Business Account Agreement

Important legal information, disclosures, and terms you need to know

Effective April 29, 2016

Together we’ll go far
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Welcome to Wells Fargo

You have many choices when selecting a financial institution, and we are glad you chose Wells Fargo Bank, N.A. We value our relationship with you and hope we answered all your questions when you opened your account. Please review this booklet for further details regarding your account and related services.

What words do we use to refer to the customer, this booklet, and Wells Fargo?

- The customer is the “account owner,” “you,” “your,” “yours” and “authorized signer.”
- Wells Fargo Bank, N.A. is “Wells Fargo,” “we,” “us,” or “our.”
- This booklet and the disclosures listed below constitute the “Agreement”:
  - The Business Account Fee and Information Schedule (“Schedule”), which explains our fees and provides additional information about our accounts and services,
  - Our Privacy Policy,
  - Our rate sheet for interest-earning accounts, and
  - Any additional disclosures we provide to you about your account and related services.

Words with specific meanings

Certain words have specific meanings and are italicized throughout this booklet. These words and their meanings are in this section.

**Authorized signer**

A person who has your actual or apparent authority to use your account even if they have not signed the signature card or other documents.

**Available balance**

Your account’s available balance is our most current record of the amount of money available for your use or withdrawal. For more information, please see the section entitled “How do we determine your account’s available balance?” in the Agreement.

**Business day**

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

**Business deposit account**

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

**Card**

This term includes every type of business debit card, business check card, and business ATM card we may issue. This term does not include any prepaid cards or the business deposit card unless otherwise noted.

**Item**

An item is an order, instruction, or authorization to withdraw or pay funds or money from an account. Examples include a check, draft, and an electronic transaction (including Automated Clearing House (ACH), an ATM withdrawal, and a purchase using a card to access an account). An item also includes a purported order, instruction, or authorization to withdraw or pay funds or money from an account, unless otherwise prohibited by law or regulation.
Introduction

**Overdraft**
An overdraft is a negative balance in your account.

**Service**
A service is any service the Bank provides to you including without limitation any Treasury Management Service.

**What information does the Agreement contain?**
The Agreement
- Explains the terms of your banking relationship with Wells Fargo,
- Is the entire Agreement between Wells Fargo and you for your account and any services,
- Replaces all prior agreements including any oral or written representations, and
- Includes legal information about your banking relationship with Wells Fargo.

You are responsible for ensuring that all authorized signers on your account(s) are familiar with this Agreement.

We suggest you retain a copy of the Agreement — and any further information we provide you regarding changes to the Agreement — for as long as you maintain your Wells Fargo accounts.

**Are we allowed to change the Agreement?**
Yes, we can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a “modification.”

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

**Waiver of a term of the Agreement:** We may agree in writing to waive a term of the Agreement, including a fee. This is called a “waiver.” We may revoke any waiver upon notice to you.

**How do you consent to a modification to the Agreement?**
You consent to a modification to the Agreement if you continue to use your account after a modification becomes effective or a waiver is revoked.

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

**Who will we communicate with about your account?**
We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.
Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

If you have a dispute, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either Wells Fargo or you can initiate arbitration as described in this section.

Definition: Arbitration means an impartial third party will hear the dispute between Wells Fargo and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between Wells Fargo and you. A “dispute” may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.

Except as stated in “No waiver of self-help or provisional remedies” below, Wells Fargo and you agree, at Wells Fargo’s or your request, to submit to binding arbitration all claims, disputes, and controversies between or among Wells Fargo and you (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to your account(s) and/or service(s), and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default, or termination (each, a “dispute”).

DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WELLS FARGO AND YOU EACH IRREVOCABLY AND VOLUNTARILY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARBITRATED UNDER THIS AGREEMENT.

Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Wells Fargo or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Wells Fargo or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand by the other party must pay all of the other party’s costs and expenses for compelling arbitration.

Can either Wells Fargo or you participate in class or representative actions?

No, Wells Fargo and you agree that the resolution of any dispute arising pursuant to the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

What rules apply to arbitration?

Wells Fargo and you each agree that the arbitration will:

- Proceed in a location mutually agreeable to Wells Fargo and you, or if the parties cannot agree, in a location selected by the American Arbitration Association (AAA) in the state whose laws govern your account
- Be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Wells Fargo and you
- Be conducted by the AAA, or such other administrator as Wells Fargo and you will mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000 exclusive of claimed
Resolving disputes through arbitration

interest, arbitration fees and costs in which case the arbitration will be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the “rules”).

If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein will be deemed to be a waiver by Wells Fargo of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No waiver of self-help or provisional remedies

This arbitration requirement does not limit the right of Wells Fargo or you to:

1. Exercise self-help remedies, including setoff or
2. Obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding.

This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (1) and (2) above.

What are the Arbitrator qualifications and powers?

Any dispute in which the amount in controversy is $5,000,000 or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than $5,000,000. Any dispute in which the amount in controversy exceeds $5,000,000 will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.
Resolving disputes through arbitration

Is discovery permitted in arbitration?

Yes, in any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party’s presentation and that no alternative means for obtaining information is available.

Who pays the arbitration fees and expenses?
The arbitrator will award all costs and expenses of the arbitration proceeding.

Are there additional rules for an arbitration proceeding?

Yes, to the maximum extent practicable, the AAA, the arbitrator(s), Wells Fargo and you will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), Wells Fargo or you may not disclose the existence, content, or results thereof, except for disclosures of information by Wells Fargo or you required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Wells Fargo and you potentially applies to a dispute, the arbitration agreement most directly related to your account or the subject matter of the dispute will control. This arbitration agreement will survive the closing of your account or termination of any service or the relationship between Wells Fargo and you.

Do Wells Fargo and you retain the right to pursue in small claims court certain claims?

Yes, notwithstanding anything to the contrary, Wells Fargo and you each retain the right to pursue in small claims court any dispute within that court’s jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys’ fees and costs) that exceeds the jurisdictional limit of the small claims court.
Important legal information

What laws govern your account?
The laws governing your account include

• Laws, rules, and regulations of the United States, and
• Laws of the state where you opened your account (without regard to conflict of laws principles).

If a different state law applies, we will notify you; however, for certain account types (non-analyzed and savings accounts), your account statement will identify the state whose laws govern your account.

Any funds transfer (including a wire transfer) that is a “remittance transfer” as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York’s version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What is the controlling language of our relationship?
English is the controlling language of our relationship with you. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

What agreement applies when there is a separate agreement for a service?
If a service we offer has a separate agreement, and there is a conflict between the terms of the Agreement and the separate agreement, the separate agreement will apply.

What courts may be used to resolve a dispute?
Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

How will we contact you about your account?
In order for us to service your account or collect any amount you owe, you agree that we may contact you by phone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us phone numbers and email addresses that belong to you.

When you give us a phone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you at the phone number you provide. We may call you and send you text messages. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if the telephone number is a mobile phone number or other communication service for which the called party is charged.

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Statements and other information relating to your deposit account

How do we share account statements and other notices with you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We’ll do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

• If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account.

• If you do not want us to automatically combine your accounts, you can opt-out by visiting a banking location or calling the number on your account statement.

When is your account statement available?

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

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® 24 – 48 hours after the end of the statement period. You will be notified via email that the account statement is available for viewing. We consider the account statement to be received by you on the notification date, even if the email notification is undelivered.

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

You are obligated to:

• Examine your account statement promptly and carefully.

• Notify us promptly of any errors.

• Notify us within 30 days after we have made your account statement available to you if any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30 day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.

• Notify us within 6 months after we have made your account statement available to you if you identify any unauthorized, missing or altered endorsements on your items.

Electronic fund transfers are subject to different time periods, as described in the “Electronic fund transfer services” part of this booklet. Common examples of electronic fund transfers are ATM, debit card, and Online Bill Pay transactions.

When is a transaction unauthorized?

A transaction is an “unauthorized transaction” when it is

• Missing a required signature or other evidence showing you have authorized it, or

• Altered (for example, the amount of a check or the payee’s name is changed).
Statements and other information relating to your deposit account

You can notify us of errors on your account statements and claims by promptly
• Calling the telephone number listed on your account statement or in a notice, or
• Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

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

What happens when you report an unauthorized transaction?
We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:
• Complete the claim form we provide,
• Notify law enforcement,
• Complete and return any documents we request, and
• Cooperate fully with us in our investigation.

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

Protection against unauthorized items
You acknowledge that there is a growing risk of losses resulting from unauthorized items. We offer services that provide effective means for controlling the risk from unauthorized items. These services include:
• Positive pay, positive pay with payee validation, or reverse positive pay
• ACH fraud filter and
• Payment Authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an industry “best practice.” An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

If we have expressly recommended that you use one or more of these services or best practice (or any other service related to fraud prevention that we offer after the date of this Agreement) and you (a) either decide not to use the recommended service or best practice or (b) fail to use the service or best practice in accordance with the applicable service description or our other documentation applicable to the service or best practice, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended service or best practice in accordance with the applicable service description or applicable documentation.
Statements and other information relating to your deposit account

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

Yes, you agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and items drawn on your account or deposited to it. To help prevent embezzlement and protect your business assets, we recommend that you:

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

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

Your account statements or notices will be considered unclaimed or undeliverable if:

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

In either event, we may:

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

We will not make account statements and notices available to you until you provide us with a valid postal or electronic address.
Statements and other information relating to your deposit account

How can you or Wells Fargo change your address for your account statements and other notices?

**Address change requests you make:** You can change your postal or email address by notifying us in writing or calling us at the number on your account statement at any time. If you have a combined account statement, any owner of the first account (primary account) can change the address of all accounts included in the combined account statement. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

**Address changes we make:** When necessary, we may update your listed address without a request from you if we receive:
- An address change notice from the U.S. Postal Service or
- Information from another party in the business of providing correct address details that does not match your account’s listed address.

**When are notices you send to us effective?**

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

**Are original paid checks returned with account statements?**

No. We do not return original paid checks with your account statements. Copies of your paid checks are available through Wells Fargo Business Online, banking locations, by calling Wells Fargo National Business Banking Center, or by enrolling in our check images with statements service. Fees may apply for this service.

**When does my account become dormant?**

Your account is dormant if, for one year for a checking account or 34 months for a savings account or Time Account (CD), there is no customer-initiated activity (except where the laws governing your account require otherwise). We may hold all account statements for your dormant account, but normal maintenance and other fees continue to apply except where prohibited. We are also permitted to block or terminate card privileges (including access and making purchases).

**What happens to a dormant account?**

If your account remains dormant or unclaimed for a period determined by the laws governing your account, we must deliver your account funds to the state. This action is known as “escheat.” After delivering your funds to the state, we will close your account, and it will stop accruing any interest. To recover these funds, you must file a claim with the state. If we are required to mail an escheat notice to you, we may charge you a fee.
What are checking subaccounts?
For each checking account you maintain with us, we may establish on your behalf a master account and two subaccounts.

All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account.

On the first day of each month, we will allocate funds between the two subaccounts as appropriate. Items received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as may be needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.
Rights and responsibilities

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

We are responsible for exercising “ordinary care” and complying with the Agreement. When we take an item for processing by automated means, “ordinary care” does not require us to examine the item. In all other cases, “ordinary care” requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

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

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

We will not have any liability to you if your account has insufficient available funds to pay your items due to actions we have taken in accordance with the Agreement.

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

If we waive a right with respect to your account on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

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

An “adverse claim” occurs when

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among your account’s owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

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

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

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

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

Yes, as many businesses carry special insurance for employee fraud/embezzlement. If you do, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company’s decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.
Rights and responsibilities

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

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

We will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location.

If we incur any fees or expenses (including attorney’s fees and expenses) due to responding to legal process related to your account, we may charge these costs to any account you maintain with us.

Are transactions subject to verification by the Bank?
Yes. All transactions are subject to the Bank’s verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?
It is your responsibility, and the Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If we determine a discrepancy exists between the declared and the actual amount of the funds, we are permitted to adjust (debit or credit) your account. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days of the date we mail or otherwise make the account statement available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees.

If you fail to notify us during this time frame, the deposit amount on your statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become the Bank’s property.

Can you arrange to have us adjust all discrepancies identified during any verification without regard to our standard adjustment amount?
Yes. If your account is an analyzed business deposit account, you may arrange for the Bank to adjust all discrepancies identified during any verification without regard to our standard adjustment amount by contacting your local banker or calling the number on your statement.

Are we allowed to convert your account without your request?
Yes, we can convert your account to another type of deposit account (by giving you any required notice) if

- You use it inappropriately or fail to meet or maintain the account’s requirements, or
- We determine an account is inappropriate for you based on your use, or
- We stop offering the type of account you have.
Rights and responsibilities

Are we allowed to close your account?
Yes, we can close your account at any time. If the account is closed, we may send the remaining balance on deposit in your account by traditional mail or credit it to another account you maintain with us. We may, but are not required, to allow you to leave on deposit sufficient funds to cover outstanding items to be paid from your account.

- If we do allow funds to remain on deposit, the terms and conditions of the Agreement will continue to apply until we make a final disbursement from your account.
- If we do not allow you to keep funds on deposit, we will not be liable for any loss or damage that may result from dishonoring any of your items that are presented or otherwise received after your account is closed.
- If your account is an interest-earning account, it will cease to earn interest from the date you request it be closed.
- If your account balance does not reach zero within 3 months from the date of your request, we can close your account and send you the balance as described above or return your account to active status.

When are you allowed to close your account?
You can close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions on the account).

Are we allowed to terminate or suspend a service related to your account?
Yes, we can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

Are we allowed to obtain credit reports or other reports about you?
Yes, we can obtain a credit or other report about you and your co-owners to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

When do we share information about your account with others?
Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account in accordance with our Privacy Policy separately given to you.

Are we allowed to monitor and record communications?
Yes, we can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.
Monitored and recorded communications include:
- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.
Can Wells Fargo benefit from having the use of funds in customers’ non-interest earning accounts?

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

Can you transfer ownership of your account?

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

The Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.
Deposits to your account

Are there any restrictions on our accepting deposits to your account?

We may accept a deposit to your account at any time and from any person. When we cannot verify an endorsement, we can refuse to pay, cash, accept for deposit, or collect the item. Also, we may require all endorsers be present. We may require you to deposit an item instead of permitting you to cash it. Checks drawn on credit account or made out to payees not on the account may not be accepted or may be sent for collection. We reserve the right to refuse for deposit or to require to be sent for collection an item drawn on a credit account or to a payee not on the account.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer’s bank for payment. Your account will not be credited for the item until we receive payment for it.

What are the requirements for a correct endorsement?

An “endorsement” is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Your endorsement (and any other endorsement before the check is deposited) must be in the 1-1/2–inch area that starts on the top of the back of the check (see sample below). Do not sign or write anywhere else on the back of the check.

Are we bound by restrictions or notations on checks?

No, we are not bound by restrictions or notations, such as “Void after six months,” “Void over $50,” and “Payment in full.”

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a “substitute check?”

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: “This is a legal copy of your check. You can use it the same way you would use the original check.” As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.
Deposits to your account

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120 day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A “non-U.S. item” is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We will not be responsible for the lack of care of any bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct so that your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to immediately repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting us in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.
Funds Availability Policy

Your ability to withdraw funds

Our policy is to make funds from your check deposits to your checking or savings account (in this policy, each an “account”) available to you on the first business day after the day we receive your deposits. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window and at a Wells Fargo ATM, and the first $400 of a day’s check deposits will be available on the day we receive the deposits. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the first business day after the day we receive the transfer. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

The first $400 of a business day’s check deposits to an analyzed account are not available to you on the day we receive the deposits. Check deposits to an analyzed account are available on the first business day after we receive your deposits.

Determining the day of receipt

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the deposit was made on the next business day we are open.

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

Longer delays may apply

In some cases, we will not make the first $400 of a business day’s check deposits available to you on the day we receive the deposits. Further, in some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second or third* business day after the day of your deposit. The first $200 of your deposit, however, may be available on the first business day.

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

If you need the funds from a deposit right away, you may ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

• We believe a check you deposit will not be paid
• You deposit checks totaling more than $5,000 on any one day
• You redeposit a check that has been returned unpaid
• You have overdrawn your account repeatedly in the last 6 months
• There is an emergency, such as failure of computer or communications equipment

* We may delay availability of funds by one additional business day for certain checks deposited at a Wells Fargo location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.
We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh or eighth* business day after the day of your deposit.

**Special rules for new accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window and at a Wells Fargo ATM will be available on the day we receive the deposit. Funds from your check deposits will be available on the business day after the day we receive the deposits; no funds from a business day's check deposits are available on the day we receive the deposits.

If we delay the availability of your deposit the following special rules may apply:

- The first $5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over $5,000 and funds from all other check deposits will be available on the seventh or eighth* business day after the day of your deposit. The first $200 of a day’s total deposit of funds from all other check deposits, however may be available on the first or second* business day after the day of your deposit.

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

**Holds on other funds (check cashing)**

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

**Holds on other funds (other account)**

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

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

**Delays on other funds**

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified on our machines as “Wells Fargo.”

* We may delay availability of funds by one additional business day for certain checks deposited at a Wells Fargo location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.
How do we determine your account’s available balance?

Your account’s available balance is our most current record of the amount of money available for your use or withdrawal. We use the available balance to authorize your transactions during the day (e.g., debit card purchases and ATM withdrawals). We also use the available balance to pay your transactions in our nightly processing. We calculate your available balance as follows:

- We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process.
- We add “pending” deposits that are immediately available for your use (including cash deposits, electronic direct deposits, and the portion of a paper check deposit we make available; see “Funds availability policy” section for details).
- We subtract “pending” withdrawals that we have either authorized (such as debit card purchases and ATM withdrawals) or are known to us (such as your checks and preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed.

**Important note:** The available balance does not reflect every transaction you have initiated or previously authorized. For example, your available balance may not include the following:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or received too close to our nightly processing to include in your available balance.)
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.
- Debit card transactions that have been previously authorized but not sent to us for payment from your account generally within 3 business days or up to 30 business days for certain transactions. We must release the transaction authorization hold even though the transaction may be sent for payment from your account at a later date.

How do we process (post) transactions to your account?

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

**First, we determine the available balance in your account (as described above) that can be used to pay your transactions.**

**NOTE:** Certain “pending” transactions can impact your available balance:

- Cash deposits or transfers from another Wells Fargo account that are made AFTER the displayed cutoff time (where the deposit was made) will be added to your available balance if they are made before we start our nightly process.
- Your available balance will be reduced by “pending” withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. We may receive these pending withdrawals at a later date for payment. In some circumstances, these transactions may be paid into overdraft if other posted transactions or fees have reduced your balance.
Then, we sort your transactions into categories before we process them.

- First, we credit your account for deposits, including cash and check deposits and incoming transfers, received before the displayed cutoff time at the location the deposit or transfer was made.

- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Business Bill Pay, and teller cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account. For some transactions, such as Business Bill Pay or teller cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

- Finally, we use your remaining funds to pay your checks and preauthorized automatic ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there are more than one of these types of transactions, they will be sorted by the date and time that they are received by us. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

Finally, if the available balance in your account is not enough to pay all of your transactions, we will take the following steps:

- **First use Overdraft Protection (if applicable):** We will transfer/advance available funds from a savings and/or credit account you have linked to your checking account for Overdraft Protection.

- **Then, decide whether to pay your transaction into overdraft or return it unpaid:** At our discretion, we may pay a check or automatic payment into overdraft, rather than returning it unpaid. If we pay the transaction into overdraft, it may help you avoid additional fees that may be assessed by the merchant. Debit card transactions presented to us will be paid into overdraft and will not be returned unpaid, even if you do not have sufficient funds in your account.

### IMPORTANT INFORMATION ABOUT FEES:

Fees may be assessed with each item paid into overdraft or returned unpaid subject to the following:

- A single Overdraft Protection Transfer or Advance Fee will be assessed when we need to transfer/advance funds from your linked account(s) into your checking account, but only if the transfer/advance helped you avoid at least one overdraft or returned item.

- If both the ending daily account balance and available balance are overdrawn by $5 or less and there are no items returned for insufficient funds — after we have processed all of your transactions — we will not assess an overdraft fee on the item(s).

- We limit the number of overdraft and/or returned item fees to no more than 4 for consumer accounts or 8 for business accounts per business day.

- Any fees assessed are deducted from your account the morning following our nightly process.
What is Overdraft Protection?
When you enroll in Overdraft Protection, we transfer/advance available funds in your linked account(s) to your checking account when needed to cover your transaction(s). You can link up to two accounts (one savings, one credit) but we will charge you only one fee, even if we need to move money from more than one account. Also, we will not charge a fee unless the transfer/advance helped you avoid at least one overdraft or returned item. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from the linked savings account.

- **Transfers from linked savings account.** We will transfer the amount needed (including funds to cover the transactions and the transfer fee) from the available money in your linked savings account or a minimum of $25. The Overdraft Protection Transfer Fee (if any) will be charged to your checking account.

- **Advances from linked credit card or line of credit.** We will advance the exact amount needed from the available credit in a linked credit card or a minimum of $25. The Overdraft Protection Advance Fee (if any) will be charged to your credit card account. Advances from a linked Wells Fargo line of credit are made in increments of $100 or $300 (specific details will be provided when you link accounts) and the Overdraft Protection Advance Fee will be charged to the checking account.

What is Debit Card Overdraft Service?
Your eligible checking account is automatically enrolled in this optional service. The service allows Wells Fargo to approve (at our discretion) your ATM and everyday (one-time) debit card transaction if you do not have enough money to cover your transaction in your checking account or in accounts linked for Overdraft Protection. With this service, we may approve these transactions into overdraft and allow you to continue with your ATM withdrawal or everyday debit card transaction. However, if you do not make a covering deposit or transfer before the posted cutoff time (where the deposit or transfer is made), overdraft fees will be assessed.

If you remove this service and you do not have enough money in your checking account (or in accounts linked for Overdraft Protection), your ATM or everyday debit card transaction will be declined. In addition, no overdraft fees will be assessed on ATM or everyday debit card transactions that are paid from your account, even if you no longer have sufficient funds to cover previously approved transactions.

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

If you fail to bring your checking account to a positive balance, we will close your account. Also we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorney’s fees and expenses) we incur.
Are we allowed to use the funds in your accounts to cover debts you owe us?

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

A “debt” includes any amount you owe individually or together with someone else both now or in the future. It includes any overdrafts and our fees. We may setoff for any debt you owe us that is due or past due as allowed by the laws governing your account. If your account is a joint account, we may setoff funds in it to pay the debt of any joint owner.

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

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

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

Can you grant anyone else a security interest in your accounts with us?

No, you may not grant a security interest in, transfer, or assign your accounts to anyone other than us without our written agreement.
Bank fees and expenses; Earnings allowance

Are you obligated to pay our fees?
Yes, you agree to pay us in accordance with our Business Account Fee and Information Schedule. You also agree to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on our net income.

How do you pay our fees and expenses?
We are permitted to either directly debit your account or invoice you for our fees and expenses and taxes incurred in connection with your account and any service. If there are insufficient funds in your account to cover the debit, we may create an overdraft on your account.

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

If an earnings allowance accrues on your account, do we apply it to our fees and expenses?
Yes, if an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest will be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account. The earnings allowance applied as a credit against fees and expenses will be reported as income to the IRS, state, and local tax authorities if required by applicable law and you are responsible for any federal, state or local taxes due on the credited earnings allowance.
**Additional rules for checks and withdrawals**

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

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

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

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

**Are we responsible for reviewing checks for multiple signatures?**

No, we are not responsible for reviewing the number of signatures required on your account. If you have indicated that more than one signature is required, we will not be liable if a check does not meet this requirement.

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

No, we may, without inquiry or liability, pay a check even if it
- Has special written instructions indicating we should refuse payment (e.g., “Void after 30 days” or “Void over $100”);
- Is stale-dated (i.e., the check’s date is more than 6 months in the past), even if we are aware of the check’s date;
- Is post-dated (i.e., the check’s date is in the future); or
- Is not dated.

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

**Can you use a facsimile or mechanical signature?**

Yes, if you use a facsimile or mechanical signature (including a stamp), any check appearing to use your facsimile or mechanical signature will be treated as if you had actually signed it.

**Are you liable if you pay a consumer ACH debit entry on my account?**

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

**What is the acceptable form for your checks?**

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

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

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

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

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

• Your bank account number,
• The check number or range of numbers,
• The check amount or amounts,
• The payee(s) name(s), and
• The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.

What is the effective period for a stop payment order?
A stop payment order on a check is valid for 6 months. We may pay a check once a stop payment order expires. You must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

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

Are you still responsible if we accept a stop payment on a check?
Yes, even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check.

How can you prevent a post-dated check from being paid before its date?
A “post-dated” check is a check you issue with a date in the future. We are not responsible for waiting to honor the check until that date, unless you instruct us to do so through the use of a stop payment order for the check. You are responsible for notifying us to cancel the stop payment order when you are ready to have that check paid.
How do you stop payment for preauthorized electronic fund transfers?

If you have told us in advance to make a regular payment from your account, you can stop the payment by:

Calling Wells Fargo National Business Banking Center at 1-800-CALL-WELLS (1-800-225-5935), or writing to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for every stop payment order you request.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

Liability for failure to stop payment: If you order us to stop one of these payments 3 business days or more before your scheduled transfer, and we do not do so, we will be liable for your losses or damages.

Purchase transactions: A stop payment may not be requested on a purchase transaction.
Interest earning accounts

What interest rate applies to an interest earning account?
When you open an interest earning account, we will provide a rate sheet listing the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except Time Accounts (CDs). We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances (tiered-rate account). We may pay the same interest rate on more than one tier. The tiers and corresponding interest rates are disclosed in the rate sheet.

How do we calculate earned interest?
We calculate interest using the daily collected balance method. This method applies a daily periodic rate to the collected balance in your account each day. Interest is calculated using a 365-day year.

When does a deposit begin accruing interest?
Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?
Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?
The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period. The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.
We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

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

Are you required to obtain a tax identification number certification?
Yes, in most instances, Treasury regulations require us to obtain a Taxpayer Identification Number (“TIN”) for each account. To avoid backup withholding tax on accounts that earn interest or dividends, you are required to submit Internal Revenue Service (“IRS”) Form W-9 or Form W-8BEN and supporting information and/or documentation to us. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If you are a non-resident alien as defined by the IRS, you must provide a Form W-8BEN. Other types of Form W-8 plus additional documentation may be required if you are a foreign partnership, foreign government, or are claiming an exemption based on Effectively Connected Income.
Until we have received the Form(s) W-9 or W-8BEN completed and signed per IRS Regulations, or any other required forms, we will pay interest and comply with the backup withholding requirements of the IRS.
Interest earning accounts

If you own your account as a sole proprietor, upon your death, we must be provided with the estate's or successor's TIN or we may either refuse to pay interest earned on your account since the date of your death or withhold a portion of the interest that has been earned on your account since the date of your death.

**Regulation D savings account transaction limit and other limited activity**

Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of 6 per monthly fee period.

**Limited by Regulation D:**
- Transfers by phone using our automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including Bill Pay and Wells Fargo SurePay®)
- Overdraft Protection transfers to a checking account
- Pre-authorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to your account and not when they are written)
- Debit or ATM card purchases that post to the savings account
- Transfers or payments made in person using the Wells Fargo SurePay service at a Wells Fargo ATM
  - To your account at another financial institution
  - To a third party's account at Wells Fargo
  - To a third party's account at another financial institution

**Limited by Wells Fargo:**
- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Outgoing wires whether made in person, on the telephone, or online
- Transfers or payments made in person using the Wells Fargo SurePay service to your Wells Fargo account at a Wells Fargo ATM

**Not limited:**
Except as limited above, there is no limit on the following in-person transactions at a Wells Fargo ATM or banking location
- Transfers between your Wells Fargo accounts
- Withdrawals
- Any types of deposits

**What is the excess activity fee?**

An excess activity fee (see the “Business Account Fee and Information Schedule”) is assessed for transactions exceeding the limit stated above. If the limit is exceeded on more than an occasional basis, Wells Fargo may be required to convert the savings account to a checking account, which would discontinue any Overdraft Protection it might be providing to another account, or close the account.

If the withdrawal and transfer limit is reached, we may decline withdrawals and transfers for the remainder of the monthly fee period to help you avoid a fee and account conversion or closure.
Interest earning accounts

What is a fee period? (Only business non-analyzed and savings accounts)

The fee period is used to count the number of posted transactions before charging fees for some transactions (including the excess activity fee) during that period. The dates of your fee period are located in the section on your statement called “Monthly service fee summary” for each account.
Time Accounts (CDs)

What are Time Accounts?
Time Accounts (CDs) are payable at the expiration of a specified term, no less than 7 calendar days after the date of deposit. We may also refer to a Time Account as a “CD” or a “Certificate of Deposit,” even though a certificate does not represent a Time Account. The CD’s maturity date is the last day of the term for the CD. The maturity date is printed on your receipt.

When can you withdraw funds from your CD?
You may withdraw funds from your CD on the maturity date without a fee or penalty. You may also generally withdraw funds without a fee or penalty within the 7 calendar days after the maturity date (grace period). You may be charged a fee or penalty if you make a withdrawal at any other time. See the “Time Accounts (CDs)” section of the Business Account Fee and Information Schedule for details.

Can you deposit additional funds into your CD?
You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?
The APY we disclose to you assumes the interest you earn will remain on deposit until your CD matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your CD renew?
If your CD is automatically renewable, at maturity it will renew
• Typically for a like term unless we inform you prior to maturity of a different term; and
• At our interest rate in effect on the maturity date for a new CD of the same term and amount, unless we have notified you otherwise.
If your CD is not automatically renewable and you do not withdraw the funds on the maturity date, the CD will stop earning interest.
Debit cards and ATM cards

This part describes ways to use services linked to an account using a business debit, ATM, or deposit card. Some services may not be available at all locations. We may require you to sign additional documentation to obtain a card. You will receive terms and conditions applicable to your card when you receive the card. In the event of a conflict between the terms and conditions and the Agreement, the terms and conditions will control. Additional disclosures applicable to these services are provided in the Business Account Fee and Information Schedule.

Issuance of a card and Personal Identification Number (PIN)

We may issue a card to each account owner to access an account linked to your card (a “linked account”). If you do not select a PIN when you open your account, we will send you a randomly selected PIN.

Protection of card and PIN

You should securely protect your card and PIN from loss or theft. Each cardholder must have his or her own unique PIN for the card and is responsible for maintaining confidentiality of the PIN. Memorize the PIN. Never write the PIN on the card or share it with anyone, including our employees. Never allow anyone else to use the card or PIN. If the card or PIN is given to another person, the account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the card or PIN. Notify us immediately if the card is lost or stolen, or is no longer secure.

Business instant issue debit card

The business instant issue debit card is a temporary debit card. We will deactivate the business instant issue debit card either when you activate your permanent business debit card or 30 days after we issue your temporary business debit card.

Linking accounts for card access and designating primary account

Linking lets you add accounts you own (e.g., checking, savings, credit card) to a business debit or business ATM card, giving you access to make transactions on multiple accounts with one card at Wells Fargo ATMs.

If you link only one account of a single type (e.g., checking or savings accounts) to the card, that linked account is automatically designated as the “primary” account for purposes of electronic fund transfer services. The primary account for a business debit card must be a qualified business checking account. If the primary business checking account linked to the card should be closed or delinked for any reason, we may designate any additional qualified business checking account that is linked to the card as the primary account on the card. If no additional qualified business checking account is linked to the card, the business debit card linked to the closed checking account will be cancelled. If the card is linked to other business checking or savings accounts, the card will be cancelled and a business ATM card will be mailed to the cardholder. The money for purchases and payments made with your card is deducted from the primary checking account. Cash withdrawals using a card at a non-Wells Fargo ATM are deducted from the primary checking or savings account.
Debit cards and ATM cards

If you link more than one account of a single type to the card, you may designate a primary account and other accounts. For example, if you link 4 checking accounts to your card, one account will be the primary account and the remaining 3 accounts will be other accounts. If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to your card is considered the primary account for that type of account. If a primary account linked to the card is closed or delinked for any reason, we will designate another linked account (if applicable) as the new primary account. If this linked account is a savings account, your debit card may be converted to an ATM card.

We will determine the number and type of accounts you can link to your card.

Using a business debit card to access linked credit card and line of credit accounts at ATMs

If we permit you to link your Wells Fargo credit card account or line of credit account to the card (linked credit account), you may use the card to access the linked credit account at any Wells Fargo ATM. You can use the card to obtain cash or transfer funds from the linked credit account, as long as the linked credit account is in good standing and has available credit. Cash withdrawals and transfers of funds from your linked credit account are treated as cash advances. Each of these transactions is subject to the provisions of the applicable credit card account agreement or line of credit account agreement, including daily limits and cash advance fees.

You must notify us in case of errors or questions about your Wells Fargo credit card bill. If you think your bill is wrong or if you need more information about a transaction on your bill, write to us or call us at the address or telephone number listed on your account statement. You also may call us at the telephone number listed on your account statement. However, you must write to us to preserve your billing rights. Please consult your applicable credit account agreement for complete information on the terms and conditions applicable to your linked credit account, including the rules relating to cash advances from, and payments to, your linked credit accounts.
Debit cards and ATM cards

Using your card

The tables below show how you can use your card to make purchases and payments, make transfers, and use ATMs. Note: some services described below may not be available at all ATMs.

### How you can purchase or pay

<table>
<thead>
<tr>
<th>Actions</th>
<th>Business debit card</th>
<th>Business ATM card</th>
<th>Business deposit card</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use your card at merchants accepting payments through a network in which we participate (e.g. Visa® and MasterCard®)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Pay bills directly to a merchant or other provider using your card</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Request cash back when making a purchase using your PIN at merchants who offer this service</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Use your card through a mobile device at merchants who accept mobile payments</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Where you can withdraw money

<table>
<thead>
<tr>
<th>Actions</th>
<th>Business debit card</th>
<th>Business ATM card</th>
<th>Business deposit card</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo ATMs and Wells Fargo Bank locations</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Non-Wells Fargo ATMs (fees may apply)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Non-Wells Fargo banks that accept Visa-branded cards with a teller assisted transaction (fees may apply)</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 Purchases made using a business ATM card are available at merchants accepting payments through networks in which we participate and require a PIN to authorize the purchase.
Debit cards and ATM cards

<table>
<thead>
<tr>
<th>What you can do at Wells Fargo ATMs</th>
<th>Business debit card</th>
<th>Business ATM card</th>
<th>Business deposit card</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make deposits to your accounts linked to your card²</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>View your account balances</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Withdraw cash</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Transfer funds between your accounts linked to your card</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Make payments to a Wells Fargo credit card</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Get a statement of the last 10 transactions (fees may apply)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Get a statement of the balances of accounts linked to the card (fees may apply)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Purchase U.S. postage stamps (fees may apply)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What you can do at non-Wells Fargo ATMs³</th>
<th>Business debit card</th>
<th>Business ATM card</th>
<th>Business deposit card</th>
</tr>
</thead>
<tbody>
<tr>
<td>View your account balance (fees may apply)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Withdraw cash (fees may apply)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Make deposits at certain non-Wells Fargo ATMs (for accounts opened in Iowa and Nebraska) (fees may apply)</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How you can receive electronic credit transfers</th>
<th>Business debit card</th>
<th>Business ATM card</th>
<th>Business deposit card</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receive transfers, such as those through card networks or funds transfer systems</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Statements at ATMs should not be used in place of the account statement for balancing or verifying the actual account balance.

² The business deposit card and associated PIN can be used only to make ATM deposits. The card can be issued to an authorized signer on the business accounts. It also can be issued to a non-authorized signer at the request of an authorized signer. When the card is used to make an ATM deposit, account balances are neither displayed on the ATM screen nor printed on the ATM receipt. The card PIN cannot be used for authentication for phone or online access.

³ Non-Wells Fargo ATMs are part of ATM networks owned or operated by other financial institutions. Some transactions may not be available at all ATMs, may be different from those available at Wells Fargo ATMs, and will be limited to any withdrawal limit(s) set by the non-Wells Fargo ATM. Some banks do not give you the option of choosing which account to use. In this case, the cash withdrawal will be from the primary account linked to your card.
Debit cards and ATM cards

ATM and merchant terminal malfunctions

We are not responsible for damages resulting from an ATM or merchant terminal malfunction. You will promptly notify us if a Wells Fargo ATM fails to dispense the correct amount of cash or provide a receipt by calling or writing us at the telephone number or address provided on your account statement.

Fees for use of card

We will charge a fee for each non-Wells Fargo ATM transaction you perform (except for deposits or as waived by the terms of your account). In addition, the non-Wells Fargo ATM owner/operator will also charge a fee (unless waived by the terms of your account). This fee is included in the total transaction amount that is withdrawn from your account. Transactions will be limited to any withdrawal limits set by the non-Wells Fargo ATM.

We will charge a fee if you make an over-the-counter (teller assisted) cash disbursement at a non-Wells Fargo bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your card for a purchase. This fee will be included in the total purchase amount.

Additional fees applicable to use of the card are provided in the Business Account Fee and Information Schedule.

Daily limits and funds available for use with cards

You may use your card subject to 1) your daily ATM withdrawal limit and daily purchase limit, and 2) your available balance in your account. The following rules apply:

- **Limits on dollar amounts**
  - **Daily ATM withdrawal limit** is the maximum amount of cash you can withdraw from any combination of accessible accounts using your card.
  - **Daily purchase limit** is the maximum U.S. dollar amount of purchases (including cash back, if any) that can be debited from your account.
    1. In certain circumstances, we may allow debit card transactions that exceed your daily purchase limit.
    2. If your daily purchase limit is more than $99,999, you may ask that the merchant process multiple transactions to complete a purchase above this amount.

- **Limits for your card**: We provide you your daily ATM withdrawal and purchase limits when you receive your card. You can confirm your card’s daily limits by calling us at the number listed in the “How to reach Wells Fargo” section, or by viewing them on the Profile page in the Account Activity tab in online banking.

- **Changes to your card limits**: We may, without telling you, change your daily purchase or ATM withdrawal limit based on account history, activity, and other factors.

- **Definition**: For purposes of the daily limits only, a “day” is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is made in another time zone, it will be processed when we receive it.

- **Other limits**
  - There is generally no limit on the number of times the card may be used each day as long as the applicable daily ATM withdrawal limit and daily purchase limit are not exceeded and there is a sufficient available balance in any combination of your linked deposit accounts accessed for withdrawal.
    - If the ATM transaction or purchase would create an overdraft on the linked account, we may, in our sole discretion, take any of the actions described in the section of the Agreement titled “Available balance, posting order, and overdrafts.” The availability of deposits for withdrawal is described in the funds availability policy.
Debit cards and ATM cards

- When we approve a transaction or purchase, we call that an “authorization.” We may limit the number of authorizations we allow during a period of time (e.g., if we notice out-of-pattern use of your card, suspected fraudulent or unlawful activity, or internet gambling). For security reasons, we cannot explain the details of the authorization system. If we do not authorize the payment, we may notify the person who attempted the payment that has been refused. We will not be responsible for failing to give an authorization.

**Illegal transactions**

You must not use your card or account for any illegal purpose or Internet gambling. You must not use your card or account to fund any account that is set up to facilitate Internet gambling. We may deny transactions or authorizations from merchants who are apparently engaged in or who are identified as engaged in the Internet-gambling business.

**Using your card through a mobile device**

A “mobile device” means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your card or card number (“electronic card information”) and use that electronic card information to make card transactions.

When you use your card with your mobile device for transactions:

- mobile carriers may charge you message and data rates, or other fees
- your card information is sent across wireless and computer networks
- information about your mobile device may be transmitted to us
- you should secure the mobile device the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it.
- Please notify us promptly if your mobile device containing electronic card information is lost or stolen.

When you use your card with your mobile device for transactions, third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may 1) use and receive electronic card information, and 2) receive information about your mobile device.

If you have enrolled in an Overdraft Protection plan, the terms of that plan will apply to card transactions made through a mobile device. If there are insufficient available funds under the plan to cover the amount of the overdraft, or if you do not have an Overdraft Protection plan, a card transaction made through a mobile device will be considered to be a one-time debit card transaction. Please see the section “Available balance, posting order, and overdrafts” for additional information.

We may, at any time, partially or fully restrict your ability to make card transactions through a mobile device. If you want to remove electronic card information from your mobile device, please contact Wells Fargo National Business Banking Center 1-800-CALL-WELLS (1-800-225-5935).

**Visa Account Updater service**

If you give your debit card number to a merchant with authorization to bill it for recurring payments, and your debit card number or expiration date changes, you should notify the merchant with your new card information. We subscribe to the Visa Account Updater Service (VAU Service) and provide updated card information to the VAU Service. If a merchant participates in the VAU Service, that merchant will receive the updated card information.

Changes to your card number due to reported fraud will not be provided to the VAU
Debit cards and ATM cards

Service. Because not all merchants subscribe to the VAU Service, we recommend you notify each merchant of your new card number and/or expiration date to ensure your payments continue uninterrupted.

Authorization holds for card transactions

For all card purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your card when we obtain an authorization request. We refer to this temporary hold as an “authorization hold.” The funds subject to the hold will be subtracted from your available balance.

We can place an authorization hold on your account for up to 3 business days (or for up to 30 business days for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment within the time allowed, we will release the authorization hold. This means your available balance will increase until the transaction is submitted for payment by the merchant and posted to your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you will spend. If this happens, we must honor the prior authorization and will pay the transaction from your account. For example, a restaurant submits the authorization request for your meal before you add a tip. You should record and track all of your transactions closely to confirm your available balance accurately reflects your spending of funds from the account linked to your card.

Stop payments on purchases, changes to recurring payments

Stop payments cannot be requested on one time purchases made using a business debit card. If a cardholder has told a merchant or other billing entity in advance to make recurring debits to his or her card, the cardholder can stop any of these debits by contacting the merchant or other billing entity directly to cancel or discontinue any scheduled or recurring bill payment. Some merchants require an advance notice to discontinue scheduled or recurring payments, so we recommend a cardholder allow sufficient advance time for any changes to his or her payment service.

Transactions outside the United States

If a card is used to make an ATM withdrawal or a purchase outside the United States, the network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (e.g., Visa, MasterCard) in U.S. dollars.

Ending your card use

The card is our property. We may cancel your card at any time without notice to you. You may cancel your card at any time by writing to us at the address provided in your account statement. If the account is closed or the card is cancelled, you will immediately destroy the card(s) and, upon request, tell us in writing that the card(s) has been destroyed. If requested, you must immediately return the card(s) to us. If the card is cancelled, you must pay for any card transactions made before the card is cancelled.

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Debit cards and ATM cards

Zero Liability protection (card transactions only)

Your card comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your card or card number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your card or card number.

If you notify us about the unauthorized transaction within 60 days of when the first account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the account.

If you notify us about the unauthorized transaction after 60 days, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholders has contributed to the transaction in question.

The following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- by a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- by a person you have authorized to use your card, even if that person has exceeded the authority you gave;
- a merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation;
- that resulted from inadequate internal control in your organization.

If you suspect that your card has been lost or stolen, or that an unauthorized transaction has been made with the card or the card number issued to you, notify us as soon as possible by calling Wells Fargo National Business Banking Center at 1-800-CALL-WELLS (1-800-225-5935) or the number listed on your account statement. The sooner you notify us, the sooner we can protect the linked accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined above.
Phone Bank Services

How do we verify your identity when you call?
If you have an assigned PIN (for business ATM card, debit card, or PIN only account use), we use your PIN to confirm your identity to allow you to use the automated phone bank system.
If a PIN has not been assigned or if you do not use the automated phone bank system, we will ask for and use a variety of information to verify your identity.

Are we allowed to cancel your PIN?
Yes, we may cancel your PIN at any time without notice. If you use a PIN that is not associated with a card, you must use it at least once every 6 months to ensure we do not cancel your PIN due to inactivity.

How can I change my PIN?
If you do not know your PIN, you may change your PIN at a banking location or by calling Wells Fargo National Business Banking Center at 1-800-CALL-WELLS (1-800-225-5935) to request the mailing of a new randomly selected PIN.
If you know your PIN, you may use the automated phone system or ATM to change your PIN.

Authorization
You authorize us to comply with any request of a caller using Wells Fargo’s telephone banking services, including without limitation a request to transfer funds between or among your accounts, provided we authenticate the caller in compliance with one of the security procedures described above.

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Termination of electronic banking privileges

All of your electronic banking privileges will be terminated if your account is closed. Wells Fargo, you, or an authorized signer may terminate specific electronic banking services without closing your account. A service may be terminated by calling or writing Wells Fargo at the number or address provided in the Business Account Fee and Information Schedule or on the statement for your account.
Funds transfer services

The following terms and conditions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers. As used in these terms and conditions, a funds transfer does not include a transaction made using a Wells Fargo issued card. Examples of covered funds transfers are a preauthorized automatic transaction (ACH) like your car or mortgage payment, and wire transfers.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an “ACH”), and Clearing House Interbank Payments System (CHIPS).

Notice of receipt of funds

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

Reliance on identification numbers

If an instruction or order to transfer funds describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous, and you will notify us of the facts within a reasonable time not exceeding 14 days after you have received notice from us that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders (e.g., an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order. You could lose the funds if you provide incomplete or inaccurate information.
Funds transfer services

ACH transactions

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

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

Under the ACH Rules, the Bank can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day the Bank posts the entry to your account. In order for the Bank to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. If you do not timely notify us of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.
## How to reach Wells Fargo

### Wells Fargo accepts Telecommunications Relay Services calls.

<table>
<thead>
<tr>
<th>Service</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo Business Online®</td>
<td>Visit <a href="https://wellsfargo.com/biz">wellsfargo.com/biz</a> or call 1-800-956-4442</td>
</tr>
<tr>
<td>Account assistance/customer inquiry (National Business Banking Center)</td>
<td>1-800-CALL-WELLS (1-800-225-5935)</td>
</tr>
<tr>
<td>Spanish-speaking customers</td>
<td>1-877-337-7454</td>
</tr>
<tr>
<td>TTY/TDD for deaf and hard-of-hearing customers</td>
<td>1-800-877-4833</td>
</tr>
<tr>
<td>Wells Fargo Mobile®</td>
<td>Visit <a href="https://wellsfargo.com/biz/online_banking">wellsfargo.com/biz/online_banking</a> or call 1-866-863-6762</td>
</tr>
<tr>
<td>Customers outside the U.S.</td>
<td>Visit <a href="https://wellsfargo.com/help/international-access-codes">wellsfargo.com/help/international-access-codes</a> to view a list of our International Access Codes.</td>
</tr>
</tbody>
</table>

For all other accounts, please refer to your statement for contact information.