



January 14, 2025

Yellowstone County
217 N 27th St.
Billings MT 59101

Re: Contact for Treasury Management Services and Pricing

Dear Yellowstone County:

We are pleased to offer Yellowstone County (“you”) a contract for banking and treasury management services at the proposed pricing described on the Wells Fargo Treasury Management Proposal, Pricing as of **January 1, 2025**, which is attached hereto as Exhibit 1, for a term of 23 months, effective as of January 1, 2025, through December 1, 2026.

Additional fees will apply to new deposit and treasury management services not described on Exhibit 1. We will provide information regarding those fees in connection with the implementation of any such additional services. We reserve the right to modify pricing to reflect the impact of any changes in law, regulations or interpretations thereof. We also reserve the right to change our pricing methodology, including element IDs for a particular service, so long as the change does not increase the total price of such service to you (unless permitted under the immediately preceding sentence).

This letter agreement along with the Master Agreement for Treasury Management Service, attached hereto as Exhibit 2, will constitute the contract governing our deposit and treasury management services relationship. The Service Documentation, including the Service Descriptions for the treasury management services you are enrolled in are posted at our Vantage portal.

If you agree, please sign, date, and return this agreement below. Thank you for your business and continued partnership with Wells Fargo Bank. Please feel free to call me with any questions.

Sincerely,

Matthew Everett
Lead Commercial Relationship Manager
Vice President, Government Banking Division

Acknowledged and Agreed:
Yellowstone County

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1



Treasury Management Proposal

Yellowstone County2025

Pricing as of January 2025

WF Code	Service Description	Price	Monthly Volume	Activity Charges
ACH Fraud Filter				
34333	ACH FRAUD FILTER REVIEW MO BASE	5.00000	8	40.00
34335	ACH FRAUD FILTER REVIEW - ITEM	1.00000	4	4.00
	Subtotal			44.00
ACH Origination				
ES280	ACH MONTHLY BASE	20.00000	13	260.00
ES805	ACH COID DELETE EXEMPT SURCHARGE	0.00000	1	0.00
ES211	ACH FUTURE DATED ITEM	0.05000	4,664	233.20
ES216	ACH SAME DAY	0.00000	2	0.00
ES206	ACH ORIGINATED - ADDENDA REC	0.01000	3	0.03
06505	ACH RETURN ADMIN -ELECTRONIC	0.50000	5	2.50
06504	ACH RETURN ADMIN -MANUAL	0.00000	2	0.00
06502	ACH RETURN ITEM-ELECTRONIC	0.50000	1	0.50
06503	ACH RETURN ITEM-MANUAL	0.00000	1	0.00
06507	ACH RETURN UNAUTHORIZED -ELECTRONIC	0.50000	0	0.00
06506	ACH RETURN UNAUTHORIZED -MANUAL	0.00000	0	0.00
ES803	ONLINE PAYMENTS BATCH RELEASE	20.00000	12	240.00
ES801	ACH TRANSMISSION CHARGE	4.00000	51	204.00
ES237	ACH FAX SERVICE	7.00000	6	42.00
ES235	ACH MAIL SERVICE	0.00000	0	0.00
ES346	ACH EXCEPTION PROCESS-DUPPLICAT FILE	0.00000	0	0.00
34377	ONLINE PAYMENTS BASE FEE	30.00000	4	120.00
ACH1D	ONLINE PAYMENTS NEXT DAY ITEM	0.05000	1,185	59.25
ES342	ACH CUSTOMER REPORTS	0.00000	0	0.00
ES339	ACH SPECIAL INVESTIGATION	0.00000	1	0.00
06525	ACH NOC - ELECTRONIC	0.50000	8	4.00
34330	ACH SUBSCRIPTION PER CO ID	11.50000	18	207.00
06190	ACH REJECT ITEM	6.50000	0	0.00
06511	ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000	0	0.00
ACHYD	ONLINE PAYMENTS SAME DAY ITEM	1.50000	0	0.00
ES806	SDD ACH REPORTING	25.00000	3	75.00
ES361	ACH REVERSAL - ITEM	35.00000	4	140.00
	Subtotal			1,587.48
ACH Receive				
ES349	ACH RECEIVED ADDENDA	0.00000	269	0.00
ES344	ACH RECEIVED ITEM	0.05000	617	30.85
	Subtotal			30.85
Account Reconciliation				
34337	ONLINE CHECK ISSUES-ITEM	0.08000	111	8.88
12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000	6,143	61.43
12377	ARP FULL RECON-ITEM	Minimum	2,934	75.00
12060	ARP MONTHLY BASE - FULL	25.00000	1	25.00
12061	ARP MONTHLY BASE - PARTIAL	15.00000	1	15.00
12604	ARP OPTIONAL REPORTS	1.00000	93	93.00
12430	ARP OUTPUT - TRANSMISSION	1.00000	22	22.00
12609	ARP PAPER STATEMENT/REPORT DELIVERY	0.00000	27	0.00
12684	ARP PAPER STMT/REPORT MONTHLY BASE	35.00000	2	70.00
12602	ARP STATEMENT - FREQUENT CYCLE	10.00000	25	250.00

12707	DEPOSIT LOCATION REPORTING - ITEM	0.05000	411	20.55
34350	ONLINE ARP STMT & RPTS MONTHLY BASE	0.00000	2	0.00
12694	OUTGOING TRANSMISSION - PER ITEM	0.01000	2,775	27.75
	Subtotal			668.61
Branch Services				
CK101	CASHIER'S CHECK	0.00000	0	0.00
08172	ADJ FOR CASH DEPOSITED IN WF BRANCH	20.00000	1	20.00
CK161	CASH DEPOSITED IN WF BRANCH	0.00600	42,406	254.44
CK197	CASH ORDER FEE IN A WF BRANCH	15.00000	5	75.00
CK131	ROLLED COIN FURNISHED BY WF BRANCH	0.80000	2	1.60
CK141	CURRENCY FURNISHED BY WF BRANCH	0.00600	1,900	11.40
22810	WF CHK CASHED FOR NONACCT HOLDER	10.00000	17	170.00
08052	BRANCH DEPOSIT	6.00000	9	54.00
	Subtotal			586.44
Desktop Deposit Electronic Dep Serv				
15017	DESKTOP DEPOSIT MONTHLY BASE	25.00000	1	25.00
	Subtotal			25.00
E-BOX Service				
ED515	E-BOX PAYMENT RETURN	0.15000	2	0.30
ED500	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
ED524	E-BOX REVERSAL REPORTING MTHLY BASE	25.00000	1	25.00
	Subtotal			125.30
E-Bill Express				
28357	E-BILL EXPRESS PROF MONTHLY BASE	380.00000	1	380.00
28364	E-BILL EXPRESS-AR FILE VIA SAFE	125.00000	1	125.00
28377	EBILLEXPRESS-PER BILL RECORD LOADED	0.20000	150	30.00
28361	E-BILL EXPRESS PAYMENT	0.50000	301	150.50
28365	E-BILL EXPRESS-BILL FILE VIA SAFE	15.00000	29	435.00
	Subtotal			1,120.50
EDI Reporting				
34242	ONLINE EDI PMT DETAIL - ITEM	0.20000	0	0.00
34240	ONLINE EDI PMT DETAIL SUBSC MO BASE	50.00000	1	50.00
	Subtotal			50.00
Gen Acct Services Recoupment				
IAMTH	RECOUPMENT MONTHLY	0.12750	5,635	718.46
24250	OVERDRAFT CHARGE-PAID ITEM	0.00000	0	0.00
CK001	ACCOUNT MAINTENANCE W/ CHK RETURN	15.00000	2	30.00
22051	ACCT MAINTENANCE	10.00000	6	60.00
CK021	DEBITS POSTED	0.08000	371	29.68
CK018	ELECTRONIC CREDITS POSTED	0.08000	676	54.08
CK049	DDA STATEMENT - PAPER	5.00000	1	5.00
08026	CHECK DEPOSIT ADJUSTMENT	0.00000	2	0.00
22060	DDA STMT W/IMAGE PREMIUM-MTHLY BASE	25.00000	0	0.00
	Subtotal			178.76
General Disbursement Services				
DS501	DDA SERIAL SORT MONTHLY BASE	30.00000	1	30.00
MD091	PYMT AUTH MAX CHECK MTHLY BASE	10.00000	2	20.00
12670	STOP PAYMENT - ONLINE	5.00000	4	20.00
22068	CHECKS RETURNED W/STATEMENT-ITEM	0.05000	2,763	138.15
22202	DDA CHECKS PAID	0.10000	3,099	309.90
12677	MICR CHECK REJECTS >1% THROUGH 2%	0.80000	0	0.00
22225	CHECK CASHING THRESHOLD MO BASE	10.00000	1	10.00
22245	CHECKS PAY TO INDIV BLOCK MO BASE	10.00000	1	10.00
22235	OTC DEBIT BLOCK MONTHLY BASE	10.00000	1	10.00
	Subtotal			548.05

Global Check Clearing				
IL152	DEPOSITED CHECK ON CANADIAN BANK	0.00000	0	0.00
	Subtotal			0.00
Image Delivery				
64104	IFI MAINTENANCE PER PRODUCT	125.00000	1	125.00
64101	IFI PAID CHECKS - IMAGE	0.02000	3,728	74.56
	Subtotal			199.56
Incoming Wire Transfers				
ES030	WIRE IN TO USA ACCT-USA DOMESTIC	7.00000	14	98.00
	Subtotal			98.00
Information Reporting				
34129	Reporting Items Loaded	0.01000	4,310	43.10
34101	PLUS INFO RPTG BASE PER ACCT	10.00000	4	40.00
34118	PREMIUM INFO RPTG BASE PER ACCT	15.00000	5	75.00
	Subtotal			158.10
Paper Checks Deposited				
002	DEPOSITED CHECK	0.10000	8,120	812.00
	Subtotal			812.00
Positive Pay				
DS191	PAYEE VALIDATION STANDARD-ITEM	0.02000	2,742	54.84
34336	POSITIVE PAY EXCEPTION-ONLINE IMAGE	1.00000	16	16.00
12908	POS PAY CHECKS WITH NO ISSUE RECORD	0.20000	17	3.40
12505	POSITIVE PAY EXCEPTION CHECKS RETND	1.00000	3	3.00
12903	POSITIVE PAY EXCEPTIONS - ITEM	1.00000	23	23.00
12907	POSITIVE PAY MONTHLY BASE	20.00000	1	20.00
12682	POSITIVE PAY ONLY - ITEM	0.05000	122	6.10
12681	POSITIVE PAY ONLY MONTHLY BASE	10.00000	2	20.00
	Subtotal			146.34
Returned Items				
CK061	RETURN ITEM - CHARGEBACK	5.00000	12	60.00
CK062	RETURN ITEM RETRIEVAL-IMAGE	3.50000	27	94.50
CK075	RETURN ITEM REDEPOSITED	5.00000	11	55.00
CK064	RETURN ITEM SERVICE MTHLY BASE	0.00000	1	0.00
	Subtotal			209.50
Sweep				
34110	SWEEP ACCOUNT POSITION REPORT	40.00000	1	40.00
22087	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00000	1	0.00
22094	SWEEP STAGECOACH MUTUAL FND MO BASE	250.00000	1	250.00
	Subtotal			290.00
Wires Origination and Reporting				
ES075	WIRE TEMPLATE STORAGE BASE	0.30000	12	3.60
ES139	WIRE OUT DOMESTIC VANTAGE API	5.00000	44	220.00
ES147	WIRE OUT XBDR USD VANTAGE API	10.00000	1	10.00
34216	WIRE TEMPLATE - CEO	0.00000	47	0.00
	Subtotal			233.60
Zero Balance Account (ZBA)				
DS001	ZERO BALANCE MONTHLY BASE	10.00000	2	20.00
	Subtotal			20.00
Payment Manager Service				
28145	PAYMENT MGT WELLSONE VIRTUALCRD PMT	0.17000	21	3.57
28005	PAYMENT MGR INBOUND TRANSMISSION	30.00000	5	150.00

Subtotal **153.57**

Stagecoach Deposit Post Verify				
CK199	POST VERIFY CASH DEPOSITED	0.00400	287,761	1,151.04
22723	BRANCH DEPOSIT POST VERIFY	4.00000	66	264.00
Subtotal				1,415.04

Total Monthly Activity Charges **9,419.16**

Monthly Earnings Credit Rate (ECR) may be used to offset fees. ECR will be set to Wells Fargo's standard rate, currently 1.40% as of 1/1/2025.

This rate may be changed at any time as determined by Wells Fargo.

Disclosures

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

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

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit:

Client Analysis Statement QRG: https://wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/Client_Analysis_Stmnts_QRG.pdf

Element Glossary - PDF: https://wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/cas_elem_gloss.pdf

Element Glossary - Excel: https://wellsfargo.com/ceopub/assets/mso/PRC/client_analysis_stmnt/cas_elem_gloss.xlsx

Regarding your services**Recoupment Fees**

We may assess a Recoupment Fee (Wells Fargo code IAMTH) to partially recover insurance premiums we pay to the FDIC for deposit insurance. Fee Calculation: per one thousand dollars of monthly average ledger balance you maintain in your account multiplied by 0.12750. 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.

Overdraft Fees

We may assess a \$35 Overdraft Fee (Wells Fargo code 24250) for any item we pay into overdraft. We limit our overdraft paid fees to four per business day.

Use of Uncollected Funds Fee

We may assess Use of Uncollected Funds fee (Wells Fargo code ODACT) for each day your account has a daily negative collected account balance from uncollected funds being used. Fee Calculation: Average Daily Negative Collected Balance multiplied by Negative Collected Use of Funds Rate (Prime +3%) multiplied by Days of Month divided by 360.

Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.



This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply

email and delete this message.Thank you for your cooperation.

Master Agreement for Treasury Management Services

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

You and we agree:

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

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

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

We may suspend or terminate any Service:

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

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

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

You will:

- a. Maintain the confidentiality of the Confidential Information,

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

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

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

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

9. Vantage.

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

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

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

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

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

10. Alerts.

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

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our

fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents (“Representatives”) harmless from all losses or damages that arise out of:
- i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

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

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

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

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

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

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the

enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.

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

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

Appendix X

Applicable Branches or Subsidiaries of Bank

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