

Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

Introduction

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

Amendment

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

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

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

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

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

2. The text of Section 4 (titled “**Term and termination**”) Subsection (a) is deleted in its entirety and replaced with the following:

“ 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 45 days of the date of notice; or”

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

“Subject to the termination provisions below, the initial term of this Agreement will commence on August 1, 2022 and expire on July 31, 2027 (“Initial Term End Date”), and this Agreement may be extended for not more than two additional two-year extension terms by your and our mutual consent.”

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

“**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of the State of California, without reference to its principles of conflicts of laws (“Governing Law”).”

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

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

WELLS FARGO BANK, N.A.

City of Beaumont

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
Pricing for Specified Treasury Management Services
See Attached

Banking Services Proposal — Required Services
Estimated Monthly Activity Detail

Service Description	Unit Volume	Activity Price	Unit total
General account services:			
Account maintenance	1	10.0000	10.00
Checks Returned with Statements	7	N/A	0.00
Depository Services			
Deposits	350	3.0000	1,050.00
Checks Paid	40	0.1000	4.00
Deposited Items - On Us	60	0.0600	3.60
Deposited Items – Local Clearing	90	0.0600	5.40
Deposited Items – Other	100	0.0600	6.00
Currency Deposited ¹	\$25,000	0.0013	32.50
Returned Item Debit	10	10.0000	100.00
ACH Returned Item Debit	5	6.5000	32.50
Returned Item Reclear Fee	0	5.0000	0.00
Returned Item Special Handling	0	0.6000	0.00
Controlled Disbursement Services			
Checks Paid (on Accounts Payable) ²	40	Minimum ²	75.00
Positive Pay Package	1	15.0000	15.00
Cash Reporter/Information Reporting	1	15.0000	15.00
ACH Services			
File Input	0		0.00
Credit - Incoming	10	0.1000	1.00
Debit – Incoming	25	0.1000	2.50
Notification of Change	1	6.5000	6.50
Wire Transfer Services			
Incoming Domestic Wire	2	10.0000	20.00
Outgoing Domestic Wire	2	4.0000	8.00
Non-PC Repetitive Outgoing Domestic Wire	0	3.0000	0.00
Wire Notification (Phone)	1	15.0000	15.00
Information Reporting Services			
Basic Online A/C Maintenance	1	25.0000	25.00
Basic Online Detail Transactions	500	0.1000	50.00
Online CM ACH Maintenance (Stand Alone)	1	15.0000	15.00
ACH Upload Expense	1	N/A	0.00
	Grand total	\$	1,492.00

NOTES:

¹ Updated volume to reflect the average dollar amount of cash and coin deposited monthly.

² There is a minimum fee for our ARP Full Reconciliation Per Item charge. The per item charge is .12 if the minimum is exceeded.

Please reference the attached Wells Fargo Treasury Management Pro Forma to see the full detailed proposed pricing. Please see the conversion allowance in the RFP response that can be used to offset monthly fees and setup costs.

Banking Services Proposal — Required Services
ADDITIONAL Standard Monthly Activity Detail

The below activity detail reflects *additional* charges and volumes anticipated based on our understanding of the City's requirements and the services in the RFP. We have used data from the Q & A responses, the analysis statements provided, as well as the services requested in the RFP scope. Please reference the attached Wells Fargo Treasury Management Pro Forma to see the full detailed proposed pricing which includes all volumes provided as well as the below volumes added. Please see the conversion allowance in the RFP response that can be used to offset monthly fees and setup costs.

Service Description	Unit Volume	Activity Price	Unit total
<u>General Account Services:</u>			
RECOUPMENT MONTHLY	17,000	0.1275	2,167.50
<u>Account Reconciliation:</u>			
ARP OPTIONAL REPORTS	42	5.00000	210.00
ARP OUTPUT - TRANSMISSION	21	2.00000	42.00
PAYEE VALIDATION STANDARD-ITEM	40	0.01000	0.40
CEO ARP STMT & RPTS MONTHLY BASE	1	8.00000	8.00
OUTGOING TRANSMISSION - PER ITEM	40	0.01000	0.40
<u>Depository Services</u>			
CASH VAULT DEP - ADJUSTMENT	20	6.50000	130.00
CASH VAULT COIN ROLLS FURNISHED	27	0.12000	3.24
CASH VAULT CURRENCY FURNISHED	9	0.00130	0.01
DESKTOP DEPOSIT MONTHLY BASE	1	10.00000	10.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	21	0.55000	11.55
<u>Wholesale Lockbox</u>			
LBX WHOLESALE BASE	1	220.00000	220.00
LBX TRANSMISSION BASE	1	125.00000	125.00
MISCELLANEOUS CREDITS POSTED	21	0.55000	11.55
WHOLESALE LOCKBOX - DEPOSITED CHECK	1,900	0.14000	266.00
LBX STANDARD CHECK PROCESSED	1,900	0.20000	380.00
LBX DOCUMENT SCANNED	3,800	0.03500	133.00
LBX CEO TIR REPORT PER ITEM	21	0.05000	1.05
<u>ACH Services</u>			
ACH RECEIVED ITEM	35	0.10000	3.50
ACH CEO FRAUD FILTER REVIEW MO BASE	1	10.00000	10.00
ACH CEO RETURN SUBSCRIPTION - ITEM	6	0.20000	1.20
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	1	10.00000	10.00
ACH FUTURE DATED ITEM	1,847	0.05000	92.35
ACH TRANSMISSION CHARGE	4	2.00000	8.00
<u>Information Reporting Services</u>			
CEO ALERTS SERVICE - EMAIL	21	0.04000	0.84
CEO INTRADAY REPORTING ITEMS RPTD	100	0.10000	10.00
CEO INTRADAY REPORTING SUBSCRIPTION	1	25.00000	25.00
Grand total		\$	3,880.59
<u>ONE TIME Setup Charges</u>			
ACH FRAUD FILTER - SET UP	1	0.0000	0.00
ACH SET UP	1	0.0000	0.00
ARP SET UP	1	0.0000	0.00
LOCKBOX SET UP	1	0.0000	0.00

Please submit information on any standard monthly service charges that are not listed in the Monthly Activity Detail and use the same format shown in the Monthly Activity Detail. If any service charges are one-time set-up or service charges, or are to be no charge to the City, please make note of this.

All proposals for additional service must be accompanied by supplemental attachments describing in full the services offered along with monthly cost detail.

BANKING SERVICES PROPOSAL – ADDITIONAL SERVICES

ITEM NO.	SERVICE DESCRIPTION SUMMARY	Cost	
		Per unit	Monthly
08160	CASH VAULT DEP - ADJUSTMENT		6.5000
08190	CASH VAULT CASH ORDER-CALL IN		3.7500
08116	CASH VAULT COIN FURN-STD HALF BOX		4.0000
08115	CASH VAULT COIN FURNISHED-STD BOX		4.0000
08110	CASH VAULT COIN ROLLS FURNISHED		0.1200
08416	CASH VAULT CURRENCY FURNISHED		0.0013
08071	CASH VAULT DEP - NONSTD COIN BAG		12.0000
08008	CASH VAULT DEP - ROLLED COIN		0.1200
08067	CASH VAULT DEP - STD COIN BAG		3.5000
08181	CASH VAULT ORDER - AUTOMATED		3.7500
08630	CASH VAULT ORDER - FED STD BAG		3.0000
08114	CASH VAULT ORDER - HALF STD BAG		3.0000
08210	SAFEVANTAGE EXPEDITED CREDIT		0.0001
08208	SV PREMIUM DEPOSIT CREDIT		5.0000
24250	OVERDRAFT CHARGE-PAID ITEM		35.0000
CK049	DDA STATEMENT - PAPER		5.0000
CK030	CLIENT ANALYSIS STATEMENT-PAPER		5.0000
CK672	BANK CONFIRMATION AUDIT REQUEST		65.0000
CK673	CREDIT RATING AUDIT REQUEST		50.0000
IAMTH	RECOUPMENT MONTHLY		0.1275
64104	IFI MAINTENANCE PER PRODUCT		75.0000
27707	CEO SEARCH		0.1600
12812	CEO IMAGE VIEW < 90 DAYS - ITEM		0.0100
12815	CEO IMAGE VIEW > 90 DAYS - ITEM		0.0100
03303	LBX PKG US MAIL DELIVERY		1.0000
22222	PRINTING & SUPPLIES-VENDOR		0.0100
002	DEPOSITED CHECK		0.1500
36703	LBX MATCHING FILE BASE		60.0000
03102	LBX REMIT PROCESSED CASH		12.0000
03611	LBX REMIT PROCESSED EXPRESS MAIL		2.5000
36731	LBX CORRESPONDENCE OR REJECTS		0.7000
52035	LBX IMAGE FILE IMPORT		0.0300
36745	LBX VALUE ADDED KEYING		0.0250

ITEM NO.	SERVICE DESCRIPTION SUMMARY	Cost	
		Per unit	Monthly
34334	ACH CEO FRAUD FILTER STOP MTHLYBASE		10.0000
34338	ACH CEO FRAUD FILTER STOP - ITEM		5.0000
34335	ACH CEO FRAUD FILTER REVIEW - ITEM		5.0000
ES216	ACH SAME DAY		0.5000
ES206	ACH ORIGINATED - ADDENDA REC		0.0550
ES254	ACH ORIGATION/REJECT DATA - FILE		3.5000
ES240	ACH RETURN ITEM-REDEPOSITED		6.5000
ES362	ACH RETURN ITEM - DISHONORED		6.5000
06507	ACH RETURN UNAUTHORIZED -ELECTRONIC		6.5000
06511	ACH RETURN UNAUTHORIZED QUALITY FEE		5.0000
ES230	ACH DELETE - ITEM		10.0000
ES361	ACH REVERSAL - ITEM		10.0000
06510	ACH AUTHORIZATION INVESTIGATION		50.0000
06508	ACH COMPLEX SPECIAL INVESTIGATION		210.0000
ES231	ACH DELETE/REVERSE - BATCH/FILE		15.0000
34285	CEO ACH HYP ITM DET INQ - PER ITEM		1.5000
ES349	ACH RECEIVED ADDENDA		0.0300
34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM		0.0050
34420	ARP STMTS & RPTS (CSV/EXCEL) BASE		5.0000
34337	CEO CHECK ISSUES-ITEM		0.3000
12687	ARP AGED ISSUE RECORDS ON FILE-ITEM		0.0200
12609	ARP PAPER STATEMENT/REPORT DELIVERY		20.0000
12684	ARP PAPER STMT/REPORT MONTHLY BASE		20.0000
12615	ARP PDF STMTS/RPTS-TRANSMISSION		50.0000
08172	ADJ FOR CASH DEPOSITED IN WF BRANCH		13.0000
CK161	CASH DEPOSITED IN WF BRANCH		0.0030
CK771	LOOSE COIN DEPOSITED IN BRANCH		10.0000
CK197	CASH ORDER FEE IN A WF BRANCH		9.0000
CK131	ROLLED COIN FURNISHED BY WF BRANCH		0.5000
CK141	CURRENCY FURNISHED BY WF BRANCH		0.0030
22810	WF CHK CASHED FOR NONACCT HOLDER		0.0000
08052	BRANCH DEPOSIT		3.5000
22812	NON ACCT HOLDER CHK CASHING - PAYEE		0.0000
790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT		18.0000
22030	STOP PAYMENT - AUTO RENEWAL		4.0000
12677	MICR CHECK REJECTS >1% THROUGH 2%		0.8000
12678	MICR CHECK REJECTS OVER 2%		1.7500
22225	CHECK CASHING THRESHOLD MO BASE		10.0000
MD091	PYMT AUTH MAX CHECK MTHLY BASE		17.0000
12670	STOP PAYMENT - ONLINE		12.0000
12671	STOP PAYMENT - OPERATOR ASSISTED		30.0000
12673	STOP PAYMENT - RANGE		15.0000
ES030	WIRE IN TO USA ACCT-USA DOMESTIC		10.0000
ES191	WIRE IN XBDR CORRESP BANK-USD/FX		7.0000

ITEM NO.	SERVICE DESCRIPTION SUMMARY	Cost	
		Per unit	Monthly
ES076	WIRE IN XBDR USA ACCT-USD OR FX		20.0000
18030	WIRE IN REPAIR		9.0000
ODACT	DAILY USE OF UNCOLL FUNDS-ACCT LVL		1.0000
DS194	PAYEE VALIDATION MANUAL REVIEW/ITEM		0.2500
DS191	PAYEE VALIDATION STANDARD-ITEM		0.0100
34336	POSITIVE PAY EXCEPTION - CEO IMAGE		0.5000
12908	POS PAY CHECKS WITH NO ISSUE RECORD		0.5000
12505	POSITIVE PAY EXCEPTION CHECKS RETND		10.0000
12903	POSITIVE PAY EXCEPTIONS - ITEM		5.0000
12906	POSPAY VERIFICATION CALL-CASHED		20.0000
CK064	CEO RETURN ITEM SERVICE MTHLY BASE		0.0000
CK081	RETURN ITEM SPECIAL INST MTHLY BASE		38.0000
34110	SWEEP ACCOUNT POSITION REPORT		10.0000
22087	SWEEP STAGECOACH MUTUALFND ELECTNIC		0.0000
22094	SWEEP STAGECOACH MUTUAL FND MO BASE		0.0000
18901	WIRE OUT XBDR FX CEO/API		25.0000
ES141	WIRE BOOK TRANSFER CEO/API		4.0000
18602	WIRE INVESTIGATION		65.0000
18031	WIRE OUT REPAIR		9.0000
64100	IFI SETUP PER PRODUCT		0.0000
03082	LBX PROGRAMMING		100.0000
34375	CEO ACH ORIG NEW CO ID SETUP		0.0000
06092	ACH ORIGINATION NEW COMP ID-SET UP		0.0000
18325	WIRE ACCOUNT ADD CEO/API		0.0000



Treasury Management Pro Forma

This proposal is based on our understanding of your requirements and the services in the RFP. This proposal includes volumes provided in your Estimated Monthly Activity Detail with anticipated line items and volumes for the products requested in the RFP. Please see the conversion allowance in the RFP response that can be used to offset the fees and setup costs below.

City of Beaumont

Pricing as of June 2022

ANALYSIS SUMMARY

Average Positive Collected Balance	\$ 17,000,000.00
Reserve Requirement @ 0.00%	\$ 0.00
Investable Balance Available for Services	\$ 17,000,000.00
Monthly Analyzed Charges	\$ 5,372.59
Earnings Allowance @ 0.70%	\$ 9,780.82
Net Monthly Analyzed Charges (EXCESS)	\$ 4,408.23
*Monthly Fee Based Charges	\$ 0.00
Total Monthly Analyzed Charges	\$ 0.00
*Charges not offset by balances	

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
BALANCE & COMPENSATION INFORMATION					
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	17,000	2,167.50
BALANCE & COMPENSATION INFORMATION Subtotal					2,167.50
GENERAL ACCOUNT SERVICES					
22051	010000	ACCT MAINTENANCE	10.00000	1	10.00
CK021	010100	DEBITS POSTED	0.10000	25	2.50
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	0.55000	21	11.55
GENERAL ACCOUNT SERVICES Subtotal					24.05
LOCKBOX SERVICES					
03302	050400	LBX TRANSMISSION BASE	125.00000	1	125.00
36709	05011R	LBX WHOLESALE BASE	220.00000	1	220.00
36755	050100	LBX STANDARD CHECK PROCESSED	0.20000	1,900	380.00
03905	05011R	LBX DOCUMENT SCANNED	0.03500	3,800	133.00
34222	05031Z	LBX CEO TIR REPORT PER ITEM	0.05000	21	1.05
LOCKBOX SERVICES Subtotal					859.05

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
DEPOSITORY SERVICES					
08173	100100	CASH VAULT DEPOSIT	3.00000	350	1,050.00
CK061	100400	RETURN ITEM - CHARGEBACK	10.00000	10	100.00
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	0.60000	0	0.00
CK075	100402	RETURN ITEM REDEPOSITED	5.00000	0	0.00
08110	100144	CASH VAULT COIN ROLLS FURNISHED	0.12000	27	3.24
08416	100199	CASH VAULT CURRENCY FURNISHED	0.00130	9	0.01
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00130	25,000	32.50
08160	100501	CASH VAULT DEP - ADJUSTMENT	6.50000	20	130.00
08025	100015	MISCELLANEOUS CREDITS POSTED	0.55000	21	11.55
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.06000	250	15.00
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK	0.14000	1,900	266.00
DEPOSITORY SERVICES Subtotal					1,608.30
PAPER DISBURSEMENT SERVICES					
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.01000	40	0.40
12907	150030	POSITIVE PAY MONTHLY BASE	15.00000	1	15.00
22202	150100	DDA CHECKS PAID	0.10000	40	4.00
PAPER DISBURSEMENT SERVICES Subtotal					19.40
PAPER DISBURSEMENT RECON SERVICES					
12377	200201	ARP FULL RECON-ITEM	Minimum	40	75.00
12060	200010	ARP MONTHLY BASE - FULL	15.00000	1	15.00
12604	200306	ARP OPTIONAL REPORTS	5.00000	42	210.00
12430	200301	ARP OUTPUT - TRANSMISSION	2.00000	21	42.00
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	8.00000	1	8.00
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.01000	40	0.40
PAPER DISBURSEMENT RECON SERVICES Subtotal					350.40
GENERAL ACH SERVICES					
CK018	250201	ELECTRONIC CREDITS POSTED	0.10000	10	1.00
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.20000	6	1.20
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	10.00000	1	10.00
ES280	250000	ACH MONTHLY BASE	15.00000	1	15.00
ES211	250102	ACH FUTURE DATED ITEM	0.05000	1,847	92.35
ES344	250202	ACH RECEIVED ITEM	0.10000	35	3.50
06502	250302	ACH RETURN ITEM-ELECTRONIC	6.50000	5	32.50
ES801	250501	ACH TRANSMISSION CHARGE	2.00000	4	8.00
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	10.00000	1	10.00
06525	250302	ACH NOC - ELECTRONIC	6.50000	1	6.50
GENERAL ACH SERVICES Subtotal					180.05

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
WIRE & OTHER FUNDS TRANSFER SERVICE					
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	10.00000	2	20.00
CS063	350510	WIRE OUT USA ACCT- STANDING	3.00000	0	0.00
ES074	350580	WIRE VERIFY CALL BACK	15.00000	1	15.00
ES139	350100	WIRE OUT DOMESTIC CEO/API	4.00000	2	8.00
WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal					43.00
INFORMATION SERVICES					
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.04000	21	0.84
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.10000	100	10.00
34120	400055	CEO INTRADAY REPORTING SUBSCRIPTION	25.00000	1	25.00
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	0.10000	500	50.00
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	25.00000	1	25.00
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	10.00000	1	10.00
INFORMATION SERVICES Subtotal					120.84
SETUP CHARGES					
LOCKBOX SERVICES					
03850	050138	LOCKBOX SET UP	0.00000	1	0.00
LOCKBOX SERVICES Subtotal					0.00
12021	200410	ARP SET UP	0.00000	1	0.00
PAPER DISBURSEMENT RECON SERVICES Subtotal					0.00
ES201	251000	ACH SET UP	0.00000	1	0.00
06094	251001	ACH FRAUD FILTER - SET UP	0.00000	1	0.00
GENERAL ACH SERVICES Subtotal					0.00
Total Analyzed Charges					0.00
*Total Fee Based Charges					0.00
Total Service Charges					0.00



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: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Alerts Service

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Wire Book Transfer

A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

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.



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Wells Fargo Treasury Management Pricing

City of Beaumont

Pricing as of June 2022

Additional Service Charges for Disclosure

WF Code	AFP Code	Service Description	Charge Basis	Price
Cash Vault				
08160	100501	CASH VAULT DEP - ADJUSTMENT	Adjustment	6.50000
08110	100144	CASH VAULT COIN ROLLS FURNISHED	Coin roll	0.12000
08416	100199	CASH VAULT CURRENCY FURNISHED	Dollar	0.00130
08190	100140	CASH VAULT CASH ORDER-CALL IN	Cash order	3.75000
08116	100145	CASH VAULT COIN FURN-STD HALF BOX	Coin box	4.00000
08115	100146	CASH VAULT COIN FURNISHED-STD BOX	Coin box	4.00000
08071	100111	CASH VAULT DEP - NONSTD COIN BAG	Coin bag	12.00000
08008	100110	CASH VAULT DEP - ROLLED COIN	Coin roll	0.12000
08067	100113	CASH VAULT DEP - STD COIN BAG	Coin bag	3.50000
08181	100141	CASH VAULT ORDER - AUTOMATED	Transaction	3.75000
08630	100147	CASH VAULT ORDER - FED STD BAG	Coin bag	3.00000
08114	100147	CASH VAULT ORDER - HALF STD BAG	Coin bag	3.00000
08210	100154	SAFEVANTAGE EXPEDITED CREDIT	\$ pass through	0.00010
08208	100154	SV PREMIUM DEPOSIT CREDIT	Location	5.00000
General Account Services				
08025	100015	MISCELLANEOUS CREDITS POSTED	Transaction	0.55000
24250	150340	OVERDRAFT CHARGE-PAID ITEM	Transaction	35.00000
CK049	010310	DDA STATEMENT - PAPER	Statement	5.00000
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	Statement	5.00000
CK672	010630	BANK CONFIRMATION AUDIT REQUEST	Request	65.00000
CK673	010640	CREDIT RATING AUDIT REQUEST	Inquiry	50.00000
Gen Acct Services Recoupment				
IAMTH	000230	RECOUPMENT MONTHLY	Deposit assessr	0.12750

WF Code	AFP Code	Service Description	Charge Basis	Price
Image Delivery				
64104	151350	IFI MAINTENANCE PER PRODUCT	Customer ID	75.00000
27707	400340	CEO SEARCH	Inquiry	0.16000
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	Image retrieved	0.01000
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	Image retrieved	0.01000
MSC-TM				
03303	050410	LBX PKG US MAIL DELIVERY	\$ pass through	1.00000
22222	150810	PRINTING & SUPPLIES-VENDOR	Account	0.01000
Paper Checks Deposited				
002	100225	DEPOSITED CHECK	Check depositer	0.15000
Wholesale Lockbox				
36703	050135	LBX MATCHING FILE BASE	Lockbox	60.00000
03102	050000	LBX REMIT PROCESSED CASH	Remittance	12.00000
03611	050000	LBX REMIT PROCESSED EXPRESS MAIL	Remittance	2.50000
36731	050530	LBX CORRESPONDENCE OR REJECTS	Envelope	0.70000
52035	050425	LBX IMAGE FILE IMPORT	Image	0.03000
36745	050129	LBX VALUE ADDED KEYING	Keystroke	0.02500
34222	05031Z	LBX CEO TIR REPORT PER ITEM	Item accessed	0.05000
ACH Fraud Filter				
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	Account	10.00000
34338	251052	ACH CEO FRAUD FILTER STOP - ITEM	Transaction filte	5.00000
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	Transaction filte	5.00000
ACH Origination				
ES216	250102	ACH SAME DAY	Transaction	0.50000
ES206	250120	ACH ORIGINATED - ADDENDA REC	Addenda record	0.05500
ES254	250501	ACH ORIGATION/REJECT DATA - FILE	Batch/file	3.50000
ES240	250310	ACH RETURN ITEM-REDEPOSITED	Transaction	6.50000
ES362	250311	ACH RETURN ITEM - DISHONORED	Transaction	6.50000
06507	250312	ACH RETURN UNAUTHORIZED -ELECTRONIC	Return	6.50000
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE	Return	5.00000
ES230	250620	ACH DELETE - ITEM	Delete	10.00000
ES361	250642	ACH REVERSAL - ITEM	Reversal	10.00000
06510	251010	ACH AUTHORIZATION INVESTIGATION	Investigation	50.00000
06508	251010	ACH COMPLEX SPECIAL INVESTIGATION	Hour	210.00000
ES231	250620	ACH DELETE/REVERSE - BATCH/FILE	Batch/file	15.00000
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	Inquiry	1.50000

WF Code	AFP Code	Service Description	Charge Basis	Price
ACH Receive				
ES349	250220	ACH RECEIVED ADDENDA	Addenda record	0.03000
Account Reconciliation				
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	Transaction	0.00500
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE	Account	5.00000
34337	200201	CEO CHECK ISSUES-ITEM	Check issued	0.30000
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Record	0.02000
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY	Statement	20.00000
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	Account	20.00000
12615	200304	ARP PDF STMTS/RPTS-TRANSMISSION	Account	50.00000
Desktop Deposit/Electronic Check				
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	Adjustment	18.00000
General Disbursement Services				
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	4.00000
12677	150300	MICR CHECK REJECTS >1% THROUGH 2%	Reject	0.80000
12678	150300	MICR CHECK REJECTS OVER 2%	Reject	1.75000
22225	150240	CHECK CASHING THRESHOLD MO BASE	Account	10.00000
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	Account	17.00000
12670	150410	STOP PAYMENT - ONLINE	Stop payment	12.00000
12671	150420	STOP PAYMENT - OPERATOR ASSISTED	Stop payment	30.00000
12673	150411	STOP PAYMENT - RANGE	Stop payment	15.00000
Incoming Wire Transfers				
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	Transfer	10.00000
ES191	350320	WIRE IN XBDR CORRESP BANK-USD/FX	Transfer	7.00000
ES076	350310	WIRE IN XBDR USA ACCT-USD OR FX	Transfer	20.00000
18030	350330	WIRE IN REPAIR	Exception	9.00000
Positive Pay				
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check paid	0.01000
DS194	150299	PAYEE VALIDATION MANUAL REVIEW/ITEM	Check	0.25000
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	Image retrieved	0.50000
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	Check	0.50000
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	Check returned	10.00000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	Exception	5.00000
12906	150401	POSPAY VERIFICATION CALL-CASHED	Call	20.00000
Returned Items				
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	Customer ID	0.00000
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	Account	38.00000

WF Code	AFP Code	Service Description	Charge Basis	Price
Wires Origination and Reporting				
18901	350115	WIRE OUT XBDR FX CEO/API	Transfer	25.00000
ES141	350120	WIRE BOOK TRANSFER CEO/API	Transfer	4.00000
18602	350560	WIRE INVESTIGATION	Investigation	65.00000
18031	350541	WIRE OUT REPAIR	Exception	9.00000
Branch Services				
08172	100501	ADJ FOR CASH DEPOSITED IN WF BRANCH	Adjustment	13.00000
CK161	100006	CASH DEPOSITED IN WF BRANCH	Dollar	0.00300
CK771	100010	LOOSE COIN DEPOSITED IN BRANCH	Coin bag	10.00000
CK197	100040	CASH ORDER FEE IN A WF BRANCH	Transaction	9.00000
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	Coin roll	0.50000
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	Dollar	0.00300
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	Check cashed	0.00000
08052	100006	BRANCH DEPOSIT	Deposit	3.50000
22812	019999	NON ACCT HOLDER CHK CASHING - PAYEE	Check cashed	0.00000
Other Non TM				
ODACT	000210	DAILY USE OF UNCOLL FUNDS-ACCT LVL	\$ pass through	1.00000
Sweep				
34110	450405	SWEEP ACCOUNT POSITION REPORT	Sweep master a	10.00000
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	Statement	0.00000
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	Account	0.00000
Setup Charges				
64100	151357	IFI SETUP PER PRODUCT	Customer ID	0.00000
03850	050138	LOCKBOX SET UP	Lockbox	0.00000
03082	050137	LBX PROGRAMMING	Hour	100.00000
34375	251120	CEO ACH ORIG NEW CO ID SETUP	Setup	0.00000
06092	251001	ACH ORIGINATION NEW COMP ID-SET UP	Setup	0.00000
18325	359999	WIRE ACCOUNT ADD CEO/API	Account	0.00000

For additional service definitions, please contact your Treasury Management Sales Consultant or visit:
www.wellsfargo.com/accountanalysis

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 Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

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

2. Services. You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
3. Changes to services. We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. 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 CEO portal access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
6. Security procedures.
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, 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 and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

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

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

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

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

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

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

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
 - i. Does not comply with any term applicable to the CEO portal,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service or 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 the CEO portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

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

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any 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