to both income areas. Accordingly, our analysis considered the benefit these "bordering branches" provided to their respective communities. Finally, accessibility to branch offices as well as branch hours and services provided the most weight when determining Service Test conclusions. Changes in branch locations and community development services received a lesser amount of weight to overall conclusions.

## **Fair Lending or Other Illegal Credit Practices Review**

We found no evidence of discriminatory or other illegal credit practices inconsistent with helping to meet community credit needs.

## **Comments Applicable to All Rating Areas**

### **Lending Test**

When performing our analysis of home mortgage lending in each of the full-scope AAs, we took into consideration that WFB had a higher proportion of home mortgage loans with income reported than the general market. We considered this factor when we assessed WFB's performance relative to market share of loans by borrower income.

### **Lending Gap Analysis**

We performed a lending gap analysis to determine if there were any significant clusters of census tracts or Block Numbering Areas (BNA) with low penetration of lending. We paid special attention to low- and moderate-income geographies. We also factored in the distribution of owner-occupied housing units, businesses, and farms to determine whether a low level of penetration in an area was an issue. Based on lending reports and maps detailing the volume and distribution of home mortgage and small business loans, we identified no unexplained conspicuous gaps in lending.

### **Inside/Outside Ratio**

We analyzed the loans made inside and outside of WFB's AAs on a bank-wide basis. We found that, in aggregate, a slight majority in number (56 percent) and amount (51 percent) were made within the bank's 23-state combined AA. However, since a majority of HMDA loans were made outside the bank's combined AAs and a majority of small business and farm loans were made inside WFB's combined AAs, the net result was a neutral impact on WFB's overall lending rating. Loans made by affiliates were not considered in this analysis.

## PRIMARY RATING AREAS

- Minneapolis-St. Paul-Bloomington, (Minnesota-Wisconsin) Multi-State MSA
- State of Arizona
  - Phoenix-Mesa-Scottsdale MSA
- State of California
  - Fresno MSA
  - Los Angeles-Long Beach-Glendale MD
  - Oakland-Fremont-Hayward MD
  - Riverside-San Bernardino-Ontario MSA
  - San Diego-Carlsbad-San Marcos MSA
  - San Francisco-San Mateo-Redwood City MD
  - San Jose-Sunnyvale-Santa Clara MSA
  - Santa Ana-Anaheim-Irvine MD
- State of Colorado
  - Denver-Aurora MSA
- State of Texas
  - Austin-Round Rock MSA
  - Brownsville-Harlingen MSA
  - Dallas-Plano-Irving MD
  - El Paso MSA
  - Fort Worth-Arlington MD
  - Houston-Sugar Land-Baytown MSA

## Minneapolis-St. Paul-Bloomington (Minnesota-Wisconsin) Multi-State MSA Rating

**CRA rating for the Multi-State MSA<sup>1</sup>: Outstanding**

<b>The lending test is rated:</b>	<b>Outstanding</b>
<b>The investment test is rated:</b>	<b>Outstanding</b>
<b>The service test is rated:</b>	<b>Outstanding</b>

The major factors that support this rating include:

- Lending levels that reflect excellent responsiveness by WFB to the credit needs of the multi-state MSA;
- An excellent distribution of WFB's loans among borrowers of different income levels and a good geographic distribution of residential mortgages and loans to small businesses;
- CD lending levels that had a significantly positive impact on performance in the multi-state MSA;
- Investment volumes that reflect an excellent level of responsiveness to the needs of the multi-state MSA; and
- Provision of services that shows an excellent responsiveness to banking needs.

### Description of Institution's Operations in the Minneapolis-St. Paul-Bloomington MSA

Of the bank's 30 state and multi-state rating areas, the Minneapolis-St Paul-Bloomington MSA ranks third and accounts for 8.5 percent of total bank deposits, or \$21.6 billion as of June 30, 2008. Within the MSA, WFB operates 106 branch offices. WFB is the largest banking institution in the Minneapolis-St Paul-Bloomington MSA with 33.4 percent of the deposit market share. Primary competitors include US Bank, N.A., and TCF National Bank, with deposit market shares of 23.5 percent and 6 percent, respectively.

Refer to the market profile for the Minneapolis-St. Paul-Bloomington MSA in Appendix C for detailed demographics and other performance context information for AAs that received full-scope reviews.

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<sup>1</sup> This rating reflects performance within the multi-state metropolitan area. The statewide evaluations do not reflect performance in the parts of those states contained within the multi-state metropolitan area.

## LENDING TEST

### Conclusions for Area Receiving Full-Scope Review

The bank's performance under the lending test in the Minneapolis-St. Paul-Bloomington MSA is rated **Outstanding**. Based on a full-scope review, the bank's performance in the Minneapolis-St. Paul-Bloomington MSA is excellent.

### Lending Activity

Refer to Table 1 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the bank's lending activity.

WFB's lending activity in the Minneapolis-St. Paul-Bloomington MSA reflects excellent responsiveness to the area's credit needs. The bank ranks first in deposit market share with 33 percent of the deposits in the MSA. WFB ranks second for home mortgage loans, by dollar volume, with a 15 percent market share despite the fact that seven of the top ten mortgage lenders in the MSA do not have deposit-taking facilities located there. However, WFB dominates the MSA in small loans to businesses, by dollar volume, ranking first with a market share of 30 percent, which is near to its deposit market share.

### Distribution of Loans by Income Level of the Geography

#### Home Mortgage Loans

Refer to Tables 2 through 4 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the geographic distribution of the bank's home mortgage loan originations/purchases.

WFB's geographic distribution of home purchase loans by income level in the Minneapolis-St Paul-Bloomington MSA is good. Its distribution of loans in low-income census tracts significantly exceeds the percent of owner-occupied units in low-income census tracts. WFB's market share of home purchase loans in low-income census tracts is somewhat lower than its overall market share. WFB's geographic distribution of home purchase loans in moderate-income census tracts is somewhat lower than the percent of owner-occupied units in moderate-income census tracts. Its market share of home purchase loans in moderate-income census tracts is reasonably near to its overall market share.

WFB's geographic distribution of home improvement loans by income level in the Minneapolis-St Paul-Bloomington MSA is adequate. Its distribution of loans in low-income census tracts is somewhat lower than the percent of owner-occupied units in low-income census tracts. WFB's market share of home improvement loans in low-income census tracts is lower than its overall market share. WFB's geographic distribution of home improvement loans in moderate-income census tracts is reasonably near to the

percent of owner-occupied units in moderate-income census tracts. WFB's market share of home improvement loans in moderate-income census tracts is reasonably near to its overall market share.

WFB's geographic distribution of home refinance loans by income level in the Minneapolis-St Paul-Bloomington MSA is adequate. Its distribution of loans in low-income census tracts is reasonably near to the percent of owner-occupied units in low-income census tracts. WFB's market share of home refinance loans in low-income census tracts is somewhat lower than its overall market share. WFB's geographic distribution of home refinance loans in moderate-income census tracts is somewhat lower than the percent of owner-occupied units in moderate-income census tracts. WFB's market share of home refinance loans in moderate-income census tracts is somewhat lower than its overall market share.

### **Small Loans to Businesses**

Refer to Table 5 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the geographic distribution of the bank's origination/purchase of small loans to businesses.

WFB's geographic distribution of small loans to businesses in the Minneapolis-St Paul-Bloomington MSA is good. The bank's distribution of small loans to businesses in low-income geographies is somewhat lower than the percent of businesses in low-income geographies. Additionally, the bank's market share of small loans to businesses in low-income geographies is reasonably near to its overall market share of such loans in the AA. The bank's distribution of small loans to businesses in moderate-income geographies is somewhat lower than the percent of businesses in moderate-income geographies. Additionally, the bank's market share of small loans to businesses in moderate-income geographies is reasonably near to its overall market share of such loans in the AA.

### **Small Loans to Farms**

Refer to Table 6 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the geographic distribution of the bank's origination/purchase of small loans to farms.

WFB's geographic distribution of small loans to farms in the Minneapolis-St Paul-Bloomington MSA is adequate. WFB's distribution of small loans to farms in low-income geographies was not evaluated due to insufficient number of farms in low-income geographies. This precludes a meaningful analysis. WFB's distribution of small loans to farms in moderate-income geographies is reasonably near to the percent of farms in moderate-income geographies. The bank's market share of small loans to farms in moderate-income geographies is significantly below its overall market share of such loans in the AA.

## **Distribution of Loans by Income Level of the Borrower**

### **Home Mortgage Loans**

Refer to Tables 8 through 10 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the borrower distribution of the bank's home mortgage loan originations/purchases.

In our analysis of the distribution of home mortgage loans by income level of borrower we identified barriers to lending in low-income census tracts. We considered these barriers to lending when assessing WFB's borrower distribution performance. Our analysis of market share data also took into consideration that WFB had a higher proportion of loans with reported income information than the general market.

WFB's borrower distribution of home purchase loans by income level of the borrower in the Minneapolis-St Paul-Bloomington MSA is good. Its distribution of loans to low-income borrowers is lower than the percent of low-income families within the AA. WFB's market share of home purchase loans to low-income borrowers is lower than its overall market share.

WFB's borrower distribution of home purchase loans to moderate-income borrowers significantly exceeds the percent of moderate-income families within the AA. Its market share of home purchase loans to moderate-income borrowers is reasonably near to its overall market share.

WFB's borrower distribution of home improvement loans by income level of the borrower in the Minneapolis-St Paul-Bloomington MSA is good. Its distribution of loans to low-income borrowers is somewhat lower than the percent of low-income families within the AA. WFB's market share of home improvement loans to low-income borrowers is lower than its overall market share.

WFB's borrower distribution of home improvement loans to moderate-income borrowers significantly exceeds the percent of moderate-income families within the AA. WFB's market share of home improvement loans to moderate-income borrowers is reasonably near to its overall market share.

WFB's borrower distribution of home refinance loans by income level of the borrower in the Minneapolis-St Paul-Bloomington MSA is excellent. Its distribution of loans to low-income borrowers is somewhat lower than the percent of low-income families within the AA. WFB's market share of home refinance loans to low-income borrowers is reasonably near to its overall market share.

WFB's borrower distribution of home refinance loans to moderate-income borrowers significantly exceeds the percent of moderate-income families within the AA. WFB's market share of home refinance loans to moderate-income borrowers is reasonably near to its overall market share.

## **Small Loans to Businesses**

Refer to Table 11 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the borrower distribution of the bank's origination/purchase of small loans to businesses.

WFB's distribution of small loans to businesses based on the revenue size of the businesses in the Minneapolis-St Paul-Bloomington MSA is excellent. WFB's percentage of loans to businesses with gross annual revenue of \$1 million or less exceeds the percentage of small businesses in the AA. WFB's market share of loans to businesses with gross annual revenue of \$1 million or less significantly exceeds its overall business loan market share.

## **Small Loans to Farms**

Refer to Table 11 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the borrower distribution of the bank's origination/purchase of small loans to farms.

WFB's distribution of small loans to farms based on the revenue size of the farms in the Minneapolis-St Paul-Bloomington MSA is good. WFB's percentage of loans to farms with gross annual revenue of \$1 million or less is somewhat lower than the percentage of small farms in the AA. WFB's market share of loans to farms with gross annual revenue of \$1 million or less approximates its overall farm loan market share.

## **Community Development Lending**

The volume and nature of WFB's CD lending had a significantly positive impact on lending test performance in the Minneapolis-St. Paul-Bloomington MSA. During the evaluation period, the bank originated 139 CD loans totaling \$257 million. Approximately 35 percent of these loans were targeted to organizations providing community services targeted to low- or moderate-income individuals, 34 percent for affordable housing needs, 21 percent to stabilization and revitalization needs, and 10 percent to economic development needs.

WFB's CD lending in the Minneapolis-St. Paul-Bloomington MSA provided financing for 1,007 units of affordable housing for low- or moderate-income individuals. One of the largest loans was a \$15 million line of credit originated in 2004 and renewed annually in 2005 and 2006. The line of credit was to a housing authority whose purpose is to address basic housing needs and help build stronger communities. The organization provides funding to low- or moderate-income individuals for home purchase and repair, and financing for the construction and repair of affordable rental housing, single-family homes, shelters, and transitional and supportive housing. The organization also works cooperatively with others to revitalize older neighborhoods and communities and preserve the stock of federally-assisted rental housing.



Another example of WFB's responsiveness to affordable housing needs involved several loans and lines of credit to a Minneapolis area not-for-profit organization whose mission is to create and sustain quality, affordable housing that strengthens lives and communities. The organization's current housing production initiative is to provide a minimum of 1,200 units of affordable housing over the next five years. During the evaluation period, WFB provided \$2 million for the purchase and renovation of a warehouse into a 70-unit LIHTC rental apartment building located in a moderate-income area of St. Paul. All units are restricted to low- or moderate-income or long-term homeless individuals. WFB also provided a \$1.1 million line of credit as bridge financing to purchase land for the construction of 87 units of mixed-income housing, both rental and for-sale. The project is part of a large planned development with a mix of housing and community retail located in a low-income census tract. At least 43 of the 87 units are reserved for low- or moderate-income individuals and families. WFB provided a \$694 thousand line of credit as bridge financing for the development of a 59-unit affordable housing tax credit development, with 29 units reserved for low-income individuals and families. The development is located in a low-income neighborhood in Minneapolis, includes commercial space, and is designed to provide a family-friendly, transit-oriented, sustainable place to live and work. During the evaluation period, WFB's support of this organization was multi-faceted and included both loans and investments.

Several of WFB's community development loans in the Minneapolis-St. Paul-Bloomington MSA demonstrated the bank's leadership and innovative approach to addressing community needs, including the need for low- and moderate-income neighborhood preservation, stabilization, and revitalization. One example involved a \$5.2 million term loan for the relocation and expansion of a natural foods co-op in a moderate-income census tract in Minneapolis. The new facility replaced three vacant and derelict buildings and a vacant lot, provided a boost for other business activity in the area, and created jobs at both the co-op and the surrounding businesses. The innovative project used New Markets Tax Credit financing. WFB's support for this project was multi-faceted and included both loans and equity investments.

## **Product Innovation and Flexibility**

The use of flexible loan products enhances WFB's lending test performance in the Minneapolis-St. Paul-Bloomington MSA and had a positive impact on the lending test rating. WFB uses a flexible lending product to enhance its efforts to meet the credit needs in the Minneapolis-St. Paul-Bloomington MSA, including those of low- and moderate-income persons and census tracts. The use of these programs enabled the bank to be more effective in meeting community needs for affordable home loans.

The Community Development Mortgage Program (CDMP) is a flexible mortgage product that provides flexible underwriting for low- and moderate-income borrowers earning 80 percent or less of their respective area's adjusted median income seeking to buy homes in low- or moderate-income census tracts. The program is supplemented by a required homebuyer's education program to ensure that new homeowners have an understanding

of the home buying process. Flexibility in underwriting criteria includes expanded debt ratios, low down payment requirements, no cash reserve requirements, and no private mortgage insurance requirements. Since the product provides generous underwriting and does not require private mortgage insurance, these loans are not saleable on the secondary market and are retained in the bank's own portfolio. WFB originated 571 CDMP loans totaling nearly \$65 million in the Minneapolis-St. Paul –Bloomington MSA during the evaluation period.

The utilization of this flexible lending program demonstrates additional responsiveness to area credit needs and had a positive effect on the bank's overall performance under the lending test.

## INVESTMENT TEST

WFB's investment test performance in the Minneapolis-St. Paul-Bloomington MSA is rated **Outstanding**. During the evaluation period, WFB made more than \$125 million in qualified CD investments, including \$5.2 million in grants and contributions. In addition, WFB has ongoing qualified investments, originally made in prior evaluation periods, totaling more than \$44 million. These prior period investments provide continuing benefit to the AA. This level of investment continues a strong pattern of investment in this AA that was established during the previous evaluation period.

Refer to Table 14 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the bank's level of qualified investments.

WFB's qualified investments in the Minneapolis-St. Paul-Bloomington MSA address affordable housing, support small business development, and provide various qualified services to low- and moderate-income persons and neighborhoods in the community. These investments demonstrate a strong level of commitment and leadership in this community.

Examples of significant investments made during the evaluation period are:

**Family Housing Fund** – WFB invested \$2 million in a partnership among the cities of Minneapolis and St. Paul and various private entities for the purpose of providing additional affordable housing in the metropolitan area. The investments provided by WFB were used to create loan funds that are administered by not-for-profit organizations and provide support, in various ways, for the expansion of affordable housing in the Twin Cities.

**LFE Growth Fund II** – This is a private equity fund supporting and financing the development of small businesses in Minneapolis and surrounding areas. WFB invested \$15.9 million into this fund during the evaluation period. In addition to qualifying as a CD investment, the fund is targeted toward businesses owned by women or serving primarily women.

Ames Green Apartments – This investment of \$5.7 million will provide 55 units of affordable housing in St. Paul. The project utilizes LIHTC and is an example of numerous such projects in which WFB has invested in this AA.

Red Cedar Estates I and II – Part of a larger investment in a LIHTC fund, WFB has provided \$1.1 million to finance 48 units of affordable housing in the Wisconsin portion of the AA.

In total, many of the investments WFB has made in the Minneapolis-St. Paul-Bloomington MSA have provided, directly or indirectly, financing for over 3,000 units of affordable housing. Other investments have supported other needs such as those of small business and qualified services.

## SERVICE TEST

The bank's performance under the service test in the Minneapolis-St. Paul-Bloomington MSA is rated **Outstanding**. The overall rating is supported by an excellent distribution of branches that are accessible to individuals in low- and moderate-income geographies and the excellent responsiveness to the community development needs in the AA.

## Retail Banking Services

Refer to Table 15 in the Multi-state Metropolitan Areas section of Appendix D for the facts and data used to evaluate the distribution of the bank's branch delivery system and branch openings and closings.

The analysis of WFB's branch distribution is primarily based on the geographic distribution of branches among low- and moderate-income geographies in relation to the proportion of the population residing in those geographies. We also considered any branches in middle- and upper-income geographies that border a low- or moderate-income geography. See the discussion of bordering branches in the Ratings section of the Scope of Evaluation in this document.

WFB's branch distribution in the AA is excellent. The bank's percentages of branches in low- and moderate-income geographies exceed the percentages of the populations residing in those geographies, reflecting excellent performance. Three bordering branches from middle-income geographies further improved the accessibility of banking products and services to those residing in moderate-income geographies. The distribution of WFB's 418 full-service ATMs in the AA is consistent with the distribution of branches and the ATMs provide additional accessibility to the bank's products and services. Other alternative delivery systems, including bank by phone and online banking, improve accessibility for all geographies. However, WFB did not provide information demonstrating how effectively these other alternative delivery systems benefited low- and moderate-income individuals and geographies. Therefore, we placed

little weight on these other alternative delivery systems in concluding on WFB's performance in the AA.

The bank's opening and closing of branches in the AA has improved the accessibility of branches, particularly in moderate-income geographies. During the evaluation period, WFB opened eleven branches and closed one branch. There was a net increase of one branch in moderate-income geographies.

The operating hours of the branches were generally similar among all locations, regardless of the income level of the geography. While branches from all income geographies were opened for Saturday banking, branches opened on Sundays were only in middle- and upper-income geographies.

WFB offers a wide array of credit and deposit products and services to serve individuals, small businesses, and small farms.

## **Community Development Services**

WFB provided an excellent level of CD services in the Minneapolis-St. Paul-Bloomington MSA. The bank has a thorough understanding of the credit needs in the MSA. The bank identified these needs as affordable rental housing, homeownership preservation and foreclosure prevention assistance, job creation, and neighborhood preservation. The bank is very responsive to meeting these needs. This performance was evidenced by WFB's volume of CD services and the leadership provided by WFB participants. WFB participated in 319 different community development services that benefited 105 different organizations. The number of services reported during this examination significantly exceeded the level reported during the previous examination. Thirty-three services demonstrated innovation in response to identified community needs.

For the MSA, WFB employees advised the organizations on budgeting, financing, investing, project targeting, loan review, and fundraising efforts. Further, bank employees conducted a number of financial education, first time homebuyer, and small business seminars.

Highlights of WFB's CD services that benefited the Minneapolis-St. Paul-Bloomington MSA include the following:

WFB supported an organization whose mission is help start and sustain successful businesses, build assets, and promote community development for the growing population of African immigrants throughout Minnesota. The organization offers technical assistance, loans, and development opportunities to small businesses, and homeownership counseling, and financial education to individuals. A WFB employee has served on the organization's board and as head of the Loan Review Committee since its inception.

WFB supported a Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration to provide financing to ethnic minority-owned businesses with revenue less than \$1 million located in Minnesota. The SBIC provides subordinated debt and equity investments to minority owned businesses in the Twin City area. A WFB employee served as vice chairman of the board, chairman of the investment committee, and assisted with fund raising.

### iii. Timeline

#### Sample implementation timeline

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
<b>Commercial Electronic Office®</b> – Gather information, supply and return legal forms, training: 7 days New product setup: 1 day Change or delete product: 3 days Add certain types of reports: Lead times are the same as the corresponding products					
Review and confirm services	Wells Fargo / the City				
Review and approve forms	the City				
Set up online user management: assign company ID, user IDs, initial passwords	Wells Fargo				
Set up basic reports for balance and transaction activity	Wells Fargo				
Determine resources that will provide consultative training	Wells Fargo				
Perform/participate in training	Wells Fargo / the City				
<b>NOTE:</b> The implementation time can be shorter (or longer), depending on the products being implemented.					
<b>Account opening – 1 day lead time</b>					
Identify all accounts to be opened	Wells Fargo / the City				
Provide subaccount locations (if applicable)	Wells Fargo				
Provide account numbers	Wells Fargo				
Provide MICR specifications	Wells Fargo				
Order deposit tickets, check stock, and other supplies	Wells Fargo / the City				
Validate setup	Wells Fargo				
<b>ACH direct transmission – 17 days lead time</b>					

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Review and confirm services	Wells Fargo / the City				
Provide file layout specifications	Wells Fargo				
Determine transmission method and issue IDs	Wells Fargo / the City				
Issue transmission ID	Wells Fargo				
Create test file	Wells Fargo / the City				
Review format of test file	Wells Fargo				
Perform transmission testing (additional time may be needed for outbound transmission testing, such as for a returned item)	Wells Fargo / the City				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
<b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.					
<b>ARP/Positive Pay – 30 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Provide file layout specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Create test file	the City				
Perform transmission testing	Wells Fargo / the City				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
<b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing. Also, adding ARP to an existing account is cycle dependent and can only be done at the beginning of a statement cycle.					

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
<b>Payee Validation – 30 days* lead time</b>					
Review and confirm services	Wells Fargo / the City				
Share manual review fee with the City					
Share key implementation requirements, guidelines, and video tour	Wells Fargo				
Acknowledge understanding of requirements	Wells Fargo / the City				
Request customer limits check stock order					
Confirm checks are ready to monitor					
Set up for production	Wells Fargo				
Establish automation to Image Positive Pay					
Begin monitoring test checks	Wells Fargo / the City				
Review check stock and monitor issue file for three weeks	Wells Fargo / the City				
Address any issue file corrections	Wells Fargo / the City				
If checks pass three weeks of testing, there is no further follow up	Wells Fargo				
If checks fail testing, the City has 60 days to fix issues <sup>†</sup>	the City				
Validate and finalize setup	Wells Fargo				
*Dependent upon results of check stock monitoring.					
<sup>†</sup> If checks still fail, the manual review fee will be assessed.					
<b>Note:</b> The implementation time can be shorter (or longer), depending on ARP transmission testing.					



Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
<b>CEO® ACH Fraud Filter: New setup – 3 days Change – 3 days Delete – 2 days</b>					
Review and confirm services	Wells Fargo / the City				
Attend and complete training	the City				
Identify default decisions	the City				
Set up service on ACH platform	Wells Fargo / the City				
Set up optional 30-day review (before considering stop option)	Wells Fargo				
Implement stop option if needed	Wells Fargo				
<b>Note:</b> This service becomes active after users complete training. the City's responsiveness will affect the implementation lead time; delays in completing training can increase the implementation timeframe.					
<b>BAI transmission – 21 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Provide transmission specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Develop capacity to receive and parse BAI file and data	the City				
Perform transmission testing	Wells Fargo / the City				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Monitor first BAI file	Wells Fargo				
<b>Cash Flow Analysis – 5 days lead time*</b>					
Review and confirm services	Wells Fargo / the City				
Complete worksheet of information required for setup of	the City				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Cash Forecasting and Journal Entry modules <sup>†</sup>					
Complete training and administrator setup	Wells Fargo / the City				
Validate setup	Wells Fargo				
<p>*This timeframe is for implementing our standard offer of Cash Positioning. The timeframe to implement other modules begins once you complete the required worksheet.</p> <p><sup>†</sup>Set up and training may take approximately two hours per additional module.</p> <p><b>Note:</b> The implementation time can be shorter (or longer), depending on Data Exchange dependencies, if applicable.</p>					
<b>Controlled Disbursement – Without an intraday transmission: 6days lead time</b> <b>With an intraday transmission: 30 to 40 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Assign account numbers	Wells Fargo				
Provide MICR specifications and ARP documentation as applicable	Wells Fargo				
If transmission testing is required, testing must be completed before finalizing setup	Wells Fargo / the City				
Provide test checks	the City				
Perform check testing (MICR and image)	Wells Fargo				
Validate first live file and finalize setup	Wells Fargo				
<p><b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing. Wells Fargo cannot open the accounts until sample checks pass testing and transmission testing is complete.</p>					
<b>Desktop Deposit® – 7 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Order supplies	Wells Fargo				
Complete and validate setup	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Send welcome package	Wells Fargo				
<b>Wells Fargo Electronic Deposit<sup>SM</sup> – 84 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Establish bank-defined limits	Wells Fargo				
Review and approve forms	the City				
Provide transmission specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Send test file	the City				
Provide test results	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Monitor live files	Wells Fargo				
Validate setup	Wells Fargo				
<b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.					
<b>Image File Import – 14 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Provide reference guide	Wells Fargo				
Issue transmission ID	Wells Fargo				
Set up manual user access and order tokens	Wells Fargo				
Download test file and confirm connectivity and format	the City				
Send live files	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Validate and finalize setup	Wells Fargo				
<b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.					
<b>PayCard – 30 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Provide IP address	the City				
Complete setup forms	Wells Fargo				
Complete setup on CardWiz portal	Wells Fargo – CardWiz				
Send welcome package	Wells Fargo				
Complete training	Wells Fargo / the City				
<b>Perfect Receivables® – 10 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Complete setup form	Wells Fargo				
Issue transmission ID	Wells Fargo				
Send outbound file	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Confirm and test layout received	Wells Fargo / the City				
Coordinate production install date	Wells Fargo / the City				
<b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.					
<b>Retail Lockbox – 90 to 180 days lead time</b>					
Review and approve specification document	the City				
Provide file layout (for transmission)	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Issue transmission ID	Wells Fargo				
Provide 100 sample remittance coupons and envelopes for testing	the City				
Provide lockbox number and live date	Wells Fargo				
Perform coupon and envelope testing	Wells Fargo				
Provide results of coupon and envelope testing	Wells Fargo				
Perform transmission testing	Wells Fargo / the City				
Move transmission ID into production	Wells Fargo				
Finalize setup	Wells Fargo				
Perform training	Wells Fargo / the City				
<b>Note:</b> The implementation time can be longer, depending on transmission testing, and begins after the retail lockbox specification document is approved, signed, and returned.					
<b>Returned Items – 5 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Issue transmission IDs	Wells Fargo				
Implement instructions	Wells Fargo				
Send test file	the City				
Validate setup	Wells Fargo				
<b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.					
<b>Smart Decision® – 15 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Order supplies (cash vault bag stickers)	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Implement Cash Vault services	Wells Fargo				
Request ACH IDs and complete keying	Wells Fargo				
Finalize setup	Wells Fargo				
<b>Stagecoach Sweep® – 2 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Implement sweep	Wells Fargo				
Establish sweep statement access	Wells Fargo				
Validate setup	Wells Fargo				
<b>WellsImage® Media – 20 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Provide MICR check specifications	Wells Fargo				
Provide test checks	the City				
Perform check testing (MICR and image)	Wells Fargo				
Finalize setup	Wells Fargo				
<b>Note:</b> The implementation time can be shorter (or longer) depending on check testing. It is also cycle dependent and can only be added at the beginning of a statement cycle if adding <i>WellsImage</i> Media to an existing account.					
<b>Wholesale Lockbox – 10 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Provide sample invoices (for image)	the City				
Perform invoice testing	Wells Fargo				
Provide lockbox number and live date	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Finalize setup	Wells Fargo				
Perform image training	Wells Fargo / the City				
<b>Wholesale Lockbox with transmission – 30 to 40 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Provide file layout specifications	Wells Fargo				
Provide sample invoices (for image)	the City				
Perform invoice testing	Wells Fargo				
Issue transmission ID	Wells Fargo				
Perform transmission testing	Wells Fargo / the City				
Provide lockbox number and live date	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Finalize setup	Wells Fargo				
<b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.					
<b>Wholesale Lockbox – 40 days</b>					
Review and confirm services; complete setup form	Wells Fargo / the City				
Provide 50 – 100 samples of remittance coupons and envelopes	the City				
Perform coupon and envelope testing	Wells Fargo				
Provide results of coupon and envelope testing	Wells Fargo				
Provide lockbox number and live date	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Training	Wells Fargo / the City				
Finalize setup	Wells Fargo				
<b>Note:</b> The implementation lead time represents the length of time it takes to make the service available to the City once the implementation coordinator gathers all the necessary information from you and any internal sources.					
<b>Wholesale Lockbox with transmission – 40 days</b>					
Review and confirm services; complete setup form	Wells Fargo / the City				
Provide file layout specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Provide 50 – 100 samples of remittance coupons and envelopes	the City				
Perform coupon and envelope testing	Wells Fargo				
Provide results of coupon and envelope testing	Wells Fargo				
Perform transmission testing	Wells Fargo / the City				
Provide lockbox number and live date	Wells Fargo				
Move transmission ID into production*	Wells Fargo				
Finalize setup	Wells Fargo				
Training	Wells Fargo / the City				
*the City agreement is required to move any transmission services into the production environment.					
<b>Note:</b> 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.					
<b>Zero Balance Account – 1 day lead time</b>					
Review and confirm services	Wells Fargo / the City				
Implement zero balance account	Wells Fargo				



Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Validate first transfer	Wells Fargo				
<b>Payment Manager® – 14 to 42 days lead time</b>					
Review and confirm services	Wells Fargo / the City				
Determine use of manual or automation process and method of transmission	Wells Fargo / the City				
Establish automation connection	the City				
Provide user guides and coordinate training	Wells Fargo				
Develop statement of work	Wells Fargo				
Approve and sign statement of work	the City				
Validate SIT/UAT test files	Wells Fargo / the City				
Add any additional accounts	Wells Fargo				
Move services into production	Wells Fargo				
Transmit and monitor production files	Wells Fargo / the City				
Verify and finalize setup	Wells Fargo				
<b>Note:</b> The times for all action items can vary depending on your choice of a standard or custom format and the availability of your internal resources for development and testing.					

### Expected completion date\* status legend

On track	At risk	On hold	Past due	Complete
----------	---------	---------	----------	----------

\*The expected completion date status is a color-coded tracking mechanism that provides a visual representation of the status of each step in the product implementation.

#### **iv. Disaster Recovery**

# Prepare for the unexpected with these helpful resources

## City of Fort Lauderdale

Being prepared for business disruptions is often your best defense when the unexpected happens. Be sure you're ready to continue with business as usual if you experience a disruption. Review the readiness resources and tips below and keep this document with your business continuity plans. We recommend reviewing it annually with your banking relationship team.

### Take steps to prevent prolonged business disruptions

**Account numbers.** Know where to find your account numbers when you need to act by maintaining a paper copy of your account names and numbers as part of your disaster preparedness plan. As always, securely store this information to prevent its access by unauthorized individuals.

**Access to information.** Keep a list of your login credentials, along with the purpose of each (for example your BAI file or ACH payroll). Be sure to store this sensitive information securely.

**Cash needs.** If you require coin or currency to operate, be prepared for possible bank closures and courier delays in the event of an emergency.

- For each business location, establish a standard emergency cash order (amount and denominations) that covers several days of business operations.
- In the event of a pending storm or other predicted business interruption, order, retain, or confirm your emergency level of coin and currency.
- If you use an armored courier service, have courier contact information readily available and ask your couriers to alert you when their on-road status changes.

### Product-specific considerations

#### Commercial Electronic Office® (CEO®) portal

Be sure to keep your RSA SecurID® token with you in the event you need to access the CEO portal from a remote location. If you need to log in to the portal from a different computer than you normally use, go to [wellsfargo.com/com](https://wellsfargo.com/com) and click on the Sign On button in the upper left-hand corner.

If your token is lost or not with you, Client Services can assign you a one-time passcode. This code is only for 24 hours.

#### CEO Mobile® service

In the event of a business disruption, you can access some of your CEO portal services through the CEO Mobile service. Log in to the service on your mobile device with the same credentials you use to log in to the CEO portal.

If you do not have your RSA SecurID® token with you or if it is lost, you can utilize the One Time Code\* service which sends you a SMS text message containing a single-use code. This code is only active for three minutes. If it is not used, you can request another one-time passcode be sent to you.

You can download the CEO Mobile iPhone app from the App store or the Android app from the Google Play store. For other smartphones, go to [ceomobile.wf.com](https://ceomobile.wf.com) to log in to the service.

\*The One Time Code service is only available to users with RSA SecurID® tokens and must be enrolled by a company administrator.

#### Wire Transfer service

Wire transfers can be initiated by telephone, either as part of your normal operations or as a contingency plan in case of disruption with your other methods of wire transfer. Your relationship manager or client services officer can help you set up your users for telephone wires. Setting up this access prior to a disruption will prevent unnecessary hold times and will allow your organization to initiate wires by telephone when you can't access the CEO portal. Once you have been set up for telephone wires, you can initiate wires by calling 1-888-384-8400 within North America and internationally by calling 303-384-8400. Please note: These numbers are for wire initiation only. If you have questions about wires, please call the customer service team at 1-800-AT-WELLS.

continued

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EXHIBIT 3  
15-0659

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Additionally, select functions of the Wire Transfer service, including the ability to approve wires, initiate templated wires, and review successful/unsuccessful wires from the past 24 hours, are available on a smartphone through the *CEO Mobile* service. Authorized *CEO* Wire Transfer users can use any smartphone to access these services by signing on to [ceomobile.wf.com](http://ceomobile.wf.com), or can download our free iPhone app from the Apple App Store.\*

\*Carrier's message and data rates may apply.

### ACH origination

We recommend maintaining a backup method through which you can generate and transmit ACH files as needed during an emergency. Your disaster preparedness plan should include alternate methods of initiating payments, generating, uploading, and submitting ACH files such as wire transfer or via telephone initiation.

Performing regular backups on ACH files sent to the bank enables you to access earlier files, change effective dates, and transmit the transactions to the bank. Here are some additional tips on how to save these files:

- Use an easy-to-transfer media like a CD or DVD.
- Keep files in the ACH format sent to the bank.
- If using media encryption, know how to unencrypt the file, or have the instructions on hand.

If you need help when sending files from an alternate location, please contact our Data Transmissions Help Desk at 1-800-659-1715.

If you need general assistance, including help with a reversal request, dishonoring a returned item, or refusing a notification of change (NOC), please call 1-800-745-2426 and select option 2. You can also delete or reverse items through the ACH Deletes & Reversals service on the *CEO* portal, or by faxing the ACH Item Delete/Reversal Request form to 1-866-359-0018. This form is available on the ACH Global Origination Services Resources site at [wellsfargo.com/treasury](http://wellsfargo.com/treasury).

To research your ACH transaction activity, access the ACH Inquiry service on the *CEO* portal, contact your Client Service Officer, or call 1-800-745-2426 and select option 2.

### ACH Fraud Filter service

Business disruptions can create opportunities for fraud. We can help you protect your accounts from fraud, allowing you to concentrate on supporting your customers, employees, and business.

You can access the ACH Fraud Filter service through the *CEO* portal, *CEO Mobile* service, or by calling ACH Operations at 1-800-745-2426.

### Treasury Information Reporting (TIR) and Stop Image Search (SIS)

In the rare event that TIR or SIS are unavailable, you can contact your bank representative to pull images, balances, transaction data, and to place stop payments. Limited reporting options are also available through the *CEO Mobile* service.

### Desktop Deposit® service

If local conditions prevent a trip to the bank or ATM, maintain your cash flow with the *Desktop Deposit* service. Simply capture check images using an approved scanner. Another option is to use your iPhone, iPad, or Android device to capture images using the *CEO Mobile* app for timely deposit to your account.

### Statements & Notices

If you're unable to access Commercial Checking, Savings Account statements, Multi-Currency Account statements, Client Analysis statements, Deposit Adjustment Notices or Stop Payment and Renewal Notices via *CEO* Statements & Notices, call 1-800-AT-WELLS to speak with your client services officer to request a copy of your documents via secure email.

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

### Cash Vault

Establish an emergency cash order plan to maintain adequate cash and coin at your location. Wells Fargo can still process your deposits and coins and currency orders, as each cash vault location has a dedicated backup site.

### PayCard

Rely on reloadable Visa® PayCards when traditional payroll methods are unavailable. Staff can withdraw funds at ATMs and make purchases from merchants who accept Visa cards.

### SAFE Transmission

If you are unable to access it in your usual manner, Secure Application File Exchange (SAFE) Transmission service has multiple access options. Single sign-on allows access through the *CEO* portal; manual browser access is available through a browser equipped with at least 128-bit SSL encryption; automated user access requires software to schedule sessions to automatically connect to the service to send or receive files; and the outbound push option automatically sends outbound files as they become available.

For accessing the SAFE Transmission service, it is recommended that you leverage URLs by your automation scripts to provide uninterrupted service if changes between SAFE Transmission sites is required. If IP addresses are used to access the service, or for firewall rules, IP addresses are available in your Automated User Quick Reference Guide, or by calling Wells Fargo Customer Services at 800-835-2265 x75555.

Date generated: June 2014



## How to contact your Wells Fargo team

You can reach the Treasury Management Client Services team at 1-800-AT-WELLS (1-800-289-3557), Monday through Friday, 7:00 a.m. to 10:00 p.m., and Saturdays, 9:00 a.m. to 7:00 p.m. Eastern Time.

### Other helpful telephone numbers:

Transmission issues – SAFE Transmission service  
Wells Fargo Customer Service – 1-800-835-2265, x875555  
Transmission issues – CONNECT:Direct®  
Transmission Support Service Help Desk at 1-800-574-6632

### Your relationship team:

Lance Aylsworth  
Relationship Manager  
lance.aylsworth@wellsfargo.com  
305-789-4824  
786-306-7404

Ashlye Edwards  
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904-634-6382

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Wells Fargo Direct Order Line 877-851-7258  
Wells Fargo Direct Order Fax Line 877-805-0179  
Wells Fargo Internal Mail Code Mac # E2843-011  
Email orders to [sales@superior-press.com](mailto:sales@superior-press.com)

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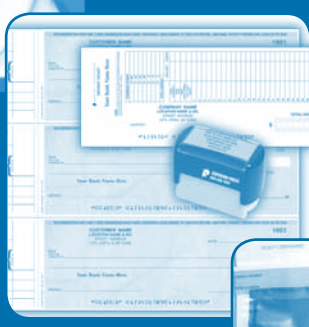
(Laser Checks; 8.5 x 11 & 8.5 x 14, Accessories & Continuous Checks)

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### **Mission Statement**

We pride ourselves on producing quality financial products on time, every time, the first time.

### **Our Guarantee**

If you are not completely satisfied with the quality of your order, please let us know and we will promptly replace it at no additional cost.

### **Our History**

Superior Press has been providing financial institutions and national retail corporations with commercial financial printing and bank supplies for over seventy years. What makes us unique is that we are the only financial printer in the United States that truly offers "one stop shopping" to commercial business banks and treasury management departments. We offer a complete line of banking supplies from deposit slips and checks, to plastic deposit bags, to coin wraps and currency straps, to fraud detection pens.

Superior Press was established in Los Angeles in 1931 and has enjoyed a long, successful relationship with many of the local area banks. Superior Press recognized the need to provide full service commercial printed forms to its clientele by offering not only standard deposit forms and checks, but facilitating our customer's requests for specialized and customized forms.

As the regional and local banks grew and merged, Superior Press was quick to understand that personalized customer service with a fast turnaround set us apart from our competition.

As we advance in the 21<sup>st</sup> century, Superior Press continues to respond to our clients' requests for "one stop shopping", offering a complete line of financial printing and banking supplies. Today, Superior Press has continued to support the evolution in banking by providing rentable desktop scanners to assist Wells Fargo Bank.

EXHIBIT C

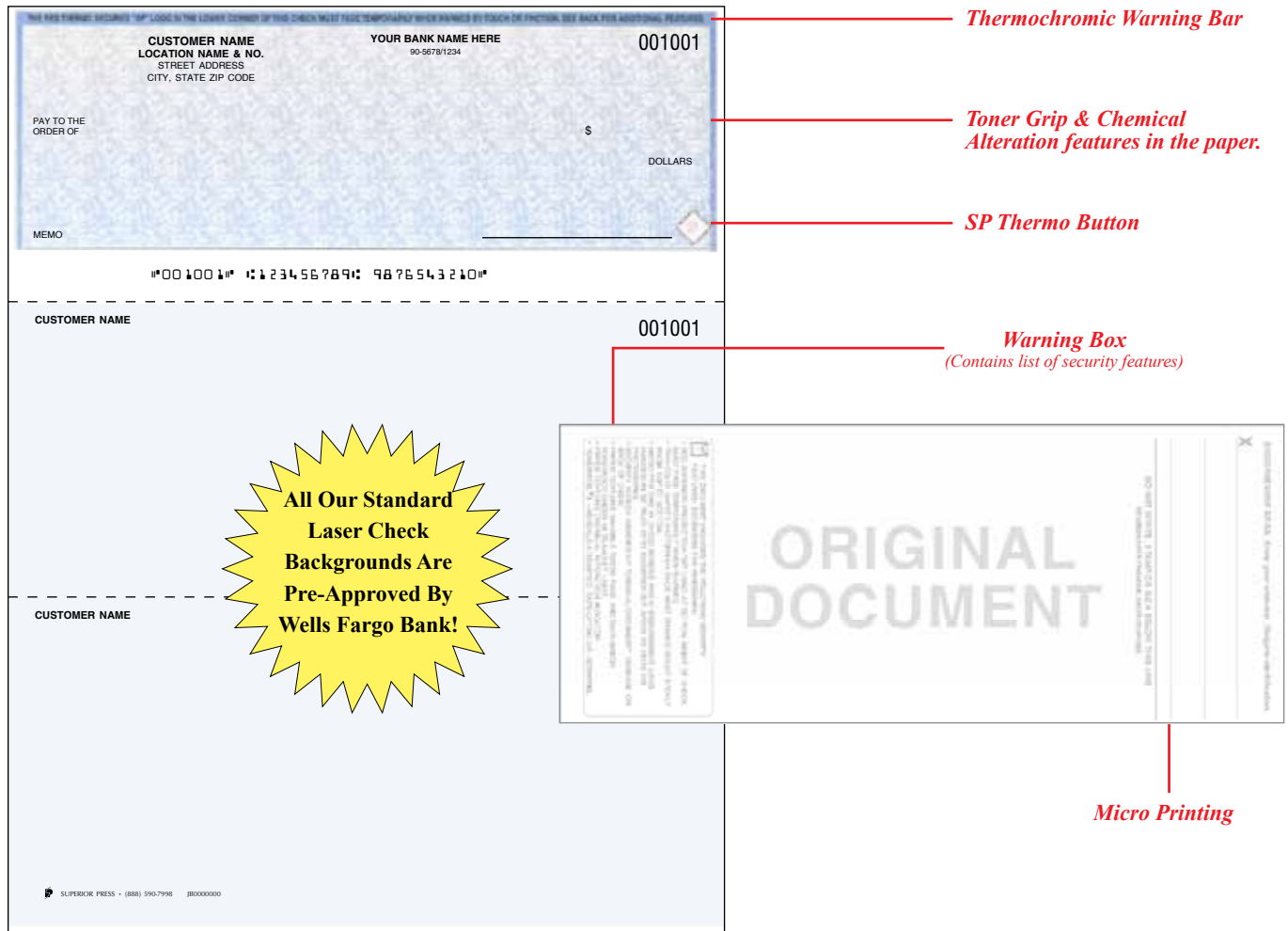
15-0659

## *Laser Checks*

*Software System or sample of current Laser Check needed.*

## Security Features

*All our Laser Checks are image compliant and meet American National Standards Institute*



**Top Position Laser Check**  
(Blue Thermochromic featured above)

### *Security Features: Thermochromic Stock - Highest Protection*

- 1) **Thermochromic Button:** Bottom right of the check must have a colored button which fades temporarily when warmed.
- 2) **Micro Printing:** Micro Printing in check border and in endorsement lines of backer can be read with magnifier but appears as dots on photocopies.
- 3) **Security Screen:** Screened “ORIGINAL DOCUMENT“ verbiage on back of check.
- 4) **Paper Qualities:** Paper has optically dead toner-grip face coating which prevents laser image alteration. Paper contains invisible fibers face and back which fluoresce under ultraviolet light. Paper has a colored back surface which discolors noticeably if chemical alteration is made.

**Security Features: Security Stock**

- 1) **Micro Printing:** Micro Printing in check border and in endorsement lines of backer can be read with magnifier but appears as dots on photocopies.
- 2) **Multi-Color Printing:** Multi-color printing with fading safety pattern on face.
- 3) **Paper Qualities:** Artificial watermark on back of check. Paper contains fibers face and back which fluoresce under ultraviolet light. Paper contains chemical alteration indicators.

### ***Security Features: Linen Stock***

- 1) **Void Pantograph:** When Check is photocopied it reads Void. May not work with all types of scanners and copiers.

# Laser Checks

Software System or sample of current Laser Check needed.



**Quickbooks / Quicken - with or without lines**  
**8.5 x 11**  
 (Green Thermochromic featured above)

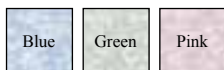


**Peachtree - Multi-Purpose**  
**8.5 x 11**  
 (Blue Security Stock featured above)

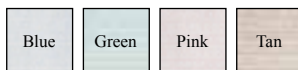
**All Our Standard  
 Laser Check  
 Backgrounds Are  
 Pre-Approved By  
 Wells Fargo Bank!**

## Color Options:

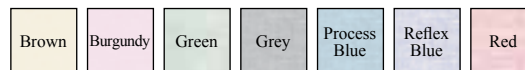
### Thermochromic\*



### Security



### Linen

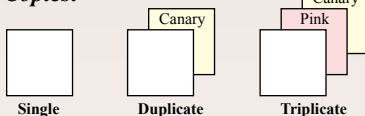


### Laser



\*Highest level of fraud prevention.

## Copies:



## Available Options:

Top, Middle, or Bottom Check Position  
 Wording over signature line  
 One or Two signature lines  
 Company Logo (applicable charges may apply)

## Production Time Frames:

Standard orders - 5 business days after artwork is approved by the customer.  
 Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).  
 Rush orders (additional fees may apply).

## Prices: Security / Linen

Applicable sales tax and delivery not included.  
 Prices subject to change without notice.

Quantity	Single	Duplicate	TriPLICATE
500	\$ 105.01	\$ 159.74	\$ 219.13
1000	\$ 143.33	\$ 245.31	\$ 331.30
1500	\$ 189.12	\$ 319.49	\$ 412.70
2000	\$ 239.78	\$ 381.91	\$ 458.05
5000	\$ 484.11	\$ 634.22	\$ 936.48

## Prices: Thermochromic

Quantity	Single	Duplicate	TriPLICATE
500	\$ 123.55	\$ 187.92	\$ 257.82
1000	\$ 168.63	\$ 288.60	\$ 389.77
1500	\$ 222.49	\$ 375.85	\$ 485.52
2000	\$ 282.05	\$ 449.32	\$ 538.90
5000	\$ 569.57	\$ 746.12	\$ 1101.76

Call for price quote on larger quantities.

# Laser Checks

Software System or sample of current Laser Check needed.

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE ZIP CODE		YOUR BANK NAME HERE 90-56781234	001001
PAY TO THE ORDER OF _____ \$ _____		DOLLARS	
MEMO _____			
⑈001001⑈ ⑆123456789⑆ 9876543210⑈			

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE ZIP CODE		YOUR BANK NAME HERE 90-56781234	001002
PAY TO THE ORDER OF _____ \$ _____		DOLLARS	
MEMO _____			
⑈001002⑈ ⑆123456789⑆ 9876543210⑈			

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE ZIP CODE		YOUR BANK NAME HERE 90-56781234	001003
PAY TO THE ORDER OF _____ \$ _____		DOLLARS	
MEMO _____			
⑈001003⑈ ⑆123456789⑆ 9876543210⑈			

⑈ SUPERIOR PRESS - (888) 350-7900 ⑈0000000

**3-On-A-Page Quickbooks / Quicken - with or without lines**  
**8.5 x 11**  
 (Available in Blue, Green, and Pink Security Stock only.)

CUSTOMER NAME VENDOR NO.		NAME	CHECK DATE	001001
REFERENCE NUMBER	INVOICE DATE	GROSS AMOUNT	DISCOUNT TAKEN	NET AMOUNT PAID
TOTAL ▶				

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE ZIP CODE		YOUR BANK NAME HERE 90-56781234	001001
PAY TO THE ORDER OF _____		DATE _____	AMOUNT _____
⑈001001⑈ ⑆123456789⑆ 9876543210⑈			

---

CUSTOMER NAME		001001
---------------	--	--------

⑈ SUPERIOR PRESS - (888) 350-7900 ⑈0000000

**ACCPAC - Accounts Payable**  
**8.5 x 11**  
 (Pink Security Stock featured above)

CUSTOMER NAME					001001
REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE ZIP CODE		YOUR BANK NAME HERE 90-56781234	DATE	001001
PAY TO THE ORDER OF _____		AMOUNT	\$ _____	
⑈001001⑈ ⑆123456789⑆ 9876543210⑈				

---

CUSTOMER NAME					001001
REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	

⑈ SUPERIOR PRESS - (888) 350-7900 ⑈0000000

**Peachtree - Accounts Payable**  
**8.5 x 11**  
 (Green Security Stock featured above)

CUSTOMER NAME		001001
---------------	--	--------

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE ZIP CODE		YOUR BANK NAME HERE 90-56781234	DATE	001001
PAY TO THE ORDER OF _____		AMOUNT	\$ _____	
⑈001001⑈ ⑆123456789⑆ 9876543210⑈				

---

CUSTOMER NAME		001001
---------------	--	--------

⑈ SUPERIOR PRESS - (888) 350-7900 ⑈0000000

**MAS 90 - Multi-Purpose**  
**8.5 x 11**  
 (Tan Security Stock featured above)

# Laser Checks

Software System or sample of current Laser Check needed.

CUSTOMER NAME						001001
CUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE, ZIP CODE		YOUR BANK NAME HERE 90-58781234	001001
CHECK DATE	CONTROL NUMBER	AMOUNT	

PAY TO THE ORDER OF

⑈001001⑈ ⑆123456789⑆ 9876543210⑈

---

CUSTOMER NAME		001001

SLIPCHECK PRESS • (888) 590-7918 • 88000000

**Solomon Software**  
8.5 x 11  
(Blue ThermoChromic featured above)

CUSTOMER NAME						001001
VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	AMOUNT	AMOUNT PAID	DISCOUNT

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE, ZIP CODE		YOUR BANK NAME HERE 90-58781234	001001
CHECK DATE	CONTROL NUMBER	AMOUNT	

PAY TO THE ORDER OF

⑈001001⑈ ⑆123456789⑆ 9876543210⑈

---

CUSTOMER NAME		001001

SLIPCHECK PRESS • (888) 590-7918 • 88000000

**Great Plains**  
8.5 x 11  
(Green ThermoChromic featured above)

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE, ZIP CODE		YOUR BANK NAME HERE 90-58781234	001001
CHECK DATE	CHECK NUMBER	AMOUNT	

PAY TO THE ORDER OF

⑈001001⑈ ⑆123456789⑆ 9876543210⑈

---

CUSTOMER NAME LOCATION NAME & NO.		001001

---

CUSTOMER NAME LOCATION NAME & NO.		001001

SLIPCHECK PRESS • (888) 590-7918 • 88000000

**Yardi**  
8.5 x 11  
(Reflex Blue Linen featured above)

*Duplicate Check Shown*

CUSTOMER NAME						001001
DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE	

---

CUSTOMER NAME LOCATION NAME & NO. STREET ADDRESS CITY, STATE, ZIP CODE		YOUR BANK NAME HERE 90-58781234	001001
CHECK DATE	CHECK NUMBER	AMOUNT	

PAY TO THE ORDER OF

⑈001001⑈ ⑆123456789⑆ 9876543210⑈

---

CUSTOMER NAME		001001

SLIPCHECK PRESS • (888) 590-7918 • 88000000

**Timberline - Accounts Payable**  
8.5 x 11  
(Green Linen featured above)



# Laser Checks - Legal Size

Software System or sample of current Laser Check needed.

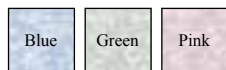
**SMS Layout - 8.5" x 14"**  
(Green Linen featured above)

**FPS Layout - 8.5" x 14"**  
(Blue Thermochromic featured above)

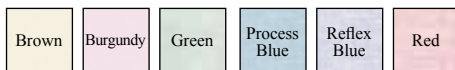
**Legal Size  
Laser Checks  
Are Great For  
Escrow  
Companies!**

## Color Options:

Thermochromic\*



Linen

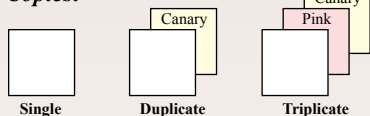


Laser



\*Highest level of fraud prevention.

## Copies:



## Available Options:

Top Position only  
Wording over signature line  
One or Two signature lines  
Company Logo (applicable charges may apply)

## Production Time Frames:

Standard orders - 5 business days after artwork is approved by the customer.  
Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).  
Rush orders (additional fees may apply).

## Prices: Linen / Laser

Quantity	Single	Duplicate	Triplicate
500	\$ 134.25	\$ 182.67	\$ 227.37
1000	\$ 153.21	\$ 230.13	\$ 291.04
1500	\$ 203.17	\$ 308.38	\$ 354.11
2000	\$ 250.23	\$ 367.61	\$ 451.72
5000	\$ 539.44	\$ 782.10	\$ 1046.91

## Prices: Thermochromic

Quantity	Single	Duplicate	Triplicate
500	\$ 159.74	\$ 213.93	\$ 258.64
1000	\$ 188.85	\$ 261.45	\$ 322.31
1500	\$ 249.69	\$ 361.43	\$ 431.22
2000	\$ 299.44	\$ 403.10	\$ 535.49
5000	\$ 604.47	\$ 869.23	\$ 1135.14

Applicable sales tax and delivery not included.  
Prices subject to change without notice.

Call for price quote on larger quantities.

# Laser Checks - Accessories

Laser Deposit Tickets, Escrow Receipts, Envelopes & Blank Stock

**DEPOSIT TICKET**

CASH

COMPANY NAME  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

Date

Signature

Your Bank Name Here

TOTAL NUMBER OF DEPOSITED ITEMS

234567890123456789012

**Laser Deposit Ticket Prices**

Quantity	Single
250	\$ 47.68
500	\$ 84.53
1000	\$ 166.08

© SUPERIOR PRESS, SAN DIEGO, CA 92108 (800) 590-7908

**DS10 - Quickbooks Laser Deposit Ticket**  
8.5 x 11

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

TRUST RECEIPT NUMBER: 1001

COMPANY OFFICE

ESCROW NO. DATE

Received From

Amount of \$

☐ Cash ☐ Check ☐ Wire ☐ Received After Hour ☐  
☐ Draft ☐ Cashier Chk ☐ Money Order Benefit of ☐ Buyer ☐ Other ☐ Seller

ABA/CIF#

Received by

**ORIGINAL COPY**

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

TRUST RECEIPT NUMBER: 1001

COMPANY OFFICE

ESCROW NO. DATE

Received From

Amount of \$

☐ Cash ☐ Check ☐ Wire ☐ Received After Hour ☐  
☐ Draft ☐ Cashier Chk ☐ Money Order Benefit of ☐ Buyer ☐ Other ☐ Seller

ABA/CIF#

Received by

**FILE COPY**

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

TRUST RECEIPT NUMBER: 1001

COMPANY OFFICE

ESCROW NO. DATE

Received From

Amount of \$

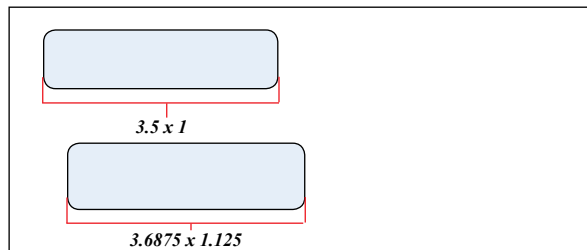
☐ Cash ☐ Check ☐ Wire ☐ Received After Hour ☐  
☐ Draft ☐ Cashier Chk ☐ Money Order Benefit of ☐ Buyer ☐ Other ☐ Seller

ABA/CIF#

Received by

**ACCOUNTING COPY**

**Escrow Receipt**  
8.5 x 11

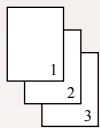


**8 5/8" x 3 3/8" Double Window Envelope (DW4)**

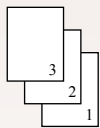
## How To Order Laser Checks:

- 1) Identify Accounting Software position and size:  
letter (8.5 x 11) or legal (8.5 x 14)
- 2) Obtain Customer and Bank information to be printed
- 3) Choose quantity
- 4) Choose check background color
- 5) Choose copies needed
- 6) Choose start number and number of signature lines
- 7) Choose shipping method and ship to information
- 8) Choose collating option (See Collating Options)

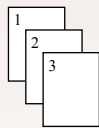
### Collating Options:



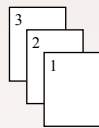
**Option 1**  
Face Up, Starting Number on Top



**Option 2**  
Face Up, Starting Number on Bottom



**Option 3**  
Face Down, Starting Number on Top



**Option 4**  
Face Down, Starting Number on Bottom

**Option 5** Stack Originals & Copies in Separate Boxes  
(For Duplicate Checks Only)

Applicable sales tax and delivery not included.  
Prices subject to change without notice.

### Escrow Receipt Prices:

Qty. 500	Qty. 1000	Qty. 1500	Qty. 2000
\$ 81.28	\$ 140.88	\$ 195.08	\$ 238.42

### 8 5/8" x 3 3/8" Double Window Envelope (DW4) Prices:

Qty. 500	Qty. 1000	Qty. 2500	Qty. 5000
\$ 39.01	\$ 67.20	\$ 162.55	\$ 312.10

### Laser Checks Blank Stock - Linen\* Prices:

Stock Size	Qty. 1000	Qty. 2500	Qty. 5000
8.5 x 11	\$ 58.39	\$ 131.25	\$ 206.66
8.5 x 14	\$ 71.69	\$ 163.54	\$ 259.94

\* Call for other stock options



# Continuous Checks

*A original sample or software layout must be provided for proper alignment.*

**CUSTOMER NAME** 001001

**YOUR LOGO AVAILABLE HERE**

**CUSTOMER NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE ZIP CODE

**YOUR BANK NAME HERE**  
90-5678/1234

001001

PAY TO THE ORDER OF

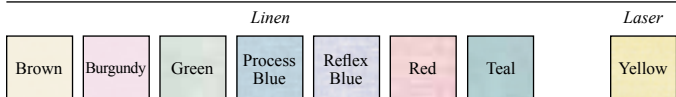
DATE

AMOUNT

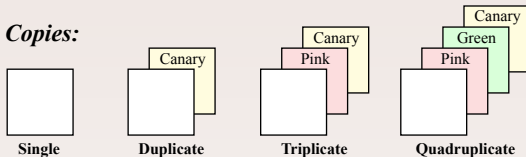
⑈001001⑈ ⑆123456789⑆ 9876543210⑈

**Sample Layout 9.5" x 7" - Other sizes available.**  
(Green Value Secure Linen stock featured above)

## Color Options:



## Copies:



## Available Options:

Top or Bottom Check Position  
Wording over signature line  
One or Two signature lines  
Company Logo (applicable charges may apply)

## Production Time Frames:

Standard orders - 5 to 7 business days after artwork is approved by the customer.  
Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).  
Larger quantities may take longer.  
Rush orders (additional fees may apply).

## Prices: Linen - (9.5" x 7" standard size)

*Applicable sales tax and delivery not included.  
Prices subject to change without notice.*

Quantity	Single	Duplicate	Triplicate
500	\$ 122.46	\$ 157.75	\$ 184.79
1000	\$ 158.42	\$ 202.42	\$ 232.67
2000	\$ 224.42	\$ 307.83	\$ 378.42
3000	\$ 268.88	\$ 418.75	\$ 486.13
5000	\$ 350.00	\$ 581.46	\$ 709.79

*Call for price quote on larger quantities.*

*Hole punch on copies available (additional fees may apply)*

# Three-On-A-Page Checks

## Security Features

4.125 x 9.1875

All our Three-On-A-Page Checks are image compliant and meet American National Standards Institute

8.4375 x 9.1875

The image displays three checks from a 'Three-On-A-Page' set. Each check is numbered 1001, 1002, and 1003 respectively. The checks are green and feature a 'Thermochromic Warning Bar' at the top, which is a gray background that fades when touched or rubbed. The checks are printed on 'Chemical Reactive Paper'. The back of the checks features 'Micro Printing', which is a series of small dots that form a list of security features when viewed under a magnifying glass. The checks are also 'image compliant' and meet American National Standards Institute (ANSI) requirements.

Thermochromic  
Warning Bar

Chemical  
Reactive Paper

### Three-On-A-Page Check

12.5625 x 9.1875

(SP9 Green Thermochromic featured above)

Warning Box  
(Contains list of security features)

Micro Printing

## Security Features: Thermochromic Stock - Highest Protection

- 1) **Thermochromic Warning Bar:** Warning bar at top of the check must have a gray background which fades temporarily when warmed by touch or friction.
- 2) **Micro Printing:** Microtype printed on face and endorsement lines (backer) can be easily read with magnifier but appears as dots on photocopies.
- 3) **Multi-Color Printing & Artificial Watermark:** Multi-color printing on face. Artificial watermark and faint image of word "Original" on back of check.
- 4) **Paper Qualities:** Paper contains fibers face and back which fluoresce under U.V. light. Paper contains chemical alteration indicators.

## How To Order Three-On-A-Page Checks:

- 1) Identify Accounts Payable or Payroll Check
- 2) Obtain Customer information and bank information to be printed
- 3) Choose quantity
- 4) Choose check background color
- 5) Choose copies needed
- 6) Choose start number and number of signature lines
- 7) Choose shipping method and ship to information
- 8) Three-On-A-Page Check Binder needed?

# Three-On-A-Page Checks - Accounts Payable

4.125 x 9.1875

8.4375 x 9.1875

**All Our Standard  
3-On-A-Page Check  
Backgrounds Are  
Pre-Approved By  
Wells Fargo Bank!**

BAL BROTT FORD		CUSTOMER NAME LOCATION NAME & NO. 1001 STREET ADDRESS CITY, STATE, & ZIP CODE		DATE 12-34 5678
TOTAL		PAY TO THE ORDER OF \$		DOLLARS
THIS CHECK		Your Bank Name Here		
OTHER TRANS +/-		MEMO		MP
BALANCE		1000 100 210 12 34 56 78 90 12 34 56 78 90 12		

**SP 9 - Accounts Payable \*Our Most Popular Style**

12.5625 x 9.1875

(Blue Thermochromic featured above)

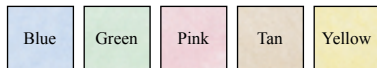
**7 Ring Binder**

**14 x 10**

(Available in black or blue)

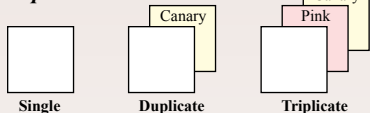
**Color Options:**

Thermochromic\*



\*Highest level of fraud prevention.

**Copies:**



**Available Options:**

Wording over signature line  
One or Two signature lines  
Company Logo (applicable charges may apply)  
Three-On-A-Page deposit slips available upon request.

**Production Time Frames:**

Standard orders - 5 business days after artwork is approved by the customer.  
Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).  
Rush orders (additional fees may apply).

**Prices: Thermochromic**

Quantity	Single	Duplicate	Triplicate
300	\$ 52.46	\$ 73.56	\$ 102.65
500	\$ 74.14	\$ 102.65	\$ 153.97
1000	\$ 125.46	\$ 182.49	\$ 285.14
1500	\$ 146.31	\$ 251.97	

7 Ring Binder sold separately; \$ 14.25 each  
Additional Plastic Check Keeper; \$ 5.95 each  
Call for price quote on larger quantities

Applicable sales tax and delivery not included.  
Prices subject to change without notice.

# Three-On-A-Page Checks - Accounts Payable

4.125 x 3.0625

8.4375 x 3.0625

<p style="text-align: right;">\$ _____</p> <p>Date _____</p> <p>To _____</p> <p>For _____</p> <p>Amount brought Forward _____</p> <p>Amount deposited _____</p> <p>Total _____</p> <p>Amount of this Check _____</p> <p>Balance Forward _____</p>	<p style="text-align: right;">1001</p> <p>CUSTOMER NAME LOCATION NAME &amp; NO. STREET ADDRESS CITY, STATE, &amp; ZIP CODE</p> <p>DATE _____ 12-34 5678</p> <p>PAY TO THE ORDER OF _____ \$ _____</p> <p>_____ DOLLARS</p> <p>Your Bank Name Here</p> <p>FOR _____ MP</p> <p style="text-align: center;">⑈00000⑈ ⑆123456789⑆123456789⑈</p>
---	--

**Check & Stub Size 12.5625 x 3.0625**  
**SP 1 - Accounts Payable**  
 (Tan Thermochromic 1 up featured above)

**All Our Standard  
3-On-A-Page Check  
Backgrounds Are  
Pre-Approved By  
Wells Fargo Bank!**

4.125 x 3.0625

8.4375 x 3.0625

<p style="text-align: right;">BAL BROKT FORD</p> <p>DATE _____</p> <p>TO _____</p> <p>FOR _____</p> <p>TOTAL _____</p> <p>THIS CHECK _____</p> <p>OTHER TRANS. +/- _____</p> <p>TAX DEDUCTIBLE <input type="checkbox"/> BALANCE _____</p>	<p style="text-align: right;">1001</p> <p>CUSTOMER NAME LOCATION NAME &amp; NO. STREET ADDRESS CITY, STATE, &amp; ZIP CODE</p> <p>DATE _____ 12-34 5678</p> <p>PAY TO THE ORDER OF _____ DOLLARS \$ _____</p> <p>_____ DOLLARS</p> <p>Your Bank Name Here</p> <p>FOR _____ MP</p> <p style="text-align: center;">⑈00000⑈ ⑆123456789⑆123456789⑈</p>
---	--

**Check & Stub Size 12.5625 x 3.0625**  
**SP 9W - Accounts Payable**  
 (Yellow Thermochromic 1 up featured above)

4.125 x 3.0625

8.4375 x 3.0625

<p style="text-align: right;">\$ _____</p> <p>Date _____</p> <p>To _____</p> <p>For _____</p> <p>Amount brought Forward _____</p> <p>Amount deposited _____</p> <p>Total _____</p> <p>Amount of this Check _____</p> <p>Balance Forward _____</p>	<p style="text-align: right;">1001</p> <p>CUSTOMER NAME LOCATION NAME &amp; NO. STREET ADDRESS CITY, STATE, &amp; ZIP CODE</p> <p>DATE _____ 12-34 5678</p> <p>PAY TO THE ORDER OF _____ \$ _____</p> <p>_____ DOLLARS</p> <p>Your Bank Name Here</p> <p>FOR _____ MP</p> <p style="text-align: center;">⑈00000⑈ ⑆123456789⑆123456789⑈</p>
---	--

**Check & Stub Size 12.5625 x 3.0625**  
**SP 10 - Accounts Payable**  
 (Green Thermochromic 1 up featured above)

# Three-On-A-Page Checks - Accounts Payable

4.125 x 3.0625
8.4375 x 3.0625

<p style="text-align: right;">BAL BRYT FORD</p> <p>DATE _____</p> <p>TO _____</p> <p>FOR _____</p> <p>TOTAL _____</p> <p>THIS CHECK _____</p> <p>OTHER TRANS. +/- _____</p> <p>BALANCE _____</p> <p>TAX DEDUCTIBLE <input type="checkbox"/></p>	DEPOSITS	<p style="text-align: right;">1001</p> <p>CUSTOMER NAME LOCATION NAME &amp; NO. STREET ADDRESS CITY, STATE, &amp; ZIP CODE</p> <p>DATE _____ 12-34 5678</p> <p>PAY TO THE ORDER OF _____ \$ _____</p> <p>_____ DOLLARS</p> <p>MP</p> <p style="text-align: center;">1100100111 123456789123456789011</p>
---	----------	--

Check & Stub Size 12.5625 x 3.0625  
 SP 9Box - Accounts Payable  
 (Blue Thermochromic 1 up featured above)

4.125 x 3.0625
8.4375 x 3.0625

<p style="text-align: right;">BAL BRYT FORD</p> <p>DATE _____</p> <p>TO _____</p> <p>FOR _____</p> <p>TOTAL _____</p> <p>THIS CHECK _____</p> <p>OTHER TRANS. +/- _____</p> <p>BALANCE _____</p> <p>TAX DEDUCTIBLE <input type="checkbox"/></p>	DEPOSITS	<p style="text-align: right;">1001</p> <p>CUSTOMER NAME LOCATION NAME &amp; NO. STREET ADDRESS CITY, STATE, &amp; ZIP CODE</p> <p>DATE _____ 12-34 5678</p> <p>PAY TO THE ORDER OF _____ \$ _____</p> <p>_____ DOLLARS</p> <p>MP</p> <p style="text-align: center;">1100100111 123456789123456789011</p>
---	----------	--

Check & Stub Size 12.5625 x 3.0625  
 SP 9WBox - Accounts Payable  
 (Pink Thermochromic 1 up featured above)

4.125 x 3.0625
8.4375 x 3.0625

<p style="text-align: right;">BAL BRYT FORD</p> <p>DATE _____</p> <p>TO _____</p> <p>FOR _____</p> <p>TOTAL _____</p> <p>THIS CHECK _____</p> <p>OTHER TRANS. +/- _____</p> <p>BALANCE _____</p> <p>TAX DEDUCTIBLE <input type="checkbox"/></p>	DEPOSITS	<p style="text-align: right;">1001</p> <p>CUSTOMER NAME LOCATION NAME &amp; NO. STREET ADDRESS CITY, STATE, &amp; ZIP CODE</p> <p>DATE _____ 12-34 5678</p> <p>PAY TO THE ORDER OF CUSTOMER NAME***** \$ _____</p> <p>_____ DOLLARS</p> <p>NO SIGNATURES REQUIRED MP</p> <p style="text-align: center;">1100100111 123456789123456789011</p>
---	----------	--

Check & Stub Size 12.5625 x 3.0625  
 Depository Transfer Check - (DTC)  
 (Green Thermochromic 1 up featured above)

# Three-On-A-Page Checks - Payroll Options

2.75 x 3.0625      2.125 x 3.0625      7.6875 x 3.0625

<b>CUSTOMER NAME</b> STREET ADDRESS CITY, STATE, & ZIP CODE		<b>CUSTOMER NAME</b> <b>LOCATION NAME &amp; NO.</b> STREET ADDRESS CITY, STATE, & ZIP CODE	<b>1001</b> 12-34 5678
TO _____ FOR _____ OTHER _____ TAX DEDUCTIBLE _____ BALANCE _____	EMPLOYER'S STATEMENT OF EARNINGS AND DEDUCTIONS (SEE INSTRUCTIONS)	PAY TO THE ORDER OF _____ \$ _____ DOLLARS Your Bank Name Here FOR _____ ⑈00⑆00⑆⑈ ⑈23456789⑈⑈234567890⑈	

Check & Stub Size 12.5625 x 3.0625

SP11 - Payroll \*One A/P and One Payroll Stub with check for Dual Purpose Check Writing

(Green Safety Value 1 up featured above)

2.75 x 3.0625      2.125 x 3.0625      7.6875 x 3.0625

<b>CUSTOMER NAME</b> STREET ADDRESS CITY, STATE, & ZIP CODE		<b>CUSTOMER NAME</b> <b>LOCATION NAME &amp; NO.</b> STREET ADDRESS CITY, STATE, & ZIP CODE	<b>1001</b> 12-34 5678
TO _____ FOR _____ OTHER _____ TAX DEDUCTIBLE _____ BALANCE _____	EMPLOYER'S STATEMENT OF EARNINGS AND DEDUCTIONS (SEE INSTRUCTIONS)	PAY TO THE ORDER OF _____ \$ _____ DOLLARS Your Bank Name Here FOR _____ ⑈00⑆00⑆⑈ ⑈23456789⑈⑈234567890⑈	

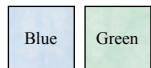
Check & Stub Size 12.5625 x 3.0625

SP650 - Payroll \*Double Payroll Stub and Check

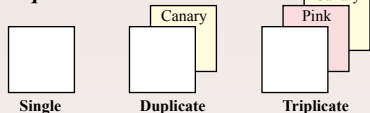
(Blue Safety Value 1 up featured above)

## Color Options:

Security Stock (Not offered in Thermochromic)



## Copies:



## Available Options:

Wording over signature line  
 One or Two signature lines  
 Company Logo (applicable charges may apply)  
 Three-On-A-Page deposit slips available upon request.

## Production Time Frames:

Standard orders - 5 business days after artwork is approved by the customer.  
 Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).  
 Rush orders (additional fees may apply).

## Prices: Security Stock

Applicable sales tax and delivery not included.  
 Prices subject to change without notice.

Quantity	Single	Duplicate	Triplicate
300	\$ 49.90	\$ 81.28	\$ 156.27
500	\$ 68.60	\$ 120.18	\$ 174.21
1000	\$ 124.20	\$ 220.87	\$ 313.80
1500	\$ 224.39	\$ 325.51	

7 Ring Binder sold separately; \$ 14.25 each

Additional Plastic Check Keeper; \$ 5.95 each

Both payroll options contains two stubs and check for Record Keeping

Both payroll checks fit 7 Ring Binder

Call for price quote on larger quantities



### Three-On-A-Page Checks - Corporate Traveller

[illegible] $8.4375 \times 9.1875$ 

(Tan Thermochromic featured above)



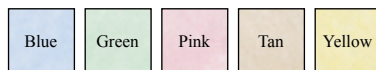
*Corporate Traveller Deskbook*

 $9.625 \times 9.6875$ 

(Available in Black only)

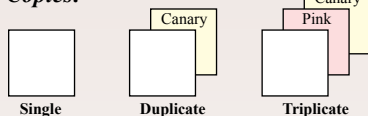
***Color Options:***

Thermochromic\*



\*Highest level of fraud prevention.

**Copies:**



**Available Options:**

Wording over signature line

One or Two signature lines

Company Logo (applicable charges may apply)

Three-On-A-Page deposit slips available upon request.

***Production Time Frames:***

Standard orders - 5 business days after artwork is approved by the customer.

Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).

Rush orders (additional fees may apply).

**Prices:** *Thermochromic*

*Applicable sales tax and delivery not included.  
Prices subject to change without notice.*

Quantity	Single	Duplicate	Triplicate
300	\$ 52.46	\$ 85.54	\$ 164.52
500	\$ 74.14	\$ 126.49	\$ 218.64
1000	\$ 130.71	\$ 232.44	\$ 330.24
1500	\$ 184.83	\$ 325.51	

*Additional Registers; \$ 3.79each*

*Additional Deskbook; \$ 3.79 each*

*Call for price quote on larger quantities*

***Order comes complete with:***

- 1) 1 Black Traveller Deskbook
- 2) 1 Check Register (10 pages)
- 3) 300 Checks - 30 Deposit Slips included upon request

*Corporate Traveller Checks, Deposit Slips, and Withdrawal Slips*

[illegible]

*Includes 60 Checks with Cover & register*  
**8.4375 x 9.1875**

<b>COMPANY NAME</b>		<b>LOCATION NAME &amp; NO.</b>	
<b>STREET ADDRESS</b>		<b>CITY, STATE, ZIP CODE</b>	
<b>DEPOSIT TICKET</b>		<b>DATE</b>	<b>\$</b>
NOTICE: DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.		Please fill out items on the back of this ticket or attach to list and enter the total deposited in this box.	
<b>Your Bank Name Here</b>			
⑈00100⑈ ⑆123456789⑆123456789⑆			

*Includes 45 Deposit Slips*  
Size 8.375x 3.625

[illegible]

*Includes 45 Withdrawal Slips*  
Size 8.375x 3.625

***Color Options:***

Thermochromic\*

Blue	Green	Pink	Tan	Yellow
------	-------	------	-----	--------

\*Highest level of fraud prevention.

**Copies:**

**Single**      **Duplicate**

**Available Options:**

Wording over signature line  
One or Two signature lines  
Company Logo (applicable charges may apply)  
Three-On-A-Page deposit slips available upon request.

***Production Time Frames:***

Standard orders - 5 business days after artwork is approved by the customer.  
Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).  
Rush orders (additional fees may apply).

**Prices:** *Thermochromic*

*Applicable sales tax and delivery not included.  
Prices subject to change without notice.*

Quantity	Single	Duplicate
1 Kit	\$ 48.71	\$ 64.97

*Additional pricing may apply for custom orders*



## Starter Checks - Pocket Traveller

[illegible]
$$8.4375 \times 3.0625$$

(Green Thermochromic featured above)

### *Pocket Traveller Cover*

***9 x 6.6875***

(Available in black only)

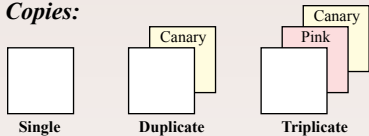
***Color Options:***

*Thermochromic\**



\*Highest level of fraud prevention.

**Copies:**



**Available Options:**

Wording over signature line

### One or Two signature lines

Company Logo (applicable charges may apply)

***Production Time Frames:***

Standard orders - 5 business days after artwork is approved by the customer.

Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).

Rush orders (additional fees may apply).

**Prices:** *Thermochromic*

*Applicable sales tax and delivery not included.  
Prices subject to change without notice.*

Quantity	Single	Duplicate	Triplicate
50	\$ 26.35	\$ 41.17	\$ 51.85
100	\$ 35.53	\$ 50.30	\$ 61.86
200	\$ 45.05	\$ 69.19	\$ 85.81

*Call for price quote on larger quantities.*

***Order comes complete with:***

- 1) 1 Black Pocket Traveller Cover
- 2) 1 Check Register
- 3) 50 Checks

*All our Voucher Checks are image compliant and meet American National Standards Institute*

**Warning Box**  
(Contains list of security features)

## 16

# Voucher Checks

SUPERIOR PRESS, SANTA FE SPRINGS, (888) 390-7996

---

THIS WARNING BAR MUST HAVE A GRAY BACKGROUND WHICH FADES TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. ADDITIONAL SECURITY FEATURES ARE LISTED ON THE BACK.

**CUSTOMER NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, & ZIP CODE

**Your Bank Name Here**  
12-34  
5678

**1001**

DATE \_\_\_\_\_

PAY TO THE ORDER OF \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

MP

⑈00100⑈ ⑈123456789⑈ ⑈1234567890⑈

---

DETACH AND RETAIN THIS STATEMENT  
"A" ATTACHED CHECK IS A "PAPER" CHECK. "B" DESCRIBED BELOW  
IS NOT CONNECTED. PLEASE NOT AT ALL. OTHERWISE, ACHIEVE YOUR GOALS

**CUSTOMER NAME**  
LOCATION NAME & NO.

**1001**

DATE	DESCRIPTION	AMOUNT

Check Style: SPS

Voucher Style: #1

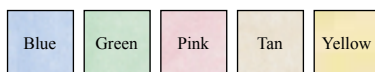
**SPS1 - Voucher Check**  
Size 8.368 x 7.79  
(Blue ThermoChromic featured above)

**All Our Standard  
Voucher Check  
Backgrounds Are  
Pre-Approved By  
Wells Fargo Bank!**

Choose from two styles of checks and five different voucher styles on the next page or create a custom voucher to fit your needs.

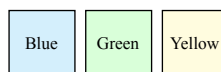
## Color Options:

ThermoChromic\*



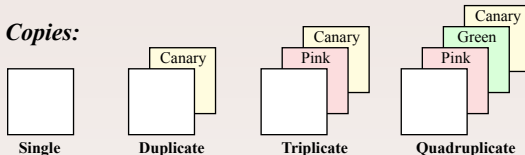
\*Highest level of fraud prevention.

Basketweave\*



\*Basketweave orders add an extra \$ 76.00 per 1000 checks

## Copies:



## Available Options:

Wording over signature line  
One or Two signature lines  
4 hole punch on copies  
Company Logo (applicable charges may apply)

## Production Time Frames:

Standard orders - 7 to 10 business days after artwork is approved by the customer.  
Custom orders - 7 to 10 business days after artwork is approved by the customer (additional fees may apply).  
Rush orders (additional fees may apply).

## Prices: ThermoChromic

Quantity	Single	Duplicate	Triplicate	Quadruplicate
300	\$ 84.51	\$ 177.64	\$ 209.69	\$ 254.06
500	\$ 96.00	\$ 230.16	\$ 277.04	\$ 323.80
1000	\$ 151.01	\$ 305.89	\$ 380.77	\$ 455.65
2000	\$ 263.64	\$ 531.43	\$ 716.72	\$ 863.05
3000	\$ 347.58	\$ 951.64	\$ 1190.32	\$ 1663.88

Applicable sales tax and delivery not included.  
Prices subject to change without notice.

Basketweave orders add an extra \$ 76.00 per 1000 checks  
Call for price quote on larger quantities

## Voucher Checks

[illegible]

— **Check Style: SPW**

— **Voucher Style: #3**

**SPW3 - Voucher Check**  
**Size 8.368 x 7.79**  
 (Green Thermochromic featured above)

Choose from five different voucher styles below or create a custom voucher to fit your needs

[illegible]

***Voucher #1 - General Disbursement***

[illegible]

***Voucher #2 - General Disbursement***

[illegible]

***Voucher #3 - Hourly Payroll / General Disbursement***

[illegible]**Voucher #4 - Hourly Payroll / General Disbursement**

***Voucher #5 - A Clear Voucher with no printing is available***

**Voucher #6 - Send in desired changes for your own custom voucher**



## Deposit Slips

*Refer to price list.*

**DEPOSIT TICKET**

PLEASE BE SURE THAT ALL ITEMS ARE PROPERLY ENDORSED.

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

A HOLD FOR UNCOLLECTED FUNDS MAY BE PLACED ON FUNDS DEPOSITED HERE. THE BANK ASSUMES NO LIABILITY FOR THE DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY IF ANY, WILL NOT EXCEED THE PERIODS OF TIME PERMITTED BY LAW.

DATE	CURRENCY	DOLLARS	CENTS
	COINS		
	CHECKS		
	ENTIRELY		
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	<b>TOTAL</b>		

**COMPANY NAME**

**LOCATION NAME & NO.**

STREET ADDRESS

CITY, STATE, ZIP CODE

**Your Bank Name Here**

**TOTAL**

**ITEMS**

**TOTAL**

**DEPOSIT**

\$


PLEASE PRINT  
TOTAL HERE

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.  
DEPOSIT DATE (MM)

⑈ 1 2 3 4 5 6 ⑈ ⑆ 1 2 3 4 5 6 7 8 9 ⑆ 1 2 3 4 5 6 7 8 9 0 ⑈

**DS3** Size: 8 3/8" x 3 3/8"

*Refer to price list.*



SUPERIOR PRESS - (888) 390-3968

# DEPOSIT TICKET

## Your Bank Name Here

DATE \_\_\_\_\_

**COMPANY NAME**  
**LOCATION NAME & NO.**

TOTAL  
ITEMS

\$

	CURRENCY	DOLLARS	CENTS
	COIN		
	CHECKS LIST EACH SEPARATELY		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
	TOTAL		

FEES AND OTHER TERMS ARE REGARDS FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

Prepared By \_\_\_\_\_

Verified By \_\_\_\_\_

Please Print

⑈ 1 2 3 4 5 6 ⑈    ⑆ 1 2 3 4 5 6 7 8 9 ⑆    1 2 3 4 5 6 7 8 9 0 ⑆

**DS4** Size: 8 3/8" x 3 3/8"

*Refer to price list.*

<p><b>Superior Press 888-590-7998 UB-DPT / 02-02</b></p> <p><small>Checks and other items are accepted for deposit subject to the provisions of the Uniform Commercial Code or any replacement collection agreement.</small></p>	<p><b>DEPOSIT TICKET</b></p>	<h2>Your Bank Name Here</h2>	<table border="0" style="width: 100%;"> <thead> <tr> <th colspan="2"></th> <th>DOLLARS</th> <th>CENTS</th> </tr> </thead> <tbody> <tr> <td>CURRENCY / COIN</td> <td>▶</td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> </tr> <tr> <td>CHECK(S) OR OTHER ITEMS</td> <td>▶</td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> </tr> <tr> <td>CHECK(S) OR OTHER ITEMS</td> <td>▶</td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> </tr> <tr> <td>TOTAL FROM TAPE LISTING</td> <td>▶</td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> </tr> <tr> <td>TOTAL ITEMS</td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> <td>MISC. ▶</td> <td><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> </tr> <tr> <td colspan="2"><b>TOTAL DEPOSIT \$</b></td> <td colspan="2"><div style="border: 1px solid black; width: 100%; height: 20px;"></div></td> </tr> </tbody> </table>			DOLLARS	CENTS	CURRENCY / COIN	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	CHECK(S) OR OTHER ITEMS	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	CHECK(S) OR OTHER ITEMS	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	TOTAL FROM TAPE LISTING	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	TOTAL ITEMS	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	MISC. ▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<b>TOTAL DEPOSIT \$</b>		<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	
		DOLLARS	CENTS																												
CURRENCY / COIN	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																												
CHECK(S) OR OTHER ITEMS	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																												
CHECK(S) OR OTHER ITEMS	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																												
TOTAL FROM TAPE LISTING	▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																												
TOTAL ITEMS	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	MISC. ▶	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																												
<b>TOTAL DEPOSIT \$</b>		<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																													

**DS5** Size: 8 3/8" x 3 3/8"

# Deposit Slips

**Your Bank Name Here**

DATE: \_\_\_\_\_

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

**COMMERCIAL DEPOSIT**

**CURRENCY COUNT**

X	100	_____
X	50	_____
X	20	_____
X	10	_____
X	5	_____
X	2	_____
X	1	_____
TOTAL \$ _____		

**DEPOSIT RECAP**

	DOLLARS	CENTS
CURRENCY ▶	0	0
COIN ▶		
MISC. ▶		
TOTAL FROM TAPE LISTING ▶		
<b>TOTAL \$</b>		

ORIGINAL - MUST ACCOMPANY DEPOSIT  
Encode financial center number on cash/poof adjustments.

⑈ 1 2 3 4 5 6 7 8 9 0 ⑈ ⑆ 1 2 3 4 5 6 7 8 9 ⑆ 1 2 3 4 5 6 7 8 9 0 ⑈

Refer to price list.

DS6 Size: 8 3/8" x 3 3/8"

**Your Bank Name Here**

DATE: \_\_\_\_\_  
SPECIAL INSTRUCTION: \_\_\_\_\_  
CODE #: \_\_\_\_\_

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

**CURRENCY BREAKDOWN**

x	100	_____
x	50	_____
x	20	_____
x	10	_____
x	5	_____
x	1	_____
TOTAL CURRENCY _____		

**BAG NUMBER** \_\_\_\_\_

CURRENCY  0 0

COIN

TOTAL OF CHECKS LISTED ON REVERSE

**TOTAL DEPOSIT** \$

Credit is conditional and subject to adjustment when currency is counted.

⑈ 1 2 3 4 5 6 ⑈ ⑆ 1 2 3 4 5 6 7 8 9 ⑆ 1 2 3 4 5 6 7 8 9 0 ⑈

Refer to price list.

DS7 Size: 8 3/8" x 3 3/8"

**Your Bank Name Here**

DATE: \_\_\_\_\_

**DEPOSIT**

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

100's					SBA Dollars				
50's					Silver Dollars				
20's					Halves				
10's					Quarters				
5's					Dimes				
2's					Nickels				
1's					Pennies				
Currency Sub-Total					Coin Sub-Total				

**TOTAL \$**

⑈ 1 2 3 4 5 6 ⑈ ⑆ 1 2 3 4 5 6 7 8 9 ⑆ 1 2 3 4 5 6 7 8 9 0 ⑈

Refer to price list.

DS8 Size: 8 3/8" x 3 3/8"





# Deposit Slips

Refer to price list.

SUPERIOR PRESS • (800) 590-7998

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

DATE \_\_\_\_\_

CURRENCY		DOLLARS	CENTS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
<b>TOTAL</b>			

Your Bank Name Here

TOTAL ITEMS

TOTAL DEPOSIT \$

PLEASE RE-ENTER TOTAL HERE

**CASH COUNT - FOR OFFICE USE ONLY**

X 100	
X 50	
X 20	
X 10	
X 5	
X 2	
X 1	
<b>COIN</b>	
<b>TOTAL</b>	

⑈ 1 2 3 4 5 6 ⑈ ⑆ 1 2 3 4 5 6 7 8 9 ⑆ 1 2 3 4 5 6 7 8 9 0 ⑈

**DS11** Size: 8 3/8" x 3 3/8"

Refer to price list.

SUPERIOR PRESS • (800) 590-7998

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

DATE \_\_\_\_\_

Your Bank Name Here

MONTH

DAY

YEAR

TOTAL AMOUNT \$

**SALES DRAFT AMOUNTS**

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

MERCHANT DEPOSIT (CREDIT)

ENTER TOTAL HERE

⑈ 1 2 3 4 5 6 ⑈ ⑆ 1 2 3 4 5 6 7 8 9 ⑆ 1 2 3 4 5 6 7 8 9 0 ⑈

**Merchant Deposit Credit** Size: 8 3/8" x 3 3/8"

Refer to price list.

SUPERIOR PRESS • (800) 590-7998

**QUICK BUSINESS DEPOSIT®**

Your Bank Name Here

DATE: \_\_\_\_\_  
SPECIAL INSTRUCTION: \_\_\_\_\_  
CODE #: \_\_\_\_\_

**COMPANY NAME**  
LOCATION NAME & NO.  
STREET ADDRESS  
CITY, STATE, ZIP CODE

**CURRENCY BREAKDOWN**

X 100	
X 50	
X 20	
X 10	
X 5	
X 1	
<b>TOTAL CURRENCY</b>	

Credit is conditional and subject to adjustment when currency is counted.

TOTAL DEPOSIT \$

BAG NUMBER \_\_\_\_\_

CURRENCY		00
COIN		
FOOD COUPONS		
BANKCARD DRAFTS		
TOTAL OF CHECKS LISTED ON REVERSE		

DOLLARS CENTS

⑈ 1 2 3 4 5 6 ⑈ ⑆ 1 2 3 4 5 6 7 8 9 ⑆ 1 2 3 4 5 6 7 8 9 0 ⑈

**Quick Business Deposit** Size: 8 3/8" x 3 3/8"



Wells Fargo Bank Deposit Slips

*Refer to price list.*

**TEDL - Treasury Express Deposit Log** Size: 8 3/8" x 3 3/8"  
Available in Single, Duplicate, Triplicate, Quadruplicate & Quintuplicate.  
Quantity in multiples of 200.

*Refer to price list.*

**WFBCL3** Size: 8 3/8" x 3 3/8"  
Available in Triplicate, in multiples of 1000 only.

*Refer to price list.*

**Custom Deposit** Size: 8 <sup>3</sup>/<sub>8</sub>" x 3 <sup>3</sup>/<sub>8</sub>"  
This form is for Wells Fargo Insurance only.  
Available in Single, Duplicate, Triplicate, Quadruplicate & Quintuplicate.  
Quantity in multiples of 200.

# Endorsement Stamps

*Pre Inked Stamp, Rubber Stamp, & Signature Stamp*



*Pre Inked Stamp*



*Rubber Stamp*



*Signature Stamp*

**Endorsement Stamps include five lines\* with the following wording:**

**PAY TO THE ORDER OF  
YOUR BANK NAME HERE  
FOR DEPOSIT ONLY  
COMPANY NAME  
ACCOUNT NO.**

\* A maximum of 32 characters and spaces allowed per line.

## Prices:

Lines	Rubber Stamp
5 Lines	\$ 18.26
6 Lines	\$ 19.45
7 Lines	\$ 20.53
8 Lines	\$ 21.62

Signature Stamp	Customized Return Stamp
\$ 27.03	\$ 28.12

Lines	Pre Inked Stamp
5-6 Lines	\$ 18.26
7-8 Lines	\$ 19.45
9-10 Lines	\$ 20.53
11 Lines	\$ 21.62

## Additional Stamps Available:

*Escrow Stamps      Notary Stamps  
Dater Stamps      Metal Stamps*

*Applicable sales tax and delivery not included.  
Prices subject to change without notice.*

*Pre Inked Stamp ink bottle; \$ 10.77 a bottle*

*Call your representative for volume discount of 25 stamps or more.*

# Cash Vault Supplies



**9"x12" WFB Plastic Standard Deposit Bag**  
Qty: 100 per pack  
Price: \$ 19.64



**10"x15" WFSTD01 Dual Pouch Deposit bag**  
Qty: 100 per pack  
Price: \$ 18.85



**20"x28" WFB Plastic Standard Deposit Bag**  
Qty: 100 per pack  
Price: \$ 79.45



**15"x20" WFB Plastic Standard Deposit Bag**  
Qty: 50 per pack  
Price: \$ 22.41



**12"x25" Plastic Coin Bag**  
Qty: 50 per pack  
Price: \$ 31.09



**14"x20" WFSTD02 large Dual Pouch Deposit Bag**  
Qty: 50 per pack  
Price: \$ 27.28



**9"x12" WFB Unencoded Checks Only Bags**  
Qty: 150 per pack  
Price: \$ 23.17



**10"x20" WFB Pre-encoded Checks Only Bags**  
Qty: 100 per pack  
Price: \$ 19.36



**9"x12" Desktop Deposit Check Disposal Bag**  
Qty: 100 per pack  
Price: \$ 23.19

Prices Subject To Change Without Notice

To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: [sales@superior-press.com](mailto:sales@superior-press.com)

Monday - Friday, 5 a.m. - 6 p.m., PST

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# Cash Vault Supplies



**12"x16" WFB Foreign Items Plastic Bag**  
Qty: 100 per pack  
Price: \$ 33.35



**12"x16" White Label - Mixed Deposit Bag**  
For Corresponding Banking Clients  
Subject to Availability  
Qty: 100 per pack  
Price: \$ 23.40



**9"x12" White Label - Orange Checks Only Bags**  
For Corresponding Banking Clients  
Subject to Availability  
Qty: 100 per pack  
Price: \$ 20.73



**12"x16" White Label - Yellow Cash Only Bags**  
For Corresponding Banking Clients  
Subject to Availability  
Qty: 100 per pack  
Price: \$ 23.40



**20"x28" Large Yellow Single Pocket Deposit Bags**  
Qty: 100 per pack  
Price: \$ 122.67



**9"x12" Opaque Generic Bag**  
Qty: 100 per pack  
Price: \$ 18.95



**4.75"x10" Cash Drop Bag**  
Qty: 1000 per pack  
Price: \$ 48.53



**10"x15" Dual Pouch Wells Fargo Stagecoach Deposit Bags - Green Bio Degradable Bags**  
Qty: 4 packs of 25 bags  
Price: \$ 18.85

Prices Subject To Change Without Notice

To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: [sales@superior-press.com](mailto:sales@superior-press.com)

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# Cash Vault Supplies



**\* 9"x10" Nylon Bag with Lock**

Qty: 1 each  
Price: \$ 27.43



**\* 9"x10" Cotton Duck Bag with Lock**

Qty: 1 each  
Price: \$ 27.43



**\* 12"x16" Nylon Bag with Lock**

Qty: 1 each  
Price: \$ 51.78

**\* Above Products for Internal Customer Use Only - Not Accepted at Wells Fargo Cash Vault.**



**5.5" x 10.5" Zipper Bag**

Qty: 1 each  
Price: \$ 3.50



**Label Correction Tape  
for Magnetic Inscriber**

Qty: 1000 per roll  
Price: \$ 9.45



**Check Savers**

Qty: 1000 per box  
Price: \$ 38.83



**Counterfeit Detection Pen**

Qty: 1 each  
Price: \$ 5.18



**EnviroMoney Bag Seal (Grey Cap)**

Qty: 250 per pack  
Price: \$ 36.12



**Serial Numbered Plastic Seals**

Qty: 100 per pack  
Price: \$ 31.30

*Prices Subject To Change Without Notice*

**To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: [sales@superior-press.com](mailto:sales@superior-press.com)**

*Monday - Friday, 5 a.m. - 6 p.m., PST*

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# Cash Vault Supplies



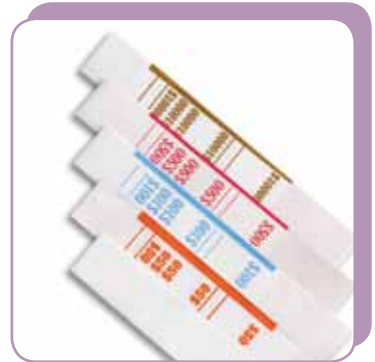
**Seal Press Crimper**

Qty: 1 each  
Price: \$ 68.58



**Plastic Pull Ties**

Qty: 250 per box  
Price: \$ 35.60



**Cash Straps**

Qty: 1000 per pack  
Price: \$ 3.40

**Type:** \$50.00 Orange Straps, \$100.00 Blue Straps, \$200.00 Green Straps, \$500.00 Red Straps, \$1000.00 Yellow Straps, \$2000.00 Violet Straps, \$5000.00 Brown Straps, \$10,000.00 Mustard Straps, Blank Straps.



**Coin Wraps**

Qty: 1000 per pack  
Price: \$ 3.40

**Type:** \$.01 Red Coin Wrapper, \$.05 Blue Coin Wrapper, \$.10 Green Coin Wrapper, \$.25 Orange Coin Wrapper, \$.50 Tan Wrapper, \$1.00 Gold Coin Wrapper.



**Shotgun Coin Wraps**

Qty: 1000 per pack  
Price: \$ 16.16

**Type:** \$.01 Red Shotgun Coin Wrapper, \$.05 Blue Shotgun Coin Wrapper, \$.10 Green Shotgun Coin Wrapper, \$.25 Orange Shotgun Coin Wrapper.



**Batch Control Tickets**

Qty: 1000 per pack  
Price: \$ 16.91



**Blank Coin Tag**

Qty: 50 per bundle  
Price: \$ 2.61



**Transmittal Envelopes**

Qty: 25 per box  
Price: \$ 16.91



**Coin Envelopes**

Qty: 500 per box  
Price: \$ 13.14

Prices Subject To Change Without Notice

To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: [sales@superior-press.com](mailto:sales@superior-press.com)

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# Cash Vault Supplies



**Coupon Envelopes**

Qty: 25 per box  
Price: \$ 9.79



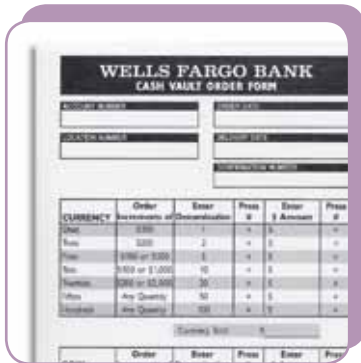
**Coin Receipt Armored Carrier Form**

Qty: 100 per box  
Price: \$ 16.16



**Special Depository Summary Form**

Qty: 500 per pack  
Price: \$ 49.47



**Cash Vault Order Form**

Qty: 100 per pad  
Price: \$ 5.89



**Coin Trays**

Qty: 1 each  
Price: \$ 15.53

**Type:** \$.01 Red Coin Tray, \$.05 Blue Coin Tray, \$.10 Green Coin Tray, \$.25 Orange Coin Tray, \$.50 Gold Coin Tray, \$1.00 Silver Coin Tray.



**Stage Coach (Formerly TEDB) Labels**

For use on Generic Ted Bags.  
Qty: 30 labels / 10 sheets per order  
Price: \$ 14.95



**Coin Bag Labels**

Qty: 100 per pack  
Price: \$ 4.09

**Type:** \$.01 Red Coin Bag Label, \$.05 Blue Coin Bag Label, \$.25 Orange Coin Bag Label, \$.50 Tan Coin Bag Label, \$1.00 Grey Coin Bag Label, \$.10 Green Coin Bag Label.



**Deposit Banker Box**

Qty: 12 boxes per carton  
Price: \$ 204.00



**ARC & Back Office Conversion**

Qty: 500 labels / Per Role  
Price: \$ 44.20

Prices Subject To Change Without Notice

To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: sales@superior-press.com  
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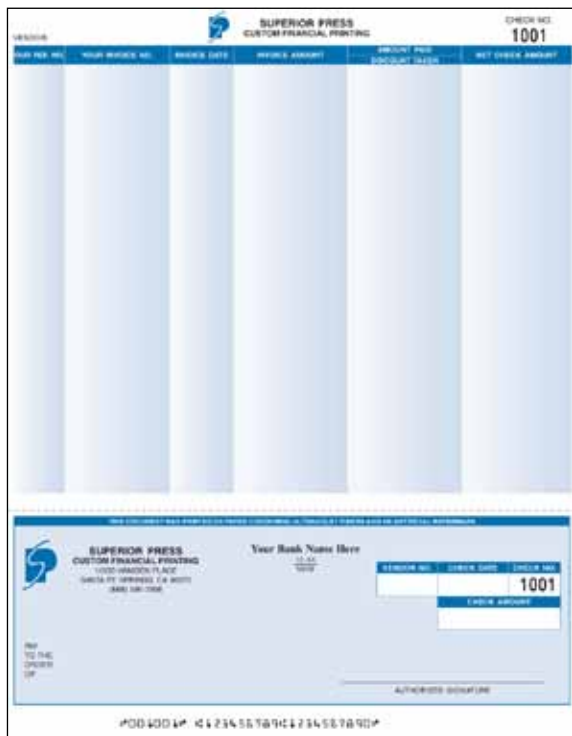
EXHIBIT 3

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# Custom Products



Sample Custom Check



Sample Custom Deposit Bag



Sample Custom Deposit Slip

## Custom Products:

Superior Press is a full service financial printing company. We are capable of creating custom products to specifically fit your needs. Customize your checks or deposit bags by adding your company logo and color. Call us for more information about custom products at 888-590-7998.

### Printed Items:

Custom Checks  
Custom Deposit Slips  
Custom Forms  
Color Logos

### Cash Vault Supplies:

Plastic Deposit Bags  
Cash Vault Supplies



**Your Custom Product Here**  
**Call us at**  
**888-590-7998**

PLEASE FILL OUT ORDER FORM COMPLETELY AND LEGIBLY

CONTACT NAME: \_\_\_\_\_  
CONTACT PHONE #: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
SPECIAL INSTRUCTIONS:  
\_\_\_\_\_  
\_\_\_\_\_

BILLING OPTION: ☐ DEBIT ☐ CC # ☐ BILL AU # \_\_\_\_\_  
If A New Account, Please Note The Funding Date: \_\_\_\_\_  
CARD HOLDERS NAME: \_\_\_\_\_  
CREDIT CARD ACCOUNT #: \_\_\_\_\_  
EXP. DATE \_\_\_\_\_ (MM/YR) CVV# \_\_\_\_\_ (3 DIGITS ON BACK OF CARD)  
ADDRESS: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CLIENT INFORMATION

CLIENT INFORMATION TO BE PRINTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SHIP TO ADDRESS: (STREET ADDRESS REQUIRED, NO P.O. BOXES)

Wells Fargo Bank, N.A.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHECK ROUTING #

DEPOSIT ROUTING #

ATTN: \_\_\_\_\_

(10 DIGIT MAX)  
AUX FIELD - LOCATION #  
SEQUENTIAL STARTING #

ACCOUNT NUMBER (10 OR 13 DIGITS)  
CO-ID # (INTERNAL BANK USE ONLY) \_\_\_\_\_

SHIPPING METHOD

☐ UPS NEXT DAY AIR ☐ UPS NEXT DAY AIR SAVER  
☐ UPS 2ND DAY AIR ☐ UPS 3 DAY SELECT ☐ UPS GROUND SERVICE

\*IF LEFT BLANK PRODUCT WILL BE SHIPPED GROUND DELIVERY

ENDORSEMENT STAMPS

STYLE: ☐ SELF-INKING ☐ RUBBER STAMP  
QUANTITY: \_\_\_\_\_ ☐ BANK ENDORSEMENT ☐ ADDRESS ☐ SIGNATURE

\*MAXIMUM OF 30 CHARACTERS PER LINE; INCLUDING SPACES, PUNCTUATION, ETC.

MANUAL CHECKS (NO MICR / IMAGE TESTING REQUIRED)

3-ON-A-PAGE CHECKS  
(MINIMUM 300 - 3-ON-A-PAGE STYLE)

1-ON-A-PAGE CHECKS  
(MINIMUM 50 - BUSINESS SIZE 8 3/8 x 3 1/8)

☐ A/P STUB ☐ PAYROLL  
(7 RING BINDER SOLD SEPARATELY - \$12.50 ea.)  
☐ CORPORATE  
(BLACK COVER & REGISTER INCLUDED)

☐ POCKET  
(BLACK COVER & REGISTER INCLUDED)

QUANTITY: ☐ 300 ☐ 500 ☐ 1000 ☐ OTHER \_\_\_\_\_

START #: \_\_\_\_\_

COLOR: ☐ BLUE ☐ GREEN ☐ PINK ☐ YELLOW ☐ TAN

COPIES: ☐ SINGLE ☐ DUPLICATE ☐ TRIPLICATE

BINDER: ☐ BLUE ☐ BLACK NUMBER OF SIG. LINES \_\_\_\_\_

WORDING OVER SIG LINES: \_\_\_\_\_

VOUCHER CHECKS (PLEASE FAX OR MAIL A SAMPLE)  
(3 DAY MINIMUM FOR RUSH ORDERS)

CHECK STYLE: ☐ SPS ☐ SPW ☐ CUSTOM VOUCHER STYLE: ☐ 1 ☐ 2 ☐ 3 ☐ 4

QUANTITY: \_\_\_\_\_ START #: \_\_\_\_\_

COLOR: ☐ BLUE ☐ GREEN ☐ PINK ☐ TAN

COPIES: ☐ SINGLE ☐ DUPLICATE ☐ TRIPLICATE ☐ QUAD

NUMBER OF SIG. LINES \_\_\_\_\_

WORDING OVER SIG LINES: \_\_\_\_\_

COMPUTER CHECKS (IMAGE TESTING MAY BE REQUIRED FOR SOME BACKGROUNDS)

LASER CHECKS (PLEASE FAX OR MAIL A SAMPLE)

☐ \*\*LOGO

CHECK POSITION: ☐ TOP ☐ MIDDLE ☐ BOTTOM ☐ 3-ON-A-PG CHECK #s: 1 ☐ 2 ☐ 3 ☐  
☐ CHECKS FACE UP ☐ CHECKS FACE DOWN NUMBER OF SIG. LINES \_\_\_\_\_

ENVELOPES: ☐ DOUBLE WINDOW ☐ GUM ☐ SELF SEAL

SOFTWARE: \_\_\_\_\_

QUANTITY: (MINIMUM 250) \_\_\_\_\_ START #: \_\_\_\_\_

COLOR: ☐ BLUE ☐ GREEN ☐ PINK ☐ TAN ☐ GREY ☐ YELLOW

COPIES: ☐ SINGLE ☐ DUPLICATE ☐ TRIPLICATE ☐ QUAD

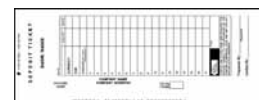
\*\* TO SEND LOGO PLEASE EMAIL A HIGH RESOLUTION OR EPS FILE TO: SALES@SUPERIOR-PRESS.COM  
\* FOR DOT MATRIX OR CONTINUOUS CHECKS PLEASE CALL (888) 590-7998 EXT. 2062

DEPOSIT SLIPS

DEPOSIT STYLE:

☐ STANDARD WHOLESALE  
DEPOSIT SLIP (GEN 1001)

☐ COMMERCIAL DEPOSIT WITH  
CHECK LISTING (DS4)



QUANTITY: ☐ 200 ☐ 400 ☐ 600 ☐ 800 ☐ 1000 ☐ OTHER \_\_\_\_\_  
(MINIMUM 200) (INCREMENTS OF 200)

COPIES: ☐ SINGLE ☐ DUPLICATE ☐ TRIPLICATE ☐ QUAD

BINDING OPTIONS: ☐ LOOSE ☐ PADDED ☐ BOOK (MOST STANDARD FORMAT IS BOOK)

EXHIBIT 3  
15-0659  
\* IF YOU DON'T SEE THE OPTION YOU WANT PLEASE EMAIL US TO REQUEST A FULL DIGITAL CATALOG OF PRODUCT OPTIONS (Rev. 05.29.13)

**PLEASE FILL OUT ORDER FORM COMPLETELY AND LEGIBLY**

**WELLS FARGO BANK, N.A.**

ACCOUNT NAME \_\_\_\_\_

DBA \_\_\_\_\_

LOCATION NUMBER \_\_\_\_\_ 10 OR 13 DIGIT ACCOUNT NUMBER \_\_\_\_\_

**BILLING OPTION**

☐ DEBIT ☐ CREDIT CARD ☐ BILL AU# \_\_\_\_\_ (FOR INTERNAL BANK USE ONLY)

IF A NEW ACCOUNT, PLEASE NOTE THE FUNDING DATE: \_\_\_\_\_

TAX EXEMPT ID: \_\_\_\_\_ (INCLUDE COPY OF CERTIFICATE)

CARD HOLDER'S NAME: \_\_\_\_\_

CREDIT CARD ACCOUNT #: \_\_\_\_\_

EXP. DATE: \_\_\_\_\_ (MM/YR) CVV#: \_\_\_\_\_ (3 DIGITS ON BACK OF CARD)

BILLING ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**CASH VAULT BAGS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
10 x 15 WFSTD01 Dual Pouch (Stage Coach Bag)	100 Per Pack	_____
14 x 20 WFSTD02 Dual Pouch (Large Stage Coach Bag)	50 Per Pack	_____
9 x 12 WFB Single Pocket Standard Dep. Bag	100 Per Pack	_____
15 x 20 WFB Single Pocket Plastic Standard Dep. Bag	50 Per Pack	_____
20 x 28 WFB Single Pocket Plastic Standard Dep. Bag	100 Per Pack	_____
9 x 12 UnEncoded Check Only Bag (Green)	150 Per Pack	_____
10 x 20 Pre-Encoded Check Only Bag (Red)	100 Per Pack	_____
12 x 16 Foreign Items Bag (Purple)	100 Per Pack	_____
12 x 17 WBHT01 Blue Dual Pouch (Money Center)	50 Per Pack	_____
17 x 22 WBHT02 Blue Dual Pouch (Money Center)	50 Per Pack	_____
12 x 25 Plastic Coin Bag	50 Per Pack	_____
10 x 15 Dual Pouch WF Stagecoach (Green Bio Degradable)	4 Pks of 25 Bags	_____

**OTHER SECURE / BANK BAGS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
9 x 12 ATM / Hold Bag (Gray)	100 Per Pack	_____
9 x 10 Nylon Bag with Lock*	1 Each	_____
9 x 10 Cotton Bag with Lock*	1 Each	_____
5.5 x 10.5 Zipper Bag*	1 Each	_____
9 x 12 Desktop Deposit Disposal Bag	4 Pks of 25 Bags	_____

\*Not For Bank Deposits / For Internal Company Use ONLY

**ACCESSORIES & ENVELOPES**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
StageCoach Labels (10 SHEET MINIMUM; 30 LABELS PER SHEET)	30 Labels/Sheet	_____
#7 Coin Envelopes Kraft (Loose Change, Printed)	500 Per Box	_____
WFB Wholesale Batch Control Tickets	1000 Per Pack	_____
#3 Coin Envelopes (Small)	500 Per Box	_____
Counterfeit Detection Pen	1 Each	_____
Cash Order Request Pad (Wells Fargo)	100 Per Pad	_____
Deposit Transmittal Envelopes	25 Per Bundle	_____
Special Depository Summary Forms (Wells Fargo)	500 Per Pack	_____
Check Saver Carriers	1000 Per Pack	_____
Label Correction Tape for Magnetic Inscriber	1000 Per Pack	_____
Coin Armored Forms (Wells Fargo)	100 Per Pack	_____
Blank Coin Tag	50 Per Pack	_____
Coupon Envelopes	25 Per Bundle	_____

**SEALS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
Serially Numbered Plastic Seals (Orange)	100 Per Pack	_____
Plastic Pull Ties	250 Per Pack	_____
EnviroMoney CAP (Grey Cap)	250 Per Pack	_____
Seal Press Crimper	1 Each	_____

**ORDERED BY:** (ORDER FORM WILL NOT BE PROCESSED IF THIS SECTION IS LEFT BLANK)

**CONTACT NAME:** \_\_\_\_\_

**CONTACT PHONE #:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

(MUST PROVIDE EMAIL ADDRESS)

**SHIPPING:** ☐ UPS NEXT DAY AIR ☐ UPS 3 DAY SELECT  
☐ UPS NEXT DAY AIR SAVER ☐ UPS GROUND SERVICE (DEFAULT)  
☐ UPS 2ND DAY AIR

\*\*IF LEFT BLANK, PRODUCT WILL BE SHIPPED GROUND DELIVERY\*\*

**SHIP TO ADDRESS:** (STREET ADDRESS ONLY - NO PO BOXES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTN:** \_\_\_\_\_

**CASH STRAPS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
\$50.00 Orange Straps	1000 Per Pack	_____
\$100.00 Blue Straps	1000 Per Pack	_____
\$200.00 Green Straps	1000 Per Pack	_____
\$500.00 Red Straps	1000 Per Pack	_____
\$1,000.00 Yellow Straps	1000 Per Pack	_____
\$2,000.00 Violet Straps	1000 Per Pack	_____
\$5,000.00 Brown Straps	1000 Per Pack	_____
\$10,000.00 Mustard Straps	1000 Per Pack	_____
Blank Straps	1000 Per Pack	_____

**COIN TRAYS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
\$.01 Red Coin Tray	1 Each	_____
\$.05 Blue Coin Tray	1 Each	_____
\$.10 Green Coin Tray	1 Each	_____
\$.25 Orange Coin Tray	1 Each	_____
\$.50 Gold Coin Tray	1 Each	_____
\$1.00 Silver Coin Tray	1 Each	_____

**COIN WRAPS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
\$.01 Red Coin Wraps	1000 Per Pack	_____
\$.05 Blue Coin Wraps	1000 Per Pack	_____
\$.10 Green Coin Wraps	1000 Per Pack	_____
\$.25 Orange Coin Wraps	1000 Per Pack	_____
\$.50 Tan Coin Wraps	1000 Per Pack	_____
\$1.00 Gold Coin Wraps	1000 Per Pack	_____

**SHOTGUN COIN WRAPS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
\$.01 Red Shotgun Coin Wraps	1000 Per Pack	_____
\$.05 Blue Shotgun Coin Wraps	1000 Per Pack	_____
\$.10 Green Shotgun Coin Wraps	1000 Per Pack	_____
\$.25 Orange Shotgun Coin Wraps	1000 Per Pack	_____

**COIN BAG LABELS**

PRODUCT NAME	UNIT QTY.	UNIT ORDER QTY.
\$.01 Red Coin Labels	100 Per Box	_____
\$.05 Blue Coin Labels	100 Per Box	_____
\$.10 Green Coin Labels	100 Per Box	_____
\$.25 Orange Coin Labels	100 Per Box	_____
\$.50 Tan Coin Labels	100 Per Box	_____
\$1.00 Grey Coin Labels	100 Per Box	_____

**Product prices do not reflect shipping and applicable sales tax.**

Order turn-around time is 24 hours. Standard delivery timeframe is 4-5 business days on standard UPS ground delivery.  
Ask about any of our other banking products such as; Deposit Slips, Checks, Check Envelopes, and Endorsement Stamps.

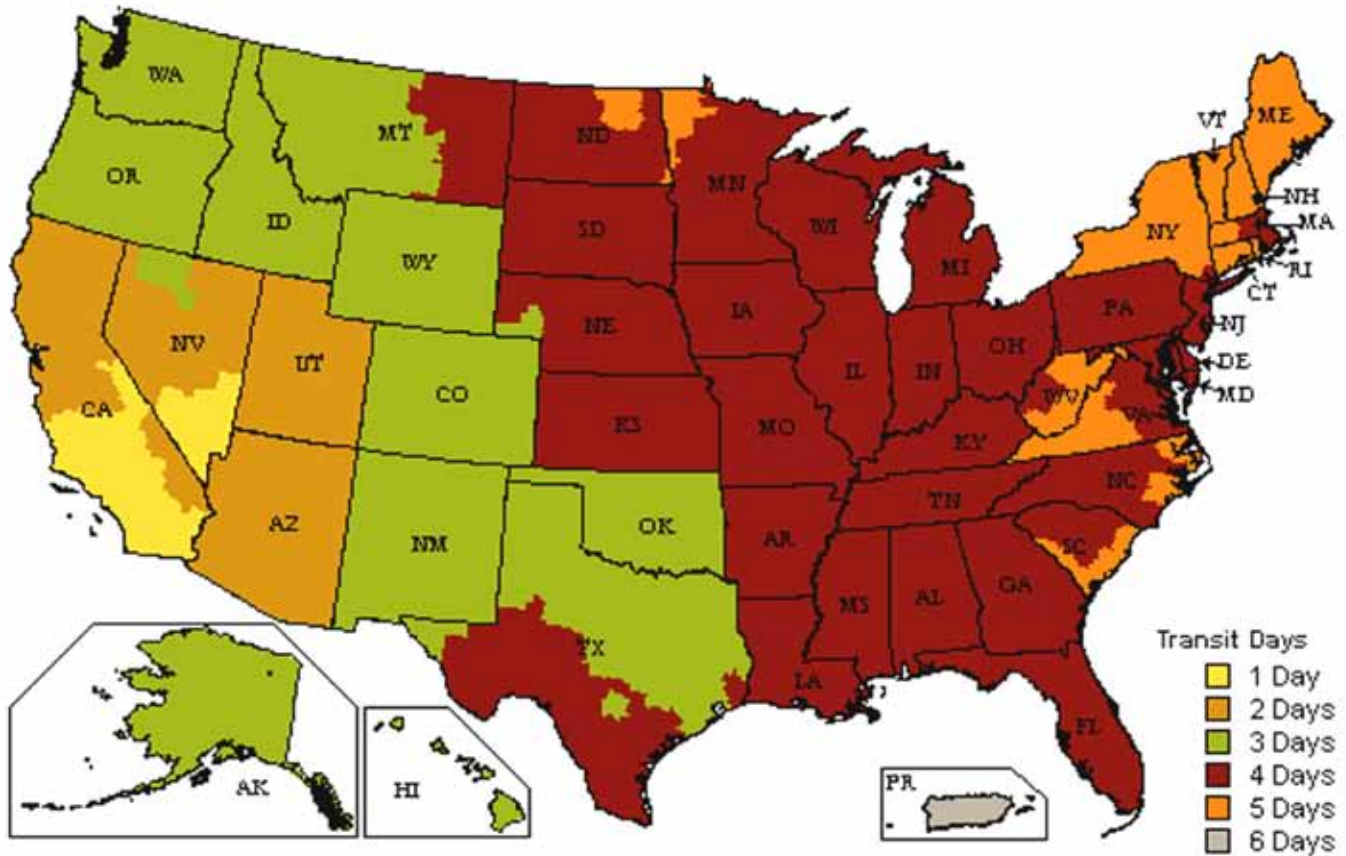
(Rev. 05.29.13)

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# UPS Shipping Delivery Chart



## Outbound View

This shipping transit chart is provided to better estimate transit times of your order from the Superior Press facility to its shipping destination. The shipping transit chart do not reflect or include the printing, production, or fulfillment time required to produce your order. You must add the estimated production time to the transit time to get a final estimated receipt date of the order at its ship to address.\*\*

**Superior Press** utilizes UPS for all product shipments guaranteeing us added security of signature verification, full route and package tracking. Also UPS is the only carrier that does not sub contract other delivery companies or uses the US Post Office for remote locations.

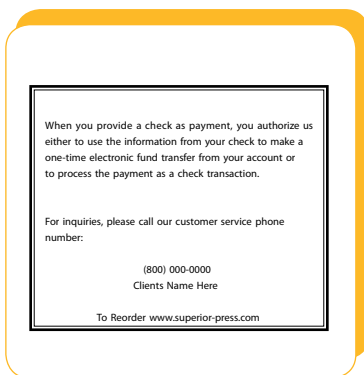
Above is the Color Coded Delivery Schedule Map to help you determine the travel time involved in your package from our Southern California Locations (Zone 1).

### Superior Press uses these shipping methods listed in order of lowest to highest cost:

- UPS Ground is the standard on all printed and cash vault orders unless other methods requested. (All Desktop Orders are shipped 2<sup>nd</sup> day or Next Day Air.)
- UPS 3 Day Select – Guaranteed 3 day delivery to all continuous 48 states
- UPS 2<sup>nd</sup> Day Air – Guaranteed 2 day delivery by the end of the day
- UPS Next Day Air – Guaranteed 1 day delivery by the end of the day
- UPS Next Day Early AM – Guaranteed 1 day delivery by 9:00 am (Not available in all areas.)
- UPS Saturday Delivery Next Day Air – Available only on Friday shipments for a Saturday Delivery. (Not available in all areas.)
- International Shipments can be sent either by UPS International Service or US Post Office International with Signature Verification depending on cost and delivery timeframe. International delivery timeframes are not guaranteed by Superior Press.

Orders cannot be sent to PO Box's via any UPS methods.

# Back Office Conversion Products



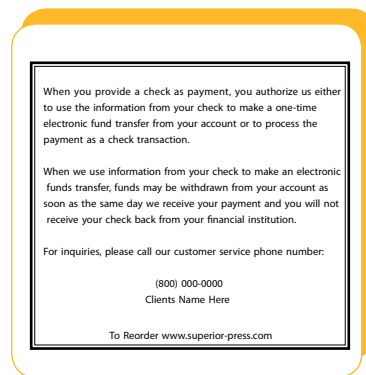
## **Back Office Take Away Client Receipts**

Padded glue in sets of 100, shrink wrap in 5 sets = 500 per bundle.

Size 3x3

Price: \$ 17.27 per bundle

Sku# BOC - TWRCT -5



## **Back Office Sign Stickers**

Peel Label Stock - each sign is loose.

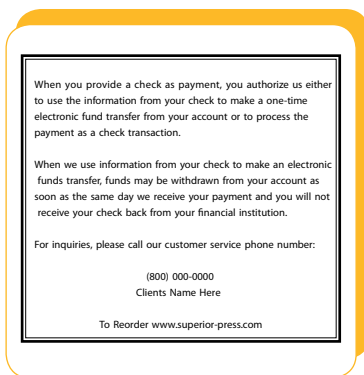
Size 5x5

Price: \$ 11.67 for First Sign.

Each Additional Sign is \$ 3.15

Call for larger (100 + up) quantity pricing.

Sku# BOC - SIGN - CP



## **Back Office Sign - Card Stock With Tape**

Thick Card Stock with a piece of double sided tape on each corner of the sign each sign is loose.

Size 5x5

Price: \$ 13.19 for first sign

Each Additional Sign is \$ 4.55

Call for larger (100 + up) quantity pricing

Sku# BOC - SIGN - PT



## **ARC & Back Office Conversion Label**

Qty: 500 labels / Per Roll to be attached to deposit bags for check conversion.

Price: \$ 44.20 per roll

Sku# ACH Conv Label - 5

*Prices Subject To Change Without Notice*

**To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: sales@superior-press.com**

*Monday - Friday, 5 a.m. - 6 p.m., PST*

EXHIBIT 3

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## DIGITAL CHECK



**CX30**  
**Single Feed Unit**  
**With Inkjet**



**TS240-50**  
**Batch Feed Unit**  
**With Inkjet**



**TS240-75**  
**Batch Feed Unit**  
**With Inkjet**



**TS240-100**  
**Batch Feed Unit**  
**With Inkjet**

## PANINI



**Vision X 1F**  
**Single Feed Unit**  
**With Inkjet**



**Vision X 50**  
**Batch Feed Unit**  
**With Inkjet**



**Vision X 75**  
**Batch Feed Unit**  
**With Inkjet**



**Vision X 100**  
**Batch Feed Unit**  
**With Inkjet**

*\*Please Call For Other Options Available*

### WARRANTY OPTIONS:

- 12 MONTH ADVANCED UNIT EXCHANGE
- 24 MONTH ADVANCED UNIT EXCHANGE

Prices Subject To Change Without Notice  
To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: [sales@superior-press.com](mailto:sales@superior-press.com)  
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# Scanner Supplies & Accessories



**Digital Check/Panini  
Scanner Ink Cartridge**  
Price: \$ 21.99



**Panini Scanner  
Cleaning Kit**  
Price: \$ 41.99



**Digital Check  
Cleaning Kit**  
Price: \$ 34.90



**Panini Dust Cover  
for MyVision X**  
Price: \$ 5.22



**Power Supply and  
Power Cord for  
Vision X**  
Price: \$ 106.28



**Power Supply and  
Power Cord for  
Digital Check TS Models**  
Price: \$ 59.68



**Panini AGP Scanner  
Ink Cartridge**  
Price: \$ 54.45



**Power Supply and  
Power Cord for  
CheXpress CX30**  
Price: \$ 29.91



**Panini Feeder Roller  
for MyVision X  
(EY-0039)**  
Price: \$ 15.18



**Panini Feeder O Ring  
for MyVision X  
(GL-0053)**  
Price: \$ 1.03



**Separator Roller  
(Previously Green,  
Now Red)**  
Price: \$ 18.72



**Panini Feeder Roller  
Pack for MyVision X**  
Price: \$ 31.40



**DCC CX30 IJ  
USB Cable**  
Price: \$ 10.36



**Panini 2.0  
USB Cable**  
Price: \$ 20.41



**Digital Check 2.0  
USB Cable**  
Price: \$ 20.41



**MyVision X Feeder  
Extension (Black)**  
Price: \$ 36.64



**MyVision X Feeder  
Extension (Grey)**  
Price: \$ 35.00



**9x12 Check Disposal Bag**  
Qty. 100  
Price: \$ 23.19

Prices Subject To Change Without Notice

To Order, or for More Information Call: 877-851-7258 Fax: 877-805-0179 or E-mail: [sales@superior-press.com](mailto:sales@superior-press.com)

Monday - Friday, 5 a.m. - 6 p.m., PST

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## **vi. Sample Agreements**



# Commercial Account Agreement

*Effective March 1, 2013*

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## **I. Terms Applicable to All Commercial Deposit Accounts**

### **Introduction**

In this Commercial Account Agreement (“Agreement”), “Company” refers to the owner or accountholder of a Wells Fargo bank commercial deposit account (“Account”). “Bank” refers to the Wells Fargo bank at which Company’s Account is maintained. This Agreement includes the following disclosures applicable to Bank’s commercial deposit accounts and related services (each, a “Service”), that Bank has separately provided to Company: (i) the schedule of Bank’s fees and other account-related information (the “fee and information schedule”), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company’s Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company’s Account from an Authorized Signer on Company’s Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer’s authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company’s Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank’s signature card for Company’s Account or by using Company’s Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

### **Defined Terms**

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

#### **Affiliate.**

An “Affiliate” is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

#### **Authorized Signer.**

An “Authorized Signer” is a person who has Company’s actual or apparent authority to transact business on Company’s Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

**Business Day.**

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

**Collected Balance.**

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

**Commercial Deposit Account.**

A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

**Deposit Float.**

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

**Deposited Item.**

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

**Investable Balance.**

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

**Item.**

An "Item" includes a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip), automatic

transfer, and electronic transaction (including a wire transfer, an ACH transfer and a Consumer ACH Debit Entry), any written document created or authorized in Company's name that would be a check or draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

**Ledger Balance.**

The "Ledger Balance" is the balance in Company's Account after all debits and credits for the Business Day are posted.

**Overdraft.**

An "Overdraft" is any event that results in a negative balance in Company's Account.

**Paper Item.**

A "Paper Item" is an Item that is in paper form.

**Service.**

A "Service" is any service Bank provides to Company including without limitation any Treasury Management Service.

**Arbitration Agreement****Agreement to Arbitrate.**

Except as stated in "No Waiver of Self-Help or Provisional Remedies" below, Company and Bank agree, at Company's or Bank's request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company's Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a "Dispute").

**Governing Rules.**

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern Company's Account; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least



\$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

### **No Waiver of Self-Help or Provisional Remedies.**

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

### **Arbitrator Qualifications and Powers.**

Any Dispute in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to

make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

### **Discovery.**

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

### **Class Actions and Consolidations.**

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

### **Payment of Arbitration Costs and Fees.**

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

### **Miscellaneous.**

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or

results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

## **Statements and Other Account-Related Information**

### **Mailing Statements and Other Account-Related Information to Company.**

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

### **Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors.**

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes

specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

#### **Returned, Unclaimed Statements or Other Account-Related Information.**

Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

#### **Address Changes for Statements for Company's Account and Other Account-Related Information.**

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's behalf within a reasonable time after Bank receives such instruction. Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's

address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

### **Notices and Other Mail.**

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

### **Contacting Company Regarding Servicing and/or Collections.**

In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

### **Electronic Communications.**

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

### **Fraud Prevention**

#### **Protection Against Unauthorized Items.**

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);
- ACH Fraud Filter; and
- Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

- Declines to enroll in the fraud prevention Service(s);
- Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or
- Fails to adopt and follow a best practice.

### **Lost or Stolen Paper Items; Unauthorized Items.**

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability

to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any

regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

### **Preventing Misuse of Company's Account.**

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.
- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.
- Do not sign blank Paper Items.
- Obtain insurance coverage for these risks.

# **Claim of Unauthorized Transactions; Bank's Rights and Liability**

## **Investigation by Bank; Company's Agreement to Cooperate.**

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

## **Standard of Care.**

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

## **Limitation of Liability; Indemnification.**

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement, Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities,



judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

### **Adverse Claims.**

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

### **Legal Process.**

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

### **"Freezing" Company's Account.**

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

### **Force Majeure.**

Neither party to this Agreement shall be deemed to be in default of any of its obligations under this Agreement if its performance is delayed, hindered

or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

### **Company's Insurance Coverage.**

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

### **Substitute Checks**

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

### **Deposits to Company's Account**

#### **General.**

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company's deposit is received. Bank may require that Company deposit an Item made payable to Company to Company's Account, instead of permitting Company to cash the Item. Bank is not

responsible for a deposit until a Bank employee has received and verified it. The receipt received at the time of deposit is not evidence a deposit has been verified. Bank may reverse or otherwise adjust any credit Bank believes it has erroneously made to Company's Account at any time without prior notice to Company.

### **Collection Items.**

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

### **Endorsements.**

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorser be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

### **Material Appearing on the Back of Paper Items; Legends on Paper Items.**

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

### **Breach of Warranties.**

If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day

period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

### **When Deposits are Credited to Company's Account.**

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

### **Company's Use of Funds.**

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

### **Deposits at Affiliates.**

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

### **Deposits of Non-U.S. Items.**

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial

institution chartered in the United States (each, a “non-U.S. Item”). If Bank accepts a non-U.S. Item for deposit to Company’s Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank’s current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company’s Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank’s funds availability policy for Deposited Items.

### **Acts and Omissions of Other Financial Institutions.**

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company’s Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company’s Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

### **Deposited Items Returned.**

Bank has the right to charge back to or otherwise debit any of Company’s Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

### **Direct Deposits Returned by Bank.**

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

### **Reconstructing Lost or Destroyed Deposited Items.**

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

## **Withdrawals from Company's Account**

### **Determining Company's Account's Balance; Debiting Company's Account.**

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement. Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until

the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

### **Order of Posting; Categories of Items**

Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

**Establishing categories of Items.** Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

**Establishing a posting order for each category of Items.** Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

**Establishing a posting order of Items within a single category.** If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM, debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company's account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to Bank's posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and automatic payments (also known as ACH).

### **All states except Nevada**

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

### **Nevada only**

If there are multiple transactions, the transactions will be sorted in sequential order if the Item has a serial number. Items without a serial number will be paid from highest to lowest dollar amount.

### **Relation between posting order and overdrafts/returned items**

On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

### **Paper Items Presented Over-the-Counter for Payment by a Non-Customer.**

If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee. The amount of the fee is disclosed in the fee and information schedule. Bank



may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

### **Large Cash Withdrawals.**

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault. Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

### **Withdrawals at Affiliates.**

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company, Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

### **Items Resulting From Company's Disclosure of Company's Account Number.**

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

### **Missing Signatures; Alterations; Forgeries.**

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

## **Dates and Special Instructions on Paper Items.**

Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over \$100"); (ii) the Paper Item is staledated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

## **Facsimile or Mechanical Signatures.**

If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

## **Consumer ACH Debit Entries.**

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), destroyed check ("XCK") and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

## **Stop Payment Orders; Notices of Post-Dating**

### **General.**

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been

paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

### **Content of Stop Payment Order.**

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

### **Effective Period of Stop Payment Order; Renewal; Revocation.**

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

### **Liability to Holder in Due Course.**

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

### **Paper Items Paid Over Valid Stop Payment Orders.**

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

## **Overdrafts; Security Interest; Bank's Right to Setoff**

### **Overdrafts and Insufficient Funds.**

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- **Pay the Item** and create an Overdraft on Company's Account.
- **Return the Item** if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

### **Security Interest; Bank's Right to Setoff.**

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep

Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

## **Bank Fees and Expenses**

### **General.**

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

### **Payment of Bank Fees and Expenses; Finance Charges.**

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

### **Earnings Allowance.**

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an “Earnings Allowance” which, depending on the arrangement with Bank, may be applied against that month’s fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an “Earnings Allowance Rate,” which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

### **Recoupment Fee.**

The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank’s depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank’s confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company’s account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

### **Bank’s Use of Funds.**

Bank may benefit from having the use of funds in customers’ non-interest bearing accounts. Bank may use these funds to reduce its borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as “spread”. It is not possible to quantify the benefit to Bank that may be attributable to a particular customer’s funds because funds from all customers’ non-interest bearing accounts are aggregated both for purposes of reducing Bank’s borrowing costs and for investment and because Bank’s use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank’s anticipated funding needs. Bank’s use of funds as described in this paragraph has no effect or impact on Company’s use of and access to funds in Company’s account.

## Checking Subaccounts

For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

## Miscellaneous

### **Acceptable Form of Paper Items; Document and Image Quality.**

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

### **Closing Company's Account.**

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's

Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

### **Contract Language.**

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

### **Credit Reports.**

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g., information from any motor vehicle department or other state agency) on Company.

### **Disclosure of Information.**

Generally, absent Company's consent, Bank will not disclose information about Company's Account, but may do so under the following circumstances: (i) to comply with the laws governing this Agreement; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including without limitation a subpoena, search warrant or other order of a government agency or court; (iv) when Bank determines that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of Company's Account for a third party, such as a merchant or credit bureau;



(vi) to provide information to Company's legal representative or successor; (vii) when reporting the involuntary closure of Company's Account; (viii) when Bank concludes that disclosure is necessary to protect Company, Company's Account, or the interests of Bank; (ix) to agents, independent contractors, and other representatives of Bank in connection with the servicing or processing of Company's Account or Account transactions, Account analysis or similar purposes; (x) to Bank's Affiliates and affiliated companies; or (xi) if Company gives Company's permission.

### **Dormant and Unclaimed Accounts.**

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

### **Entire Agreement; Headings; No Third Party Beneficiary.**

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

### **Laws Governing this Agreement.**

The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which

Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

### **Minimum Balance Requirements; Other Restrictions.**

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

### **Modification of Agreement; Account Conversion.**

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page ([www.wellsfargo.com](http://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 savings Account.

### **Limitations on Transfers from Company's Savings Account.**

Preauthorized transfers, automatic transfers, online transfers, payments to other persons and transfers by telephone from Company's savings Account are limited to six (6) a month.

Preauthorized transfers include automatic bill payments, transfers to Company's other Accounts with Bank or automatic transfers to other persons that Company has authorized Bank to make. If Bank permits transfers from Company's savings Account by check, draft, point of sale POS purchases, check card or any similar order for withdrawal, no more than three (3) of the six (6) transfers may be made by such means in a calendar month or statement cycle. If Bank determines that Company is exceeding the limits described above on more than an occasional basis, Bank will, at its option, either close Company's savings Account, transfer the funds on deposit in Company's Account to another account that Company is eligible to maintain, or terminate Company's right to make transfers and write Items against Company's savings Account.

## **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.

## **III. Funds Transfers**

### **General.**

Funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National

Automated Clearing House Association and any regional association (each, an “ACH”) and Clearing House Interbank Payments System (“CHIPS”). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

### **Notice of Receipt of Funds.**

Unless Bank has otherwise agreed in writing, it will notify Company of funds electronically debited or credited to Company’s Account through the statement for Company’s Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

### **Reliance on Identification Numbers.**

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

### **Duty to Report Unauthorized and Erroneous Fund Transfers.**

Company agrees to exercise ordinary care to determine whether a fund transfer to or from Company’s Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company’s Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

### **Erroneous Payment Orders.**

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

### **Automated Clearing House (ACH) Transactions.**

The following terms apply to payments to or from Company’s Account that are transmitted through an ACH:



- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.
- Company hereby authorizes any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

#### **IV. Selected Services**

##### **Stagecoach Deposit® – ATM Deposit Only Card Service.**

Company may elect to utilize Bank's Stagecoach Deposit® – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit® – ATM Deposit Only card ("Deposit Card") and a designated Wells Fargo® ATM ("ATM"). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company's ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company

will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

### **Stagecoach Deposit® – Post Verify Service.**

If Company elects to utilize Bank's Stagecoach Deposit® – Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed in Company's Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's Stagecoach deposit bag either at a later time in Bank's office or when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.





# Commercial Account Signature Card

## I. Account Title(s)

<b>Account #1</b> _____ CoID _____ (Internal Use Only)	<b>Account #2</b> _____ CoID _____ (Internal Use Only)
<b>Account Type:</b> <input type="checkbox"/> Checking (Non-interest) <input type="checkbox"/> Checking with Interest <input type="checkbox"/> Money Market Account <input type="checkbox"/> Other: _____	<b>Account Type:</b> <input type="checkbox"/> Checking (Non-interest) <input type="checkbox"/> Checking with Interest <input type="checkbox"/> Money Market Account <input type="checkbox"/> Other: _____
<b>Title Line 1</b> _____ (Customer's Legal Name. Should match Federal income tax return. 40 characters max.)	<b>Title Line 1</b> _____ (Customer's Legal Name. Should match Federal income tax return. 40 characters max.)
Optional Account Title Lines (40 characters max per line.)	Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (Enter DBA Name in last available title line, if applicable.)	Title Line 4 _____ (Enter DBA Name in last available title line, if applicable.)

## 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
#2	_____	_____	_____
	Signature	Printed Name	Position/Title
#3	_____	_____	_____
	Signature	Printed Name	Position/Title
#4	_____	_____	_____
	Signature	Printed Name	Position/Title

## 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 an "Authorized Signer" is authorized, acting alone, to (a) sign checks drawn on and make cash withdrawals from the Account(s), (b) request stop payment orders for checks drawn on the Account(s), and (c) 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. 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 judgment, have a legitimate purpose for obtaining the information.

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

_____	_____
Printed Name	Position / Title
_____	_____
Authorized Signature	Date

## V. Substitute Form W-9

☐ W-8 provided for Foreign Entity (Substitute W-9 Does Not Apply)

Customer's Legal Name (as shown on Customer's Federal income tax return)

Business Name/Disregarded Entity Name (if different from above)

☐ Individual/Sole Proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust Estate

☐ Limited Liability Company Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) \_\_\_\_\_

☐ Other \_\_\_\_\_

Address (number, street, and apartment or suite number)

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must match the Customer's legal name on the first line of this Section V to avoid backup withholding. 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](http://www.irs.gov) for additional information. For other entities, it is your employer identification number (EIN).

Social Security Number (SSN) \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

### Part II. Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

☐ You must check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

3. I am a U.S. citizen or other U.S. person, and (See the Form W-9 Part II instructions at [www.irs.gov](http://www.irs.gov) for additional information.)

4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

Printed Name \_\_\_\_\_

Position / Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

### Bank Use Only

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

# MASTER AGREEMENT FOR TREASURY MANAGEMENT SERVICES

The Service Documentation described below contains the terms under which Wells Fargo Bank, National Association ("Bank") provides treasury management services ("Services"). The Bank customer to which the Services will be provided ("Company") is identified in the Acceptance of Services ("Acceptance").

Bank and Company agree:

1. **Service Documentation.** The Service Documentation for each Service includes:
  - 1.1. The Service Description.
  - 1.2. The Acceptance.
  - 1.3. This Master Agreement for Treasury Management Services ("Master Agreement").
  - 1.4. The account agreement for the deposit account(s) (each, an "Account") that Company or Company's affiliate or subsidiary maintains at Bank or Bank's affiliate in connection with a Service. The account agreement includes the Dispute Resolution Program that Company and Bank agree to use to resolve any disagreements between Company and Bank regarding accounts and Services governed by the Service Documentation.
  - 1.5. User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.
  - 1.6. The set-up form(s) for each Service.

The Service Documentation also applies to a Service that is provided by an affiliate of Bank and a Service that is used by an affiliate or a subsidiary of Company. "Bank" includes each such affiliate, and "Company" includes each such affiliate and subsidiary. If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. Company acknowledges receiving a copy of the Service Documentation for each Service Bank provides to Company.

2. **Services.** Bank and Company will agree upon the Service(s) to be provided.
3. **Changes to Services.** Bank may change (or add to) the terms and fees in the Service Documentation at any time upon prior written notification to Company. If Company discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If Company continues to use a Service after the change becomes effective, it will be bound by the change.
4. **Term and Termination.** Unless terminated sooner in accordance with the Service Documentation, this Master Agreement and all Services will continue in effect until terminated by either party upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Bank may terminate any Service (a) following notice to Company of a breach of any provision of the Service Documentation and Company's failure to cure the breach within fifteen (15) days of the date of

such notice, or (b) without notice to Company if (i) Company is subject to a petition under the U. S. Bankruptcy Code or (ii) Bank determines in its sole discretion that a material adverse change has occurred in Company's ability to perform its obligations under the Service Documentation. The termination of a Service will not affect Company's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Company for any losses or damages Company may incur as a result of any termination of any Service.

5. **Service Fees.** Company 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 Company's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Company for such amounts, which Company shall promptly pay. Bank may assess finance charges at a rate of 1.5% per month (18% per annum) or the highest rate permitted under applicable law (determined in accordance with section 8.1), whichever is less, on any invoiced fees or taxes not paid within thirty (30) days of the due date and will apply payments and other reductions of amounts owed first to unpaid interest and then to other fees and charges.
6. **Confidential Information.** Unless otherwise provided in the Service Documentation, all User Guides and software constitute Bank's or its vendor's confidential information ("Confidential Information"), and Company will not acquire any ownership interest in or rights to Confidential Information as a result of Company's use of any Service. Company 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 Company'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. Company 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 Company (or its employees or agents) is responsible for the Unauthorized Use, Company 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. **Liability and Indemnification.**
  - 7.1. Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.
  - 7.2. Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or 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 Company; c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Company's protection, or involves funds subject to a hold, dispute, restriction or legal process; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.
  - 7.3. All uses of Services through Company's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Company. Company's failure to protect Codes may allow an unauthorized party to (a)



use the Services, (b) access Company's electronic communications and financial data, and (c) send or receive information and communications to Bank. Company assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

- 7.4. 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.
- 7.5. Company 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. Company will cooperate fully (and at its own expense) with Bank in recovering a loss. If Company is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Company.
- 7.6. Any claim, action or proceeding against Bank for losses or damages arising from a Service, including Bank's honoring or dishonoring a check covered by a Service, must be brought within one (1) year from the date of the act or omission or in the case of a check from the date the check was first paid or returned by Bank.
- 7.7. 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 Company, Bank may, upon notice to Company, suspend or discontinue the affected Service.
- 7.8. Except in the case of Bank's negligence or intentional misconduct, Company 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 Company; and (c) if the Service includes a license or sublicense of any software to Company, the use or distribution of the software by Company or any person gaining access to the software through Company that is inconsistent with the license or sublicense.
- 7.9. Bank will only be liable to Company for Company's direct monetary losses due to Bank's negligence or intentional misconduct. Except in the case of Bank's gross negligence or intentional misconduct, Bank's liability to Company will be limited to an amount not to exceed ten (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). Except as expressly provided otherwise in the Service Documentation, neither party to this Master Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

## **8. Miscellaneous.**

- 8.1.** The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the state in which the office of Bank that maintains the Account is located, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Company as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.
- 8.2.** The Service Documentation is the entire agreement between Bank and Company and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. 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.
- 8.3.** Company will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Company's financial condition or any previously unprepared financial statements which Bank may require Company to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.
- 8.4.** Company warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.
- 8.5.** If Company employs an agent in connection with its use of any Service, Company represents and warrants to Bank that (a) Company's governing body has duly authorized the agent and (b) Company will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding Company's use of a Service from Company's agent will be deemed to be a communication from Company, and Company authorizes Bank to communicate with Company's agent regarding any such communication or Service.
- 8.6.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for Company in Bank's records, and any notice from Bank will be effective when sent. Company will use the address where Company's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from Company will be effective when actually received by Bank. Bank will be entitled to rely on any notice from Company that it believes in good faith was authorized by an authorized representative of Company and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.
- 8.7.** Sections 1, 4, 5, 6, 7, and 8 will survive termination of this Master Agreement.

# COMMERCIAL DEPOSITORY SERVICE DESCRIPTION



- 1. Introduction.** The legal agreement governing the Wells Fargo Bank, N.A. ("Bank") Commercial Depository Service Description ("Service") includes (a) this Service Description, (b) Bank's Master Agreement for Treasury Management Services ("Master Agreement"), (c) the account agreement applicable to the deposit account at Bank or Bank's affiliate Company uses in connection with the Service (each, an "Account"), and (d) the signature card for the Account ("Signature Card"). These agreements may be referred to collectively as the "Service Documentation". Bank (or a legal predecessor to Bank) has provided the applicable account agreement ("Account Agreement") separately to Company. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order they are set forth in the first sentence of this section. "Company" is the customer of Bank identified in the Signature Card. Company's use of the Service(s) confirms Company's receipt of and agreement to be bound by the Service Documentation, as amended by Bank from time to time.
- 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 SERVICES SERVICE DESCRIPTION

WELLS  
FARGO

1. **Introduction.** This Returned Item Services Service Description (“Service Description”) and the other Service Documentation as defined in the Master Agreement for Treasury Management Services between Wells Fargo Bank, N.A. (“Bank”), and the company identified in the Acceptance of Services (“Company”) between Bank and Company govern Bank’s Returned Item Services (each, a “Service”).
2. **Description of Bank’s Returned Items Services.** Bank’s Returned Item Services enable Company to have Bank (a) act as Company’s returned Item processor with respect to Items payable to Company that are presented to Bank or another financial institution for payment and returned to Bank unpaid (each, a “Returned Item”) in accordance with Company’s Special Instructions to Bank for Returned Items (“Special Instructions”) and (b) originate debits and report and process credits received for Company’s returned check fee (“Returned Item Service Fee Recovery”). Company will communicate its Special Instructions regarding Company’s Returned Items to Bank, and Bank will communicate to Company regarding the Services, using the media, format and communication channel(s) to which Company and Bank agree, separately.
3. **Conditions to Provision of Bank’s Service.** As conditions to Bank’s provision of the Services, Company will at all times (a) maintain Company’s demand deposit account(s) at Bank (each, an “Account”) in good standing; (b) subscribe to Bank’s *Commercial Electronic Office®* (“CEO®”) Service; and (c) comply with all Rules Applicable to Bank’s Returned Item Services as set forth in this Service Description.
4. **Rules Applicable to Bank’s Returned Item Services.** Bank will provide its Services to Company in accordance with:
  - 4.1. the Service Documentation including without limitation the User Guide that Bank makes available to Company at [www.wellsfargo.com](http://www.wellsfargo.com); and
  - 4.2. 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 Returned Item Service Fee Recovery Service when Bank originates an ACH entry on Company’s behalf, the National Automated Clearinghouse Association Operating Rules, as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member (together, the “NACHA Rules”), all as amended from time to time.
5. **Special Instructions.** Bank will process Company’s Returned Items in accordance with Company’s Special Instructions, unless Bank determines in Bank’s sole discretion that doing so with respect to a Returned Item would prevent Bank from effectively providing Bank’s Service to Company.

6. **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 the account or to an account at another financial institution.
7. **Returned Item Service Fee Recovery.** Bank determines the state whose laws establish the maximum returned check fee that Company may assess a customer who issues a Returned Item to Company based on information about Company's retail locations Company provides to Bank when Company enrolls in the Service and subsequently after Bank receives notice from Company regarding a location change in Company's retail locations. If Company fails to provide information to Bank regarding a location change in a timely fashion, Bank will assess the lowest maximum fee permitted in the states for which Company has provided location information.
8. **ACH Entries.**
  - 8.1. **Payment Obligations; Settlement; Returned Debit Entries.** In the case of Services for which Bank originates ACH debit entries on Company's behalf, each credit to Company's Account will be made on the applicable settlement date. Bank may charge Company's Account for any debit, correcting or reversing entry which is later returned to Bank. Company authorizes Bank upon prior oral or written notice to Company to place a hold on an equal amount of funds in Company's Account or to take any other action Bank deems appropriate to ensure Bank receives payment for any debit, correcting or reversing entry which is later returned to Bank.
  - 8.2. **Reimbursement.** Company will reimburse Bank for any loss or expense Bank incurs, including reasonable attorney's fees and legal expenses, as the result of (a) a breach of any warranty Bank makes under the NACHA Rules in connection with providing the Services to Company, (b) a breach of any representation or warranty that Company makes in this Service Description, or (c) an action Company asks Bank to take in connection with Bank's providing the Services to Company. Company authorizes Bank to recover any such amount by debit to any account Company owns in whole or in part at Bank or any affiliate of Bank.
9. **Company's Representations and Warranties.** Company represents and warrants to Bank that:
  - 9.1. The information about Company's retail locations that Company provides to Bank in accordance with section 7 is accurate.
  - 9.2. Company has received and will maintain current copies of the Rules Applicable to Services including without limitation Reg CC, Reg E and the NACHA Rules and is in compliance therewith.
10. **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 10, "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:

- 10.1.** Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation including without limitation Company's obligation to provide Bank with information about Company's locations.
  - 10.2.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
  - 10.3.** 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; and
  - 10.4.** A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Services under this Service Description, any failure by Bank to assess the correct Returned Item Service fee based and any delay in the return of any Returned Item.
- 11. Bank's Assessment of Services.** Company agrees Bank may at any time or times modify this Service Description upon notice to Company, and the Service Description as modified will supersede this Addendum and be binding upon Company.
- 12. Survival.** Sections 6, 7, 8, 9, and 10 of this Service Description will survive termination of the Service.

# COMMERCIAL ELECTRONIC OFFICE® ("CEO"®) 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.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Commercial Electronic Office Service ("CEO"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of Service.** The CEO is Bank's electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the CEO to access (a) Bank Services in which Company has separately enrolled (each, an "Accessed Service") and (b) third-party sites Bank may make available through the CEO. Bank offers different channels through which Company may access the CEO 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.** When Company enrolls in the CEO 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 on Company's behalf (each an, "Authorized Representative"). Log-On Credentials may include without limitation Company and user IDs, passwords, token IDs and other means of providing secure access to the CEO Service that Bank adopts after the date Company begins using the CEO and may be changed by Bank at any time. Bank will have no obligation to Company to authenticate separately any communication Bank receives in Company's name through the CEO, whether or not an Authorized Representative actually issued the communication. Bank may, at Bank's sole option, contact Company with respect to any communication Bank receives in Company's name, but Bank's election to contact Company with respect to one or more communication will not obligate Bank to contact Company with respect to any subsequent communication Bank receives in Company's name.
4. **Administration of the CEO.**
  - 4.1. **General.** Bank offers two options for administering the CEO: (a) self-administration and (b) Bank administration.
  - 4.2. **Self-Administration.** If Company enrolls in Bank's self-administration option, there are three categories of Authorized Representatives: Company Administrator, Administrator or User. Bank provides Bank's then-current Log-On Credentials only to Company's initial Company Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Company Administrator, who may perform all functions of Company's initial Company 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 Company Administrator or an Administrator and

those in which Bank permits a User to self-enroll. Each Company Administrator and Administrator has the authority to enroll Company in additional Services. Company will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative.

**4.3. Bank Administration.** If Company 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 Company designates. Each User Company designates will remain authorized until Bank has a reasonable time to act after receiving Company's notification that the User is no longer so authorized.

**5. Restricting or Terminating Access to the CEO.** Bank will not be obligated to permit any Authorized Representative to use any Service through the CEO if Bank determines such use is (a) not in accordance with any term applicable to the CEO, (b) not permitted by any state or federal law or regulation, (c) not authorized by Company or any third person whose authorization Bank believes is necessary for such use, or (d) should be denied for Company'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 Company at the CEO. The posting of any Financial Information or any other information or data at the CEO 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 the actions or omissions of the third parties developing or transmitting Financial Information or (c) for any decision made or action taken by Company 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 Company to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from Company's deposit account(s) at Bank and other financial institutions Company directs to provide data to Bank. Company may also manually populate data. Bank will not verify the accuracy of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Company 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. Company's Representations and Warranties.** Company represents and warrants to Bank:

**8.1.** Company's governing body has duly authorized each Authorized Representative, regardless of whether Company enrolls in Bank's self-administration option, Bank Administration or whether the individual is designated to act as Company Administrator, Administrator or User; and

**8.2.** Company will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Company becomes aware or suspects that any Log-On Credential may have been compromised.

9. **Company's Agreement to Indemnify Bank.** Company 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 Company contained in this Service Description.
10. **Survival.** Sections 3, 4, 5, 6, 7, 8 and 9 will survive termination of the Service.

## ACH ORIGATION SERVICE DESCRIPTION

WELLS  
FARGO

1. **Introduction.** This Service Description is part of the Service Documentation governing Wells Fargo Bank, N. A. ("Bank") ACH Origination service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is identified in the Acceptance.
2. **Description of Services.** The Service enables Company to originate automated clearing house ("ACH") credit and debit entries in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"; see section 3). Company will maintain one or more deposit account(s) at Bank or Bank's affiliate (each, an "Account"), that Bank may use to process such Entries. An "Entry" is an ACH debit or credit entry issued in Company's name, and a "File" is the data file or batch release used to transmit one or more Entries to Bank. Section 6 of this Service Description describes (a) the means Bank offers to Company for transmitting Files to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a File or a communication amending or canceling an Entry or File (each, a "Security Procedure"). When Bank acts with respect to an Entry as both the originating depository financial institution ("ODFI") and receiving depository financial institution ("RDFI"), as ODFI and RDFI are defined by the ACH Rules, the Entry is an "on-us Entry."
3. **ACH Rules.** Company (a) authorizes Bank to originate Entries on behalf of Company to Receivers' accounts; (b) agrees to be bound by the ACH Rules; and (c) agrees not to originate Entries that violate the laws of the United States. In addition, Company agrees Bank may audit Company's compliance with the Service Documentation and the ACH Rules.
4. **Preparation of Entries and Files; Processing Schedules.** Company will prepare each File in accordance with the ACH Rules and the guidelines Bank separately makes available to Company. Bank will process each File in accordance with Bank's then current processing schedule and any instructions regarding the date an Entry is to be settled that Company furnishes with the Entry provided (a) Bank receives the File by Bank's applicable cutoff time on a Business Day and (b) the ACH is open for business. Files will be deemed received by Bank when the transmission of the File to Bank is completed and authenticated in compliance with the Security Procedure. If Bank receives a File after Bank's applicable cutoff time or on a day when the ACH is not open for business, the File will be treated as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays.
5. **Inconsistency of Name and Number.** If an Entry describes a "Receiver" (as defined in the ACH Rules), both by name and identifying number, the RDFI may pay the Entry on the basis of the identifying number, even if the number identifies a person different from the named Receiver. If an Entry describes the RDFI both by name and identifying number, Bank, a gateway operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI.
6. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and describes the Security Procedures Bank offers for ACH origination. Company's elections regarding Initiation Methods and Security Procedures are set forth in the Acceptance.

### 6.1. **Commercial Electronic Office® (CEO®) Initiation Method.**

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

### 6.2. **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.

### 6.3. **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 it may use 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 Payment Order 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.



#### **6.4. 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.

#### **6.5. 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 Acceptance.

- 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, 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; (c) 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 (d) enter into a written agreement with that customer whereby that customer agrees:

**16.1.1.** to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;

**16.1.2.** ACH entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control;

**16.1.3.** to grant Bank ongoing access to audit it and any ACH entry that it has transmitted to Company for transmission to Bank; and

**16.1.4.** Bank may at any time refuse to process an ACH entry for that customer.

**16.2. Representations and Warranties.** Company represents and warrants to Bank Company (a) has conducted due diligence with respect to each customer of Company for which Company is originating transactions through Bank and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such customer is originating is normal and expected for the customer's type of business; and (b) will, in accordance with reasonable commercial standards, monitor each customer's business and transactions on an ongoing basis and notify Bank promptly if Company identifies any unusual activity by Company's customer.

**17. Perfect NOC Service.** This section contains additional terms applicable to Bank's Perfect NOC Service. Bank maintains a database of Notifications of Change (each, a "NOC") that Bank receives and uses this database to update Company's Entries in accordance with the Service options Company selects from time to time. Bank will notify Company of each NOC Bank receives in connection with Company's Entries.

**18. Smart Decision Service.** This section contains additional terms applicable to Bank's Smart Decision Service. Bank will process for credit to the Account specified by Company checks and other instruments payable to Company (each, an "Item") that Company delivers to Bank. Company will use the depository channels through which Bank offers the Service including electronic channels and other channels specified by Bank through which Bank accepts Items for processing. When Company uses electronic depository channels, Company transmits an "Electronic File" to Bank that includes electronic images of Items (each, an "Electronic Image") and other information regarding Items in the Electronic File. Each Business Day, Bank processes Company's Electronic File and other Items according to the processing criteria Bank has on file for Company, the issuer of an Electronic Image or Item, and Bank

(each, respectively, a “Company Preference,” an “Issuer Preference,” or a “Bank Preference.”) Based on these Preferences, Bank will (a) convert each eligible Electronic Image and Item to an ACH debit Entry on the deposit account on which it was drawn; (b) process remaining Electronic Images in accordance with Bank’s separate Service Documentation governing the electronic depository channel Company used to deliver the Electronic Image to Bank; or (c) process remaining Items in accordance with Bank’s Commercial Account Agreement. If a Company Preference or an Issuer Preference conflicts with a Bank Preference, Bank will follow the Bank Preference.

## **19. Warranties.**

**19.1 General.** Company acknowledges Bank makes certain warranties under the ACH Rules with respect to each Entry. Company will reimburse Bank for any loss Bank incurs, including Bank’s reasonable attorneys’ fees and legal expenses, as the result of a breach of a warranty made by Bank in connection with any Entry Bank originates upon the instructions received from Company, except to the extent that the loss resulted from Bank’s own gross negligence or intentional misconduct.

**19.2 Smart Decision Service.** If Company subscribes to Bank’s Smart Decision Service, Company warrants Company (a) will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data; (b) will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company the Electronic Image is not legible or contains MICR data that is not machine readable; and (c) has received copies of the then-current ACH Rules and Reg E and will comply with both at all times Bank provides the Service.

**20. Indemnification.** Company acknowledges Bank indemnifies certain persons under the ACH Rules. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys’ fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from Bank’s own gross negligence or intentional misconduct. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

**21. Termination.** In addition to the termination provisions contained in the Master Agreement, Bank may terminate the Services immediately upon notice to Company if Bank determines in its sole discretion: (a) the number of returned debit Entries originated under this Service Description is excessive; or (b) Company has breached a warranty provided under the ACH Rules or this Service Description or otherwise failed to comply with the ACH Rules.

**22. Survival.** Sections 4, 5, and 7-20 will survive termination of the Services.

## TARGET BALANCE ACCOUNT SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Payment Authorization Service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
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.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") wire transfer service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of the Service.** The Service enables Company to instruct Bank to transfer funds in accordance with Article 4A of the Uniform Commercial Code as amended from time to time ("UCC 4A") and the rules and regulations of any funds transfer system Bank uses to effect the transfer. In this Service Description, an instruction to Bank (including any communication cancelling or amending an instruction) in Company's name to transfer funds from Company's account at Bank or Bank's affiliate (each, an "Account") is a "Payment Order" (as defined in UCC4A). Section 5 of this Service Description describes (a) the means Bank offers to Company for transmitting Payment Orders to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company'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.** Company 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 Company 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. A "Business Day" is every day except Saturday, Sunday, and federal holidays.
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 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 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. Company's elections regarding Initiation Methods and Security Procedures is/are set forth in the Acceptance.
  - 5.1. **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 wire transfer activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

## 5.2. 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 it may use 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 Payment Order transmitted to Bank through the VAN in Company’s name.

**SWIFT® File Act.** SWIFT has established procedures for controlling access to SWIFT messaging services (each, an “Access Control”) 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 Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages. 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.

## 5.3. Voice Initiation Method.

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

## 5.4. SWIFT® (FIN) Initiation Method.

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 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.

#### **5.5. 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 Acceptance.

- 6. Authorization to Pay.** Company authorizes Bank to (a) execute any Payment Order Bank verifies in accordance with the 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 Company at Bank or an affiliate) even if a debit results in an overdraft on the execution date (as defined in UCC4A). Company will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.
- 7. Company's Duty to Report Erroneous or Unauthorized Transfer Instructions.** Company will exercise ordinary 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 fourteen (14) days after Company 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. Company will be liable to Bank for the loss Bank incurs as a result of Company'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 Company promptly so Company may cure the defect but will have no liability to Company 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 Company, except Bank may, at Company'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. International Wire Transfers.** A Payment Order expressed in U.S. Dollars will be sent in U.S. Dollars. Company may request that prior to executing a Payment Order, Bank convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at Bank's sell rate for exchange in effect on the date Bank executes the Payment Order. If the financial institution designated to receive the funds does not pay the beneficiary specified in a Payment Order payable in Foreign Currency and the funds are returned to Bank, Bank will not be liable for a sum in excess of the value of the funds after they have been converted from Foreign Currency to U.S. Dollars at Bank's buy rate for exchange at the time the cancellation of the Payment Order is confirmed by Bank. Bank will not be liable for any failure or delay by any financial institution or other third party in the designated foreign country in executing or failing to execute any Payment Order Bank transmits to a foreign country.
- 11. Drawdown Requests.** A "drawdown request" is an instruction from Company 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 Company separately provides in writing. The authority to execute the incoming drawdown request will



continue until Bank receives express written notice from Company that such authority is revoked.

- 12. Limitation of Bank's Liability.** If Bank executes Company'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 Company 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 Company has lost due to the transfer of the excess amount, computed at the then current Federal Funds rate. However, Bank's liability for loss of interest will be limited to twenty (20) calendar day's interest. This section sets forth Bank's complete liability for a Payment Order issued or received under this Service Description.
- 13. Survival.** Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of Services.

# Wire Transfer Services Customer Setup Form and Agreement

## Part I – Setup Information

### Treasury Management Customers

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

### All Other Customers (including consumers and non-Treasury Management business customers)

Complete Part I, review the Wire Transfer Services Agreement in Part II, and sign as provided in Part III.

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

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

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

1) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	2) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	3) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	4) <input type="checkbox"/> DDA <input type="checkbox"/> G/L
5) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	6) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	7) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	8) <input type="checkbox"/> DDA <input type="checkbox"/> G/L
9) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	10) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	11) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	12) <input type="checkbox"/> DDA <input type="checkbox"/> G/L

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

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

Mail Advice for <input type="checkbox"/> Debit Wires <input type="checkbox"/> Credit Wires <input type="checkbox"/> No Mail Advice	Mail Advice to (if different than address noted below in Part III)
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### C. Authorized Callers (people authorized to initiate wires)

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

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

Authorized Callers first & last name	\$ Limit	Phone Number including area code	Initiation Type <input checked="" type="checkbox"/> R <input type="checkbox"/> B
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>

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

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

Verify Orders exceeding: \$ \_\_\_\_\_

Authorized Approvers first & last name	\$ Limit	Phone number including area code
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

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

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

☐ DDA    ☐ AU and G/L \_\_\_\_\_

**F. Account Relationship Link**

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

\_\_\_\_\_

**Part II – Wire Transfer Services Agreement**

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

**2. Security Procedure**

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Currency.** An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to

executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at Wells Fargo's selling rate for exchange in effect on the date the Order is executed by Wells Fargo. If the financial institution designated to receive the funds does not pay the beneficiary specified in the Order and the Order is payable in Foreign Currency, Wells Fargo will not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at Wells Fargo's buying rate for exchange at the time the cancellation of the Order is confirmed by Wells Fargo.

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

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

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

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

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

## **17. Additional Terms Governing Outgoing Consumer International Wires**

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

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

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

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

your request.

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

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

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

### Part III – Agreement and Approval

**Customer Approval** – Signatures as required by Certificate of Authority or Signature Card.

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

Legal Name as it appears on your Account

Customer's Primary Phone No.

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

Printed Name of Authorized Signer

Printed Name of Authorized Signer

Signature

Date

Signature

Date

**X**

**X**

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

<b>Customers' 1<sup>st</sup> ID</b>	ID Type	ID Number	Issued by State / Country	Expiration Date
<b>Customers' 2<sup>nd</sup> ID</b>	ID Type	ID Number	Issued by State / Country	Expiration Date
Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC	Document Prepared by & phone # (in case of questions about this setup)	
Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.				
Banker/Officer's Printed Name		Banker/Officer's Signature — Required	Date	
		<b>X</b>		

**Once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo Fax. File copies in your location's record-retention file.**

## INFORMATION REPORTING SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Information Reporting services (each, a "Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of Services.** The Services enable Company to view and or receive files containing data and/or images (each, a "File") regarding specified transactions on each deposit account at Bank that Company enrolls in the Service (each, an "Account"). The means used to transmit Files to Company include without limitation BAI File Transfer, Bank's Commercial Electronic Office® ("CEO"®), and CD-ROM. Depending on the Service Company elects, the transactions may include checks or other instruments (each, an "Item") (a) posted to Company's Account; (b) cashed or collected by Bank or accepted for deposit to Company's Account; and (c) returned unpaid to Company's Account. "Item" is defined in Bank's Commercial Account Agreement.
3. **Information From Company's Accounts at Other Financial Institutions.** If the Service Company elects permits Company to have information from deposit accounts Company maintains at other financial institutions imported to Bank and included in a report Bank provides to Company in connection with the Service, Bank will not verify the accuracy or completeness of the information.
4. **Software Sublicense.** If a software sublicense is required for Company to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Company as part of the set up process for the Service. Company 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 Company, if Company fails to comply with the Software Sublicense. Company's obligations under this section 4 will survive the termination of Service.

## STOPS—IMAGES—SEARCH {"SIS"}) SERVICE DESCRIPTION

**This Service Description contains provisions which, in addition to the provisions contained in the Master Agreement for Treasury Management Services between Bank and Company (the "Agreement"), will govern the Stops—Images--Search {"SIS"} Service (the "Service").**

- 1. The Service.** Company may, using a computer or a computer and browser acceptable to Bank, request stop payment orders on checks drawn on Company's deposit account(s) or Company's account(s) with another financial institution maintained in connection with the Controlled Disbursement Service (a "Controlled Disbursement Account") and, where applicable, request photocopies of checks that have cleared Company's deposit account(s) or Controlled Disbursement Account(s).
- 2. Stop Payments.**
  - 2.1 Requirements.** Bank may pay a check against Company's deposit account(s) whenever it is presented and without regard to its date. If Company does not want Bank to pay a check, it must place a stop payment order which is valid for the period specified when Company opened its deposit account and must be received within sufficient time for Bank to act.
  - 2.2 Limitations.** A stop payment order will be ineffective with respect to (a) a check deposited to an account at a Wells Fargo Bank if it cannot be charged back without creating an overdraft in that account, and (b) a check that was cashed by any Wells Fargo Bank. Company authorizes Bank to accept telephone stop payment orders from any person who Bank in good faith believes is acting on Company's behalf. In Texas, Company must confirm an oral stop payment order in writing.
- 3. Survival.** The provisions of this Service Description designated as Sections 2 and 3 will survive termination of the Service.



## WELLSIMAGE® CD SERVICE DESCRIPTION

1. **Introduction.** This Service Description and the other Service Documentation as defined in the Master Agreement for Treasury Management Services ("Master Agreement") between Wells Fargo Bank, N.A. ("Bank"), and the company identified in the signature block of the Acceptance of Services ("Company") between Bank and Company govern Bank's WellsImage CD Service (the "Service").
2. **Description of the Service.** The Service enables Company to receive a WellsImage CD-ROM ("CD-ROM") containing (a) an index of each Paper Item that has been paid against each Company checking account at Bank that is enrolled in the Service (each, an "Account") for the specified CD-ROM cycle; and (b) images of the front and back of each paid Paper Item. After the end of each CD-ROM cycle, CD-ROMs will be sent to Company at the address(es) designated by Company. CD-ROMs may be viewed using the WellsImage Viewer™ Software (the "Software") which will be provided pursuant to Section 7 below. "Paper Item" is defined in Bank's Commercial Account Agreement.
3. **Condition to Provision of the Service.** As conditions to Bank's provision of the Service, Company will (a) at all times maintain the Account(s) in good standing, and, (b) agree to the terms of the Software Sublicense (see Section 7).
4. **Rules Applicable to the Service.** Bank will provide the Service to Company in accordance with (a) the Service Documentation including, without limitation, the WellsImage Viewer User Guide(s) that Bank makes available to Company; and (b) state and federal laws and regulations, including the National Automated Clearing House Association Rules ("NACHA Rules") applying to Paper Item conversion.
5. **Paper Item Conversion.** The NACHA Rules allow for the conversion of certain Paper Items into ACH items. Images of Paper Items converted pursuant to the NACHA Rules may not be available through the Service.
6. **Images and Replacement CD-ROMs.** If a Paper Item on a CD-ROM index is not imaged on the CD-ROM (and the image is available), Bank will, upon request and without charge, send an image copy of the front and back of the Paper Item. However, each Paper Item will be indexed and the data contained on the Paper Item will be provided on the CD-ROM whether or not an image of the Paper Item is available. In addition, Bank will, at Company's request, recreate a CD-ROM, but only for a period of sixty (60) days after the CD-ROM is first created.
7. **Software Sublicense.** Company must use the Software in accordance with the terms of a non-exclusive, non-assignable sublicense ("Software Sublicense") from Bank. The Software Sublicense will be presented to Company during installation and Company will be required to accept it before being allowed to use the Software. This Section will survive termination of this Service.
8. **Termination.** In addition to the termination provisions of the Master Agreement, the Service may also be terminated by Bank immediately on written notice to Company if Company fails to comply with its obligations under the Software Sublicense.

## ACCOUNT RECONCILIATION PLAN SERVICE SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
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<sup>®</sup> SERVICE DESCRIPTION

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font inside a black square.

1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") CheXstor service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
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*<sup>®</sup> 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.

# WELLS FARGO PAYCARD

## SERVICE DESCRIPTION AND TERMS OF SERVICE



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") PayCard Service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Service ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of Service.** The Service allows Company to make payments to Wells Fargo PayCard users (each, a "Card User") by depositing funds into a specified account (which funds the Card) via transfers through an automated clearing house ("ACH"). Each Card User can then access deposited funds through certain national and regional automated teller machine and point of sale networks, as well as at any financial institution or merchant that accepts Visa® debit cards, by using a Wells Fargo® PayCard ("Card"). The Card is reloadable from time to time by Company via ACH transfers. For purposes of this Service Description, the term "Card" also includes Cards issued under the Instant Issue Card Program as described below.
3. **State Laws and Regulations.** In the event the Card is used by Company to pay wages, salaries, or other compensation to Card Users, Bank makes no representation or warranty regarding whether the Service will allow Company to satisfy any requirement or comply with any restriction which may be imposed upon Company as an employer under any state labor code or any other law or regulation, including, without limitation, laws prohibiting discount in wages or laws relating to fee restrictions. Company acknowledges that (a) it has made its own independent investigation and received its own legal advice, and Bank has made no representations or warranties to Company, regarding whether the use of the Service will allow Company to satisfy any such requirement or comply with any such restriction; and (b) Company is not relying on any information or opinion provided by Bank regarding any such requirement or restriction. Company further acknowledges that by electing to use the Service, it agrees to be bound by the terms and conditions set forth in this Service Description and Terms of Service ("Service Description") as well as the Service Documentation.
4. **Bank's Duties.**
  - 4.1. Under the Service, Bank shall issue Cards to Card Users. In connection with such issuance, Bank shall (a) prepare and deliver the Wells Fargo PayCard Card User Enrollment Form (the "Enrollment Form") to Company; (b) prepare the Wells Fargo PayCard Packets, including the required Bank disclosures and other materials contained therein (the "Card Packets"); and (c) deliver the Card Packets to Company for delivery to Card Users or directly to Card Users identified by Company, as directed by the Card User on the Enrollment Form.
  - 4.2. Upon request by a Card User, Bank shall deliver transaction history statements to the Card User at the address on the Enrollment Form and make transaction history information available electronically online to Card Users.
  - 4.3. Bank shall make balance information available telephonically to Card Users. Bank shall be responsible for Card customer service, including all Card service and billing inquiries (other than Card User inquiries related to the amount or timing of funds transferred to the Card by Company). Bank shall also process ACH transfers from Company's account to the specified account funding the Card pursuant to the Service.

- 4.4. To the extent applicable, Bank shall be responsible for discharging its obligations under unclaimed property laws in connection with the funds loaded on the Cards.

## 5. Company's Duties.

- 5.1. Company shall require each employee that applies for a Card ("Applicant") to complete in full and sign an Enrollment Form. Each Card User will have completed in full and signed an Enrollment Form before being issued a Card.
- 5.2. Before submitting Applicant's information on an Enrollment Form to Bank or Bank's Agent, Company shall (i) review the Enrollment Form to ensure that it includes at a minimum the Applicant's name, physical address, date of birth, and social security number, (ii) collect a copy of an unexpired government-issued identification document for Applicant that evidences nationality or residence and bears a photograph or similar safeguard, such as a driver's license or passport, and (iii) verify that Applicant's information on an Enrollment Form is consistent with Applicant's information on Applicant's identification document(s).
- 5.3. For Enrollment Forms completed before the date of this Service Description, Company shall maintain copies of each Enrollment Form completed by an Applicant for a period of at least five (5) years after Card Applicant's employment with Company terminates.
- 5.4. For Enrollment Forms completed on or after the date of this Service Description, Company shall provide a copy of each completed Enrollment Form to Bank or Bank's agent (i) by faxing the Enrollment Form to a facsimile number specified by Bank or Bank's agent, or (ii) by sending the Enrollment Form from a secure e-mail account to an e-mail address specified by Bank or Bank's agent. Bank will maintain copies of each Enrollment Form completed by an Applicant pursuant to applicable regulatory requirements.
- 5.5. Company shall allow Bank or representatives of any government agency having jurisdiction over Bank, including, without limitation, the Office of the Comptroller of the Currency, upon reasonable notice to Company, to review Company's records in order to confirm that the requirements contained in Sections 5.1, 5.2, 5.3 and 5.4 have been satisfied.
- 5.6. Company shall provide to Bank or Bank's agent, or both, as Bank requests (and in such format and through such electronic, magnetic, or other means or media as Bank may specify from time to time): (a) the Applicant's name, physical address, social security number, and date of birth (the "Identifying Information") provided by Applicant in the Enrollment Form; (b) Card Applicant's personalization information (i.e., embossing the Card with the name of the Card User); and (c) any other information Bank reasonably requests in connection with the issuance of the Cards.
- 5.7. Consistent with Bank's efforts to comply with various regulations governing money-laundering activities and terrorism fighting, Bank obtains, verifies, and records information to reasonably identify each Card User receiving a Card. Bank relies on Company as an agent for collection of information needed to identify the Card Users. Bank also relies on Company as its agent to provide the Customer Identification Program (CIP) notification to Card Users.
- 5.8. On the Enrollment Form, Applicants may authorize Company on Card Users' behalf to receive Card Packets, transaction history statements, and other materials regarding their Cards, in which case, Company shall promptly deliver to the Card Users the Card Packets, transaction history statements, and other materials provided by Bank

from time to time. In all other circumstances, Bank shall deliver or make available the necessary material directly to the Card Users as provided in Section 4.2 above.

- 5.9.** Without Bank's prior written consent, Company shall make no changes to the Enrollment Form, the Card Packets, including, without limitation, the disclosures and other materials contained therein, or any other materials, and any revisions or updates thereto, provided by Bank to Company or Card Users, or both, in connection with the Service.
- 5.10.** To the extent Company receives any transaction history statements or other material related to a particular Card User's use of his or her Card, Company agrees not to review or access in any way such information without Card User's consent.
- 5.11.** As requested by Bank, Company shall provide to Bank, on each applicable business day and on a consolidated basis, the Funds Transfer Information for all Card Users. For purposes of this Service Description, the terms "Funds Transfer Information" means information provided to Bank by Company, either directly or through the ACH system, to credit, or debit the available funds of, any Card User, which information shall be provided to Bank in a form and through such electronic, magnetic, or other means or media as Bank may approve from time to time and shall include the date on which funds are to become available to the Card User.
- 5.12.** Company shall obtain from each Card User all authorizations required by applicable laws, regulations, or otherwise to perform transfers to credit or debit the available funds of such Card User.
- 5.13.** Company agrees to cooperate fully with Bank in furnishing any information or performing any action reasonably requested by Bank that is needed by Bank to perform its obligations under this Service Description or to comply with applicable laws and regulations. Company agrees that it shall furnish Bank with true, accurate, and complete copies of such records and all other information with respect to the Service as Bank or its authorized representative may reasonably request, provided however, that it shall not be required to divulge any records to the extent prohibited by applicable law.
- 5.14.** Company shall instruct Card Users to direct all their inquiries regarding the Cards to Bank's toll-free customer service number.
- 5.15.** Company shall give Bank timely written notice of any Card User authorization which has been rescinded or otherwise modified.
- 5.16.** Company shall not require an intended recipient of an electronic fund transfer under the Service to establish an account with Bank as a condition of employment.
- 5.17.** Company may make available to Card User only one Card per Card User at any given time. Card User may request that additional Cards be issued to persons whom Card User authorizes to have access to the funds associated with the Card ("Authorized Users"). Card Users that are domiciled outside the United States or its territories cannot request that additional Cards be issued to Authorized Users. Company reserves the right to limit the number of additional Cards that will be issued.
- 5.18.** Other than information necessary to use the Card, Company shall not disclose to Card User any information that would enable the Card User to cause any credit of funds to, or debit of funds against, the Card User's specified account.
- 5.19.** Company has the right to deduct funds from the funds accessible through a Card in order to correct a previous error or overpayment to a Card User or for other reasons

in accordance with applicable law. Subject to this right, Company acknowledges and agrees that all funds transferred to a Card are owned by the Card User.

**6. Card User Prerequisite.** In order to receive and use a Card, a Card User shall have completed in full, signed, and submitted to Company the Enrollment Form, and received the disclosures and other materials contained in the Card Packet. Bank reserves the right to revoke any Card User's use of the Card in accordance with the PayCard Terms and Conditions ("Terms and Conditions"). Further, in addition to Bank's rights to terminate under the Master Agreement, Bank may terminate Company's use of the Service if, in Bank's sole determination, there exist excessive levels of fraud, regulatory and/or reputational risk, there has been a violation of this Service Description by Company, or Bank suspects abuse of the Service in any manner.

**7. Instant Issue Program.** Under this Service Description, Company may issue temporary Cards under the Instant Issue Program. To the extent that Company elects to participate in the Instant Issue Card Program, it shall have the ability to purchase a stack of Instant Issue Cards (such amount not to exceed 1000 Instant Issue Cards in any order) which shall be embossed with a generic identifier. Instant Issue Cards may be used only for new employees of Company, or such existing employees receiving a Card for the first time. They are not to be used as replacement cards for lost or stolen Cards or as termination cards. Should Company desire to order Instant Issue Cards, it should contact 1-800-AT-Wells. Such Instant Issue Cards will be funded via ACH and funds underlying the Instant Issue Card shall be accessible upon settlement of such ACH file. An Instant Issue Card may be loaded up to three times prior to issuance of a personalized Card to Card User; once a personalized Card is issued and activated, the Instant Issue Card associated with such personalized Card will be deactivated automatically. Company agrees that it shall comply with any and all applicable *Visa Instant Issue Security Standards* and *Visa U.S.A. Prepaid Card Issuance with a Generic Identifier Shipping and Storage Requirements*.

**8. Representations and Warranties.**

**8.1** As of each date that: (i) Company delivers the Identifying Information or the Funds Transfer Information, or (ii) pursuant to Company's instructions, the available funds of any Card User are credited or debited, Company represents and warrants that all information and amounts related to the Card User's Identifying Information or Funds Transfer Information, and on all paper, electronic, magnetic or other transmissions submitted in connection therewith, are accurate, true and correct and that, with respect to each Card User:

**8.1.1.** For Card Users designating Company as his/her agent on the Enrollment Form, Company has delivered to such Card Users a Card Packet or, provided Bank has given its prior written approval for the delivery of Cards and the Terms and Conditions to such Card Users in a different manner, a Terms and Conditions (which has been delivered to such Card Users in the manner approved by Bank.)

**8.1.2.** Company has delivered to such Card User all supplemental disclosure statements or other materials provided by Bank, from time to time.

**8.1.3.** Company has been authorized by the Card User, in a manner or form which complies with all applicable federal, state, and local laws and regulations to (a) transfer such Card User's Identifying Information to Bank or Bank's agent, and (b) transfer such Card User's payment amounts or reimbursements to Bank for loading on to a Card and to credit or debit such Card User's available funds, and that such authorization has not been rescinded or otherwise modified and remains in full force and effect.

- 8.2.** Company warrants that with respect to any instructions to Bank to debit available funds of Card User, Company has complied with applicable state or federal law as to Company's right, as an employer, to debit the Card User's available funds.
- 8.3.** Company warrants that it has not required any of its employees to complete and sign an Enrollment Form or otherwise agree to payment amounts through this Service.
- 9. Indemnification.** Company shall indemnify, defend, and hold harmless Bank, its respective affiliates, employees, representatives, successors, and permitted assigns from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs, and liabilities, including, without limitation, reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), to the extent such Damages arise out of or relate to Company's use of the Service as a means of compensating or reimbursing its employees or other payees or its failure to comply with this Service Description.
- 10. Survival.** Sections 3, 6, 8, and 9 shall survive termination of the Service.



## PAYMENT AUTHORIZATION SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Payment Authorization Service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
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.

# PREPAID CARD SOLUTIONS SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") prepaid card solutions service ("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; 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 allows Company to make payments to an individual holding a prepaid card issued by Bank (each, a "Card"). Each individual is a "Cardholder". A "Card" is a payment instrument denominated in U.S. Dollars that Bank issues to an individual applicant at Company's request. Bank offers two types of Cards: (a) a reloadable Card to which Company can add funds from time to time and (b) a non-reloadable card to which Company makes a one-time funds transfer. Funds credited to a Card can be used to make purchases at merchants or service providers that accept payment through electronic payment networks in which Bank participates and, if Company and Bank separately agree, obtain cash through certain national and regional automated teller machine and point of sale networks and participating financial institutions.
3. **Applicant Enrollment; Customer Identification Program ("CIP").** When Company requests Bank issue a Card to an individual for which the Bank has determined that CIP verification is required, the individual ("Applicant") will complete a card application using the enrollment option to which Company and Bank separately agree. If the agreed enrollment option allows for an Applicant to enroll by a website hosted by the Company ("Company Enrollment Site"), Company will obtain Bank's approval prior to using the Company Enrollment Site. Company will require Applicant to complete in full the enrollment process, including obtaining (a) Applicant's acknowledgement of the CIP Customer Notice and (b) all identifying information required by Bank including without limitation Applicant's name, date of birth, social security number, and physical residential address (collectively, "Applicant Identifying Information"). Irrespective of the enrollment option used, Company will promptly provide to Bank, as Bank requests (and in such

format and through such electronic, magnetic, or other means or media as Bank may specify from time to time): the signed Application Form (if applicable), any Applicant Identifying Information provided to Company by Applicant Applicant's personalization information, and any other information Bank requests in connection with the issuance of a Card. Bank reserves the right to not issue a Card to an Applicant or revoke any Card it has issued.

4. **Delivery of Cards.** When Company orders a Card with a stated value for delivery to Company, Company is responsible for safeguarding the Card until delivery to the intended recipient and for any delivery problems or delays caused by providing Bank with an incorrect or incomplete shipping address.
5. **Funding of Cards.** Each Card Bank issues will be funded either by (a) Company depositing funds into Company's Account via transfers through an automated clearing house ("ACH") file or (b) Bank debiting Company's Account. If the collected and available balance in Company's Account is insufficient to cover the full amount of Company's order for individual non reloadable Cards, Company's entire order will be rejected. Company has the right to deduct funds from the funds accessible through a Card in order to correct a previous error or overpayment to a Cardholder or for other reasons in accordance with applicable law. Subject to this right, Company acknowledges and agrees all funds transferred to a Card are owned by the Cardholder. Company will not charge Applicants and Cardholders a fee for requesting or receiving a Card, and will not charge Cardholders a fee for loading funds to the Card.
6. **Customer Service.** Bank will provide customer service to Cardholders as detailed in the Prepaid Card Solutions Terms and Conditions ("Terms and Conditions").
7. **Unclaimed Property.** Bank will be responsible for handling issues relating to unclaimed property, including inactivity of Cards and funds on Cards.
8. **Limitation on Number of Cards.** Company will make available to each Cardholder no more than one active, reloadable Card.
9. **Company's Cooperation with Bank.**
  - 9.1. Company will cooperate fully with Bank in furnishing any information or performing any action reasonably requested by Bank that is needed by Bank to perform Bank's obligations under this Service Description or to comply with applicable laws and regulations. Company will furnish Bank with true, accurate, and complete copies of such records and all other information with respect to the Service as Bank or its authorized representative except to the extent prohibited by applicable law.
  - 9.2. Company will allow Bank and/or representatives of any supervisory or regulatory agency having jurisdiction over Bank, including, without limitation, the Office of the Comptroller of the Currency and the Consumer Financial Protection Bureau, upon reasonable notice to Company, to review Company's records in order to confirm that the requirements contained in this Service Description have been satisfied.
  - 9.3. Without Bank's prior written consent, Company will make no changes to the Enrollment Form (that is, any paper form designed by Bank and provided by Bank to the Company to be used in the application process), Company Enrollment Site, the Card Packets and their contents or any other materials Bank provides to Company, Cardholders, or both in connection with the Service.

- 9.4.** Company will permit Bank at least twice annually to examine its Company Enrollment Site (if any) to ensure that no changes have been made to the Company Enrollment Site without Bank's consent.
- 9.5.** Company will not use Bank's name, logo, and likeness, including that of the Card, in any advertisements, promotional materials, and activities created or sponsored for the purpose of communicating or marketing Company's products or services by Company, except as pre-approved, in writing, by Bank.
- 9.6.** Company will not emboss advertising or promotional language, political statements, telephone numbers, provocative materials, branded products or copyrighted materials on the Cards.
- 9.7.** Company will not disclose to Cardholder routing and/or card funding account number.
- 9.8.** Company will not resell pre-denominated Cards or offer the Service to other companies.
- 10. State Laws and Regulations.** When using the Service, Company will comply with all applicable laws and regulations, including but not limited to, any state labor code or other law or regulation (a) governing wages, salaries, or other compensation; (b) prohibiting discount in wages or laws relating to fee restrictions and (c) imposing fee restrictions (collectively, "Employment Laws"). If Company uses a Card to pay wages, salaries, or other compensation to a Card User, Bank makes no representation or warranty as to whether the Service will allow Company to satisfy any requirement to which Company has made its own independent investigation and received advice from its own legal counsel regarding compliance with Employment Laws. Company is not relying on any information provided by Bank regarding any such Employment Laws. If convenience checks are provided to Cardholders as part of the Service, Company agrees the convenience checks are an additional channel for Cardholders to access their funds and are not a substitute for paper paychecks. Company agrees that, from time to time, Bank may restrict the issuance of Cards in certain states.
- 11. Termination.** In addition to Bank's rights to terminate Company's use of the Service under the Master Agreement, Bank may terminate Company's use of the Service if, in Bank's sole determination, (a) there exist excessive levels of fraud, regulatory and/or reputational risk arising out of Company's use of the Service, (b) Company has violated this Service Description, or (c) Bank has reason to believe Company is not using the Service in the manner agreed upon or Bank suspects Company of misuse of the service in any manner.
- 12. Indemnification.** Company will indemnify, defend, and hold harmless Bank, its respective affiliates, employees, representatives, successors, and permitted assigns from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs, and liabilities, including, without limitation, reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), to the extent such Damages arise out of or relate to Company's use of the Service as a means of compensating or reimbursing its employees or other payees or Company's failure to comply with this Service Description.
- 13. Survival.** Sections 3, 10, and 12 will survive termination of the Service.

# Wells Fargo Bank, N.A.

## Safekeeping Agency Agreement



This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Wells Fargo Bank, N.A. ("Wells Fargo"), and \_\_\_\_\_ (the "Customer") in regard to the safekeeping of certain securities.

Customer wishes to appoint a safekeeping agent to hold certain securities of the Customer pursuant to the direction of the Customer in connection with certain investment account services provided by Wells Fargo Securities, an affiliate of Wells Fargo. Therefore, with respect to each account or accounts opened at Wells Fargo for this purpose on behalf of the Customer, the parties hereto agree as follows:

1. Appointment and Acceptance. Customer hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as safekeeping agent ("Safekeeping Agent") of certain securities of the Customer (the "Account"). The Account shall consist of those assets that the Customer notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Safekeeping Agent for the purposes, to the extent, in the manner, and within the limitations set forth in this Agreement. All Account(s) opened for the Customer at Wells Fargo shall be subject to and governed by this Agreement.
2. Services of Safekeeping Agent. Wells Fargo shall:
  - 2.1 Open and maintain a safekeeping account in the name of the Customer and hold in such account all cash and securities initially deposited plus any additional cash and securities that may be received from Customer or pursuant to the direction of the Customer from time to time for deposit to the Account.
  - 2.2 Act upon written direction from the Customer or from investment managers or other agents duly appointed in writing by the Customer.
  - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Customer or duly appointed agent.
  - 2.4 Be responsible for the collection of all investment income relating to the assets in the Account and provide for the daily investment thereof.
  - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.
  - 2.6 Provide for the investment of cash balances in money market mutual funds, through an automated sweep or manual transaction, as authorized and directed by the Customer or duly appointed agent in the Addendum – Money Market Mutual Funds – Investment Direction and Acknowledgment ("Addendum") attached hereto.
  - 2.7 Deliver cash or securities as the Customer or duly appointed agent may direct.
  - 2.8 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Customer or duly appointed agent. Wells Fargo shall have no responsibility to vote proxies or exercise any rights incident to ownership of the securities held in the Account.

- 2.9 Receive and hold directly, by nominee or through third party depositories for the account of Customer subject to this Agreement, securities that are delivered to it for the account of Customer, making payment therefore, if required, in accordance with Customer's written instructions.
- 2.10 Provide to Customer a summary of Account activity, including any security transactions effected by Wells Fargo, and a summary of settled security positions held in safekeeping on a monthly basis or, to the extent no transactions occur in the Account, on a quarterly basis.
- 2.11 Use its best efforts to identify and timely process bond calls and corporate reorganizations reported by the Federal Reserve and the Depository Trust Company relating to securities it is holding for Customer. Safekeeping Agent may amend its list of sources of bond call and reorganization information upon thirty (30) days prior written notice to Customer. Safekeeping Agent shall not be responsible in any manner whatsoever, and shall not have any liability to Customer whatsoever, for any losses incurred by Customer in connection with bond calls or corporate reorganizations if notices are published in other sources. Safekeeping Agent will process bond calls and corporate reorganizations within a reasonable time after receipt of written notice provided to Safekeeping Agent.
3. Powers of the Safekeeping Agent. The Safekeeping Agent is authorized and empowered to:
- 3.1 Hold assets in the name of the nominee selected by the Safekeeping Agent or such other nominee name as the Customer or its agent may direct in writing.
- 3.2 Employ agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
- 3.3 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the safekeeping duties and powers.
- 3.4 Hold assets in shares of a registered investment company (mutual fund), which may be a mutual fund with respect to which Wells Fargo or its affiliates provide investment advisory or other services and receive compensation therefore, as disclosed in the prospectus and/or the Addendum attached hereto.
4. Shareholder Communications Disclosure. Pursuant to the Securities and Exchange Commission's Beneficial Owner Information Disclosure Rule #14b-2 ("Rule"), the Customer authorizes Wells Fargo to provide the Customer's name, address and share position to any issuers of securities held by Wells Fargo in its nominee name for the benefit of the Customer. It is understood that the Rule prohibits the requesting issuer from using Customer's name and address for any purpose other than corporate communications.
5. Securities Advices. Customer understands and acknowledges its right to receive notification of details on each security transaction Wells Fargo effects on its behalf under Federal Regulations 12 CFR §§ 12.4 and 12.5. Customer waives this right, with the understanding that details of securities trades will be reflected in the standard summary of account activity provided periodically to the Customer.
6. Safekeeping Agent's Protection. Customer agrees to reimburse, indemnify and hold Wells Fargo harmless from and against any and all liability, loss, claim, damage or expense, including taxes, other

governmental charges, and reasonable legal fees which may be imposed, assessed or incurred against the Account or against Wells Fargo by reason of its acting as safekeeping agent and following directions as contemplated by this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the alleged negligence, malfeasance or violation of applicable law or regulation or fraud or alleged fraud on the part of Wells Fargo, its officers, agents or employees. Wells Fargo, its affiliates, and their officers, directors, employees or agents shall not be liable to Customer for any actions or failures to act or for any errors of judgments made in good faith.

7. Fees. Wells Fargo shall be paid reasonable compensation and fees for its services under this Agreement in accordance with its current fee schedule that has been provided to Customer. These fees are subject to change on thirty (30) days prior written notice. Such compensation and fees may be paid from the Account if not paid by the Customer within thirty (30) days after Wells Fargo mails a written invoice to the Customer.
8. No SIPC Insurance. Customer understands that the Securities Investor Protection Corporation (SIPC) does not insure securities held in the safekeeping Account that are subject to this Agreement.
9. Amendment and Termination. Wells Fargo may amend this Agreement at any time in any respect upon notice to Customer. The Agreement may be terminated at any time by either Wells Fargo or Customer upon thirty (30) days written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, Wells Fargo shall deliver the assets of the Account to the Customer or successor safekeeping agent appointed by the Customer and shall have no further responsibilities for the assets in the Account.
10. Authorized Persons. The Customer shall furnish to Wells Fargo a written certification of the names and specimen signatures of individuals authorized to communicate with Wells Fargo on behalf of the Customer. Wells Fargo shall be entitled to rely on the oral direction as confirmed in writing or written direction of such persons.
11. Notices. Notice to Wells Fargo shall be directed as follows:

Wells Fargo Bank, N.A.  
Institutional Trust - Risk Management  
Northstar East – 5<sup>th</sup> Floor, MAC# N9303-054  
608 Second Avenue South  
Minneapolis, MN 55479  
Fax: (612) 667-6321

Notice to Customer shall be directed and mailed to the address on record for their account.

12. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
13. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.
14. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.

15. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Minnesota.
16. Successors and Assigns. This Agreement shall bind the successors and assigns of Trustee and shall bind the successors and assigns of Wells Fargo.
17. Entire Agreement. This agreement shall constitute the entire Agreement between the parties and shall supersede any and all prior oral or written representations, conditions, warranties, understanding, proposals, or agreements between the parties regarding the services to be provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.


**Company name:** \_\_\_\_\_

**By** \_\_\_\_\_ (signature)

**Title** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Safekeeping Agent:** WELLS FARGO BANK, N.A.

**By:**  \_\_\_\_\_

**Title:** Assistant Vice President

**Print name:** Sean O'Farrell

For Internal Use Only

AFTER COMPLETING, PLEASE RETURN ALL PAGES OF THIS AGREEMENT



**SAFEKEEPING AGENCY AGREEMENT  
ADDENDUM TO SAFEKEEPING AGENCY AGREEMENT  
MONEY MARKET MUTUAL FUNDS  
INVESTMENT DIRECTION AND ACKNOWLEDGEMENT**

**WELLS  
FARGO**

Wells Fargo Bank, N.A. (“Wells Fargo”), as Safekeeping Agent, provides for the investment of cash balances through an automated daily sweep or through individual transactions as directed by an authorized representative of the Account. To facilitate this service, Wells Fargo has agreements with selected mutual fund companies, who make their money market mutual funds available for Wells Fargo safekeeping accounts.

Automated Cash Investment Direction.

As authorized representative of the Account, you, the Customer may direct Wells Fargo to systematically invest cash held in the Account, awaiting permanent investment or distribution, in money market mutual fund(s) as evidenced by your investment account application executed with Wells Fargo Securities (“WFS”), an affiliate of Wells Fargo. Wells Fargo shall continue to automatically invest cash in this designated fund(s) until it receives direction from an authorized representative of the Account to invest cash in another investment vehicle.

Non-Automated Cash Investments.

In addition to automated cash investment, it is acknowledged that an authorized representative of the Account can direct Wells Fargo to invest available cash positions into one or more of the money market mutual funds made available by Wells Fargo, including the same fund used for the automated cash investment. Individual cash investment directions shall be provided to Wells Fargo in writing or electronically or directed through a representative of WFS, who will perform the directed transaction on behalf of the authorized representative of the Account.

Disclosure of Money Market Mutual Fund Service Fees.

For non-Wells Fargo money market mutual funds, Wells Fargo and/or its affiliate may receive fees from the fund for providing certain shareholder and administrative services. The amount of these fees may differ depending on the fund but will not exceed .25 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo representative.

For Wells Fargo Advantage money market mutual funds, fees payable to Wells Fargo or its affiliates by the Wells Fargo Advantage Funds are described in the Organization and Management of the Funds and Summary of Expenses sections of the applicable Fund’s prospectus, and in the Management section of the Statement of Additional Information. Wells Fargo receives no additional fees from its money market mutual funds with regard to its safekeeping accounts. The Statement of Additional Information, which the applicable prospectus incorporates, is available upon request by calling Wells Fargo Funds Investor Services at 1-800-222-8222.

In addition to the money market mutual fund fees received by Wells Fargo for the services it provides as Safekeeping Agent, WFS may receive fees for the services it performs as broker with regard to the purchase of non-Wells Fargo money market mutual funds by the Customer. The amount of these fees may differ depending on the fund but will not exceed .10 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo or WFS representative.

All fees paid to Wells Fargo or WFS are a part of the fees already paid by the applicable funds’ shareholders as disclosed in the applicable prospectuses and do not represent an additional expense for investing in the funds. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Safekeeping Agency Agreement.



## GOVERNMENTAL CLIENT AGREEMENT FOR «Legal\_Name»

### Section A:

#### GOVERNMENTAL CLIENT CERTIFICATION

In connection with the opening of one or more accounts (the "Account[s]") by «Legal\_Name» (the "Accountholder") with **Wells Fargo Securities, LLC** ("WFS"), the undersigned hereby certifies to WFS as follows:

- Any one of the following officers (the "Authorized Officers") of the Accountholder:

Name	Title
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Name	Title
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Name	Title
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Name	Title
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or his/her successor in office, is authorized to act on behalf of the Accountholder, to enter into transactions on behalf of the Accountholder and to execute documents on behalf of the Accountholder in connection with the Account(s), and WFS shall have no responsibility to inquire into the authority of the Accountholder or the Authorized Officers to so act, or to so enter into such transactions, including without limitation whether or not the Accountholder is authorized by state or local or any other applicable law to enter into such transactions, or to so execute such documents and WFS shall incur no liability to the Accountholder or otherwise in connection therewith. Any transactions entered into between WFS and an Authorized Officer on behalf of the Accountholder shall be deemed to be a certification by the Authorized Officer that the Accountholder is authorized by state or local and any other applicable law to enter into such transactions and that the Authorized Officer is authorized to enter into such transactions on behalf of the Accountholder.

- WFS shall be authorized to rely on the oral instructions given by any person who WFS believes in good faith is an Authorized Officer or by any person who WFS believes in good faith has been authorized to so act by an Authorized Officer.
- The undersigned is authorized to execute this Certification on behalf of the Accountholder and WFS is authorized to rely on this Certification until written notice of the revocation thereof shall be received by WFS at:

**Wells Fargo Securities, LLC**  
**MAC N9303-050**  
**608 2nd Ave S**  
**5th Floor**  
**Minneapolis, MN 55402-1916**

## Section B:

The following types of securities may be purchased, sold, assigned, delivered and otherwise transferred to or from the Client account:

### Permissible Investments

Treasury Bills

Treasury Notes

Treasury Bonds

Notes, Bills and Bonds issued by:

- SBA
- GNMA
- VA
- FHA
- U.S. Agency Bills
- U.S. Agency Discount Notes
- U.S. Agency Notes

U.S. Agency Bonds, i.e.:

- FHLB
- Financing Corp. (FICO)
- Fed. Farm Credit Bank
- FNMA
- Freddie Mac
- SLMA
- Financial Assistance Corp.
- Farmer Mac

Money Market Mutual Funds

Repurchase Agreements (but not reverse repurchase agreements) collateralized by the above referenced securities

Prime Commercial Paper - issued by major U.S. Corporations, guaranteed by an irrevocable letter of credit, and rated A-1 by S&P or Prime-1 by Moody's at the time of issue.

**NOTE: No transactions should be executed where the above instrument's maturity is more than seven years from the time of the transaction.**

## Acknowledgement:

**I hereby acknowledge that I have received, read and understand the terms set forth in the Client Agreement and agree to such terms, including the binding pre-dispute arbitration clause contained in Paragraph 16. It is understood and agreed that the terms "I," "my," "you" and "your" as used in this Document refer to all account(s).**

IN WITNESS WHEREOF, I have duly executed this Certification, under seal, on behalf of the Accountholder, with full authority to do so, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Accepted and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by

Signature: \_\_\_\_\_

Name (*Print*): \_\_\_\_\_

Title (*Print*): \_\_\_\_\_

Attested: \_\_\_\_\_

Signature of Certifying Official

(SEAL)

In consideration of **Wells Fargo Securities, LLC** ("WFS," "We," "Our," "Us") accepting this account and agreeing to act as broker or dealer for «**Legal\_Name**» ("Client," "You," "Your"), it is agreed as follows:

## GENERAL REPRESENTATIONS AND WARRANTIES

Client represents and warrants that it is a municipality, public instrumentality or agency thereof, or other public entity that is authorized under applicable law to engage in the activities and make the investments contemplated by this Agreement. Client further represents and warrants that the individuals identified in the trading authorization in Section A attached hereto are duly authorized to act on behalf of the Client to establish and maintain and direct transactions in one or more accounts with WFS, and each is an "appropriate person" or a person who has authority to act on behalf of an "appropriate person" as provided for in Article 8 of the Uniform Commercial Code or similar state version thereof, for the purpose of (a) buying and selling including selling short, (b) agreeing to buy and sell by entering into agreements and commitments (including repurchase agreements), (c) borrowing and lending, and (d) agreeing to borrow and lend by entering into agreements and commitments to borrow and lend money, financial instruments and securities of the type identified in Section B attached hereto.

## GENERAL TERMS

1. All transactions that may have been consummated and actions that may have been taken in any accounts maintained with WFS prior to the date as of which the representations referred to above are effective and are hereby ratified and confirmed in all respects. *Unless we receive written notice otherwise, Your receipt of a confirmation relating to the initial securities or related order executed by Us following the execution of this Agreement shall represent Your assent to be bound by the terms and conditions of this Agreement.* Further, confirmations of particular transactions and statements for Client accounts shall be binding upon the Client if the Client does not object, in writing, to the terms of the transaction as set forth in the confirmation or statement within three (3) days after receipt by the Client. The Client shall be deemed to have received such confirmations and statements on the second business day after WFS mails such confirmation or statement. Without limitation to the foregoing, WFS reserves the right to correct any error on any confirmation or statement at any time.
2. You agree that We will not send You confirmations for transactions in money market mutual funds and that all money market mutual fund transactions (including purchases, redemptions, dividends and dividend reinvestments) will appear on Your periodic account statements.
3. WFS may deal with any or all of the individuals identified in the relevant sections of Section A as though it were dealing with the Client directly.
4. All instructions given will be within Your legal powers subject to Section B, including any limitations under state law. WFS reserves the right to request from You any written investment objectives or policies to be supplied by You. We are not obligated to execute any transaction in any security that is not identified in Section B unless You have provided to Us written notice identifying the types of securities to be added to those identified in Section B.
5. In the event of any change in the identity or powers of persons identified in Section A to act on Your behalf, You or Your designee shall notify Us in writing, which when received, shall be adequate to terminate the authorization of the person or persons previously authorized, and to authorize the person or persons thereby substituted.
6. All transactions are for Your account and at Your risk, and are subject to the laws and regulations as well as the custom and usage of the marketplace where effected.
7. You agree that WFS, in its discretion, can decline to accept orders for Your account, or may request additional information with respect to such orders prior to the execution thereof. We shall not be liable to You in the event that We decline to accept an order for Your account.
8. We may make services available from time to time that allow You to use the internet, telephone or other electronic means to receive required account documents, standard and customized account reports, market information and data, and other information. These services may also allow You to enter orders for the purchase and sale of securities for Your account. You agree to use the services in accordance with the general terms and conditions of the *Commercial Electronic Office® (CEO®)* Online Access Agreement, the Terms of Use for CEO, and as set forth in all applications, agreements, instruments, rules, standards, policies, instructions and other documents and forms required to use CEO. You agree that We may terminate Your access to the CEO at any time and without notice to You if You do not comply with the CEO Access Agreement, Terms of Use for CEO, or any other requirements in effect from time to time. You also agree that We may terminate Your access to the CEO if You, in Our sole discretion, determine that You have abused or misused the services in any way.

9. In the event that You execute securities purchase or sale transactions through a third-party broker-dealer and request that We settle or clear such transactions on Your behalf, You agree to provide Us with all trade related information immediately upon execution of the transaction. You further agree that We may decline to settle or clear any trade in the event that sufficient funds or securities are not held in Your account. You also agree that We shall be under no obligation to loan securities or funds in connection with trades executed by You through third-party broker-dealers.
10. You understand that unless You have designated another broker, bank or trust company to safe keep or carry Your securities, Your securities account will be carried by, and Your securities will be held in safekeeping by, Wells Fargo Securities, LLC ("WFS"), a member of the NYSE, FINRA and the Securities Investor Protection Corporation (SIPC). You understand that SIPC covers Your securities held in safekeeping with WFS. As such, in the event of the insolvency or liquidation of WFS, customers are protected by SIPC against the loss of securities, up to a maximum of \$500,000 per customer, including a maximum of \$100,000 for cash claims. You understand that SIPC does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. The protection described above does not apply to securities held in safekeeping by a bank or trust company. You understand that You may obtain additional information about SIPC insurance, including the SIPC brochure, by calling SIPC at 202-371-8300 or visiting the SIPC website at [www.sipc.org](http://www.sipc.org).
11. You appoint WFS as Your agent for the purpose of carrying out Your directions with respect to the purchase and the sale of securities or other property identified in Section B or identified in Your written notice to Us. To carry out the duties herein, We are authorized to open and close brokerage accounts, place and withdraw orders, and take other steps as We may deem necessary or appropriate to settle transactions for Your account.
- 12. WFS is not a bank and is a separate corporate entity from its affiliated banks. Unless otherwise stated, the securities or other property sold, offered or recommended by WFS are not deposits, are not insured by the Federal Deposit Insurance Corporation, are not guaranteed by a bank affiliated with WFS, and are not otherwise an obligation or responsibility of any affiliated bank, and may involve investment risk and possible loss of principal. The obligations and commitments of WFS are not those of any affiliated bank and such bank is not responsible for securities sold or purchased by WFS.** From time to time, a bank or a thrift affiliated with WFS may lend money to an issuer of securities underwritten or privately placed by WFS. The prospectus or other offering documents provided in connection with the underwriting or private placement will disclose to the extent required by applicable securities laws (i) the existence of any material lending relationship by an affiliate of WFS with such issuer and (ii) whether the proceeds of an issuance of such securities will be used by the issuer to repay any outstanding indebtedness to any WFS affiliate.
13. You understand and agree that WFS may tape record any of Your telephone conversations with WFS.
14. The automated computer systems of WFS and its trading procedures for equity securities enable WFS, in those situations where You have not directed WFS otherwise, to route Your securities orders to market centers, including dealers, that, based on Our experience, are capable of providing Your securities orders best execution taking into account factors, such as, but not limited to, price, speed of execution, and the size of Your securities orders. Whenever possible, We route securities orders to dealers or market centers that provide executions that are better than the nationally displayed best bid and offer. We receive payment per share (or in some cases reciprocal order flow consideration) from dealers and credits against exchange fees in return for certain securities orders that we route or direct.
15. This Agreement will be governed by the laws of the State of New York, unless the applicable law of the state in which You are a municipality, public instrumentality or agency thereof, or other public entity requires otherwise, and in such case its laws shall apply. All transactions for Your account are subject to all applicable federal, state, governmental agency, self-regulatory organization, exchange, market and clearing house laws, rules and regulations.
- 16. This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
- a. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
  - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
  - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
  - d. The arbitrators do not have to explain the reason(s) for their award.**
  - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

- f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- g. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

**We agree that any claim, dispute or controversy arising out of or relating directly or indirectly to (a) our relationship with WFS (b) this Agreement or any other agreement we have entered into with WFS or any alleged breach of any such agreement (c) any investment by us under this Agreement or under any other agreement entered into with WFS or any investment by us made with, by or through WFS or (d) any transaction of any kind executed by, through or with WFS, its officers, directors, agents, employees or affiliates shall be settled by arbitration pursuant to the Federal Arbitration Act and in accordance with the rules, then in effect, of FINRA. Notice preliminary to, in conjunction with or incident to arbitration may be sent to us by mail and personal service is hereby waived.**

**Judgment upon any award rendered by the arbitrators may be entered in any Court having jurisdiction and each party agrees to submit itself and its personal representatives to the jurisdiction of that court.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action, until:**

- a. **the class certification is denied**
- b. **the class is decertified or**
- c. **the customer is excluded from the class by the court.**

**Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

- 17. WFS shall not be liable for any loss or delay caused directly or indirectly by war, natural disaster, government restrictions, exchange or market rulings, suspension of trading, strikes, mail delays, equipment failures, telecommunications or computer hardware or software failures not attributable to Our willful misconduct or negligence, or other conditions that are beyond the control of WFS.
- 18. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or organization, such invalidity or unenforceability shall attach only to the provision or condition found invalid or unenforceable. The validity of the remaining provisions or conditions shall not be affected thereby and this Agreement shall be carried out as if the invalid or unenforceable provision(s) or condition(s) were not contained herein. **We may amend this Agreement at any time in any respect, effective upon notice to You.** You may not amend this Agreement, and no provision or condition of this Agreement may be waived, altered or modified except in a writing executed by an authorized official of WFS or an amendment by Us pursuant to the foregoing sentence. This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns. We may assign certain or all duties hereunder to affiliates after determining that such affiliates have the authority and the capability of carrying out the obligations with respect to Your account.
- 19. Unless and until WFS receives notice of any change in Your mailing address or telephone number, WFS may send You notices regarding Your account(s) to the last address shown on Our account records.

Please address any correspondence regarding documentation to:

**Wells Fargo Securities, LLC  
MAC N9303-050  
608 2nd Ave S  
5th Floor  
Minneapolis, MN 55402-1916**

*Important information about opening an Account with Wells Fargo Securities, LLC:*

To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires financial institutions to obtain, verify and record information that identifies all parties defined as a “customer” as well as, in certain cases, individuals or entities that have control over or are associated with an account.

What this means for You: At account opening, Wells Fargo Securities, LLC will collect, verify and record certain identifying information. If You are opening an account for an institution, We will ask for its name, address, taxpayer identification number, affiliations and ownership. We may ask to see certified articles of incorporation or other identifying documents for the entity. Additionally, We may request identifying information for the individuals or entities that have control over or are associated with an account.

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WELLS  
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EXHIBIT 3

15-0659