

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WELLS FARGO MERCHANT SERVICES, L.L.C., FOR DEBIT/CREDIT CARD PROCESSING FOR THE FINANCE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8601 – AWARDED TO WELLS FARGO MERCHANT SERVICES, L.L.C., IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$10,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for debit/credit card processing for the Finance Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP</u> <u>NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8601	Wells Fargo Merchant Services, L.L.C.	\$10,000,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2024.

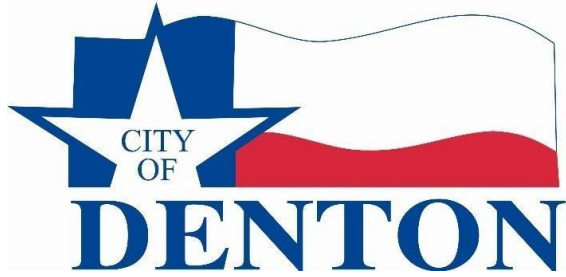
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn*



DocuSign City Council Transmittal Coversheet

RFP	8601
File Name	Merchant Services Card Processing
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**RENEWAL AMENDMENT TO CONTRACT BETWEEN
CITY OF DENTON, TEXAS AND WELLS FARGO MERCHANT SERVICES, LLC
(Contract #8601)**

This Renewal Amendment to Contract (Contract 7436) (this **Amendment**) is entered into between the City of Denton, Texas (**City**) and WELLS FARGO MERCHANT SERVICES, LLC (**Supplier**).

Background

The City and Supplier have previously entered into Contract (7436), as amended (the **Agreement**). Initially capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. The parties desire to amend the Agreement as follows:

1 Effective Date and Amended Contract Number

The terms of this Amendment are effective as of the latest date in the signature block. Except as amended herein, the parties remain subject to the terms and conditions in the Agreement. Pursuant to the Amendment, the Agreement will be renumbered from Contract 7463 to Contract 8601.

2 Contract Term

Section (#3) of Exhibit A will be deleted and replaced in its entirety with the following:

It is the intention of the City of Denton to award a contract for a five (5) year period.

The Contract shall commence upon the issuance of a Notice of Award/Issuance of Purchase Order by the City of Denton. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months beyond the original 5-year term. The Amendment shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year.

3 Fee Schedule

Amendment includes:

- Exhibit D-1 Wells Fargo Merchant Services Terms & Conditions WFB 0920C ("Terms and Conditions");
- Exhibit D-2 Updated Wells Fargo Merchant Services Pricing Terms Schedule (Pricing Terms);
- Exhibit D-3 Service Fee Addendum; and
- Exhibit D-4 Wells Fargo Payment Gateway Pricing;

This Attachment shall supersede Exhibit D in its entirety.

4 Total Contract Amount

The contract total for the continued services shall not exceed \$10,000,000.

5 Solicitation

Exhibit B will be deleted and replaced in its entirety with the following document:

City of Denton’s RFP 8601 (except to the extent Contractor took specific exceptions in the Contractor’s Proposal) (Exhibit:”B” on file at the Office of the Purchasing Agent)

Exhibit E will be deleted and preplaced in its entirety with the following document:

Exhibit E – Wells Fargo Response to City of Denton RFP for Merchant Service Card Processing

6 Insurance

Exhibit F “Insurance Requirements” will be replaced in it entirety with the attached Exhibit F “Insurance Requirements.”

Confirmation of Agreement

This Amendment (together with all exhibits attached hereto) constitutes the entire agreement between the parties regarding the matters of this Amendment and supersedes all prior and contemporaneous agreements and understandings regarding the matters of this Amendment. In the event of a conflict between this Amendment and the Agreement as it relates to the matters of this Amendment, the terms of this Amendment will control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect, and likewise apply to this Amendment.

Authorized Signatures:

“CITY”

“SUPPLIER”

CITY OF DENTON, TEXAS

WELLS FARGO MERCHANT SERVICES, LLC

By: _____

Signed by:
By: Stacey Anderson

Name: _____

18220B33EDAC4AB...
Name: Stacey Anderson

Title: _____

Title: VP, Merchant Services Sales Manager

Date: _____

Date: 10/31/2024

ATTEST:

LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

DocuSigned by:
B Marcella Lunn
4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

Signed by: *Jessica J Williams* Jessica J Williams
57D4C9696F2F43B...
SIGNATURE PRINTED NAME

Chief Financial officer

TITLE

Finance

DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____

SARA HENSLEY

CITY MANAGER



Exhibit D1

Confirmation Page

This Confirmation Page documents your acceptance of the Agreement. The following information summarizes portions of the Agreement in order to assist you in answering some of the questions most commonly asked.

- **Your fees for certain Services** set forth in this Agreement are based on the interchange rates set by the Card Organization. Any transactions that fail to qualify at your anticipated interchange levels will be charged an additional fee.
- **We may debit your bank account** for amounts owed to us.
- **Chargebacks** may occur for many reasons. When they occur we will debit your settlement funds or Settlement Account. For more details refer to the Operating Rules.
- **If you dispute any charge or funding**, you must notify us within 60 days of the date of the merchant statement with the disputed charge or funding.
- **The Agreement limits our liability to you** as described in the Terms and Conditions and applicable Schedules.
- **We have assumed certain risks** by agreeing to provide you with the Services. To mitigate our risk we may terminate the Agreement, hold monies otherwise payable to you, or take other actions as permitted in the Agreement.
- **By entering into the Agreement** you are authorizing us to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us are satisfied.

Bank’s contact information: Wells Fargo Bank, N.A., PO Box 6079, Concord, CA 94524 or call 1-800-451-5817

Important bank responsibilities:

- the only Entity approved to extend acceptance of Card Organization products directly to a merchant;
- must be a principal (signer) to the Agreement;
- responsible for educating merchants on pertinent Visa and Mastercard Rules with which merchants must comply, but this information may be provided to you by Processor;
- responsible for and must provide settlement funds to the merchant; and
- responsible for all funds held in reserve that are derived from settlement.

Important merchant responsibilities:

- ensure compliance with cardholder data security and storage requirements;
- maintain fraud and chargebacks below Card Organization thresholds;
- review and understand the terms of the Agreement;
- comply with Card Organization Rules and applicable law and regulations; and
- keep a signed copy of this Confirmation Page.

Your IRS filing name: City of Denton

By signing below, you acknowledge that you have received the Application, the Terms and Conditions (version WFB0920c), the Operating Rules (version WFB0920), this Confirmation Page and Schedules all of which are incorporated into the Agreement. You represent and warrant that (a) all information provided in the Application is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of yours; and (b) the persons signing the Application and this Confirmation Page are authorized to bind you to all provisions of the Agreement. You accept the Agreement and agree to comply with all its terms. Upon our receipt of the signed Confirmation Page, the Application for merchant processing services will be reviewed. You understand that the Application is subject to our approval. A copy of the Terms and Conditions is available at wellsfargo.com/termscustom0920 and the Operating Rules is available at wellsfargo.com/operatingrules.

Authorized signer (please sign above)

Title

Printed name of authorized signer

Date



Exhibit D - 3

Service Fee Addendum To Wells Fargo Merchant Services Agreement

This addendum (the "Addendum") to the Merchant Services Agreement, which includes the Program Guide, the Merchant Application, and all Schedules and Attachments thereto or incorporated therein (the "Agreement") is entered into on the last date signed below (the "Effective Date") between **Wells Fargo Merchant Services, L.L.C.** and **Wells Fargo Bank, N.A.** (collectively, "Wells Fargo") and **City of Denton** ("Client").

WITNESSETH:

WHEREAS, Client, as a merchant accepting certain electronic payments, would like to receive the Service Fee Services (as described below) from Wells Fargo; and

WHEREAS, Wells Fargo desires to provide the Service Fee Services subject to the certain terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained in this Addendum, the parties hereby agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Agreement.
2. **Service Fee.** As such term is used herein, Service Fee shall mean the fee charged by Wells Fargo, on behalf of Client, to Customers conducting Eligible Transactions (as described herein, as applicable) with Client and operating in certain designated merchant category codes ("MCCs"). For the avoidance of doubt, fees referred to as a "service fee" or "convenience fee" (in the context of the MCCs described herein) as used in the applicable Card Organization Rules, where the fee is processed as a separate Transaction from the underlying purchase or payment Transaction, are included within the definition of, and are referred to herein, as a "Service Fee."
3. **Service Fee Services.**
 - 3.1 If Client uses a platform/gateway provided by Wells Fargo Bank N.A. under a separate agreement to accept cardholder payments, Wells Fargo agrees to charge Service Fees as outlined in the Schedule A, Cardholder Service Fee Schedule, attached to this Addendum, on behalf of Client to Client Customers for Eligible Transactions (the "Service Fee Services"), in each case provided that Client is in compliance with the Card Organization Rules and any applicable laws, including the Electronic Fund Transfer Act and Regulation E. If Client uses a platform/gateway not provided by Wells Fargo Bank N.A. to accept cardholder payments, Client is responsible for calculating and submitting Service Fees amount (as outlined in the Schedule A) to Client Customers for Eligible Transactions. Client will be provided with a Wells Fargo Merchant Services owned merchant identification number ("MID") to be used for Service Fee processing. Client may only use the Wells Fargo Merchant Services owned MID for cardholder transactions related to the Service Fee Services.
 - 3.2 The Service Fees outlined in Schedule A, are based upon assumptions associated with the anticipated

annual volume by card types, average transaction size, Client's method of doing business and the Card Organization fees and other pass-through type fees as of the Effective Date of this Addendum. If the actual volume by card types or the actual transaction size is not as expected or if Client significantly alters its method of doing business, subject to Client's right to terminate as described in Section 9.2, Wells Fargo may adjust the Service Fees upon 30 days' notice to Client.

3.3 The Service Fees may also be adjusted upon 30 days' notice to Client to reflect changes in fees imposed by the Card Organization, the Card Issuer, or other pass-through costs.

3.4 Additionally, Wells Fargo may immediately terminate the Services and the Service Fee Services if Client's Chargeback rates in any monthly period equal or exceed one percent (1%) of the total dollar value of incoming items to Wells Fargo. Pursuant to this Addendum, Wells Fargo will receive and retain the Service Fee collected, on behalf of Client, in connection with Eligible Transactions and will use the Service Fee to pay regular per transaction fees and fees and/or costs for the Processing Services provided by Wells Fargo with respect to such Transactions among other expenses.

4. **Eligible Transactions.** The parties agree that the Service Fee shall only apply in connection with the following "Eligible Transactions" as defined by the assigned Merchant Category Code (MCC).

- [9311—Tax Payments - Government Agencies]
- [9222—Fines - Government Administrative Entities]
- [9211—Court Costs, Including Alimony and Child Support - Courts of Law]
- [9399—Misc. Government Services]
- [8220—College Tuition]
- [8211—Elementary and Secondary Schools]
- [8244—Business]
- [8249—Trade Schools]

Requires Approval prior to Implementation.

- [6513—(Apartment Rental Services)- AMEX Only]
- [8050—(Long Term Care) – Mastercard/VISA/Discover]

Some Acquirers classify LTC (Nursing Homes) under Apartment Rental Services. WFMS requires the MCC of 8050 on Visa, Mastercard and Discover even if AMEX is registered as 6513.

5. **Required Documentation.** Client must provide Wells Fargo with the necessary documentation to facilitate Wells Fargo's registration of Client in the service fee programs of the applicable Card Organizations. In addition, and subject to Wells Fargo's approval (such approval not to be unreasonably withheld), Client agrees to provide full and accurate disclosure of the Service Fee to Cardholders (the "Fee Disclosure"). Without limiting the foregoing, the Fee Disclosure by Client shall at a minimum (i) disclose the Service Fee to the Cardholder prior to the completion of the Transaction, (ii) disclose that the Service Fee will be collected by a third party (iii) give the Cardholder the option to cancel the Transaction if the Cardholder does not wish to pay the Service Fee, (iv) comply with all applicable law, rules and/or regulations, and (v) the service fee MID will (a) be registered as "WF4_CLIENT NAME*SERVICE FEE"¹, (b) comply with Card Organization Rules for character length and naming convention, and (c) be used as the descriptor on the cardholder statement and include the Client customer support phone number for inquiries related to the principal and service fee transaction. Any changes to the Fee Disclosure or other processes of Client pertaining to Service Fees shall be subject to the approval of Wells Fargo, provided that such approval shall not be withheld or delayed. Client assumes all responsibility for the Fee Disclosure.

1. Wells Fargo is limited to 9 characters for CLIENT NAME and may abbreviate or truncate.

6. **Application.** The Service Fee shall apply in the same amount regardless of the Credit Card or signature Debit Card type accepted for payment of a given Eligible Transaction within a particular payment channel. This requirement does not apply to payments made by ACH, cash, or check. The Service Fee must not be advertised or otherwise

communicated by Client as an offset to the merchant discount rate.

7. **Voided Transactions.** If Client voids an underlying Eligible Transaction, the associated Service Fee must be voided as well. If Client processes a refund for an underlying Eligible Transaction, Client must disclose to Customers that Service Fees are non-refundable. Merchants that desire to charge Service Fees will be assigned separate Merchant IDs ("MIDs") for use in connection with Eligible Transactions and related Service Fees. MIDs assigned for use with Eligible Transactions and/or Service Fees may not be used to process Transactions that are not Eligible Transactions.

8. **Customer Support and Transaction Management.** The Client will provide customer phone support for all inquiries related to the Eligible Transaction and the Service Fee transaction. Chargeback management and defense shall be facilitated and managed by the Client including for the service fee account. Notwithstanding the foregoing, however, Client shall cooperate with Wells Fargo in the management of Chargebacks, and for any other necessary management of Service Fee transactions as requested by Wells Fargo. Such cooperation shall include, without limitation, providing supporting documentation related to Eligible Transactions and/or Service Fee transactions.

9. **Termination.**

9.1 Wells Fargo may terminate this Addendum and the Service Fee Services immediately upon (i) termination of the Agreement, (ii) a material breach of this Addendum, (iii) failure to comply with Sections 3 and 4 of this Addendum or (iv) where such termination is required by an applicable Card Organization. In addition, Wells Fargo may terminate this addendum and the Client Service Fee Services for its convenience with 30 days written notice.

9.2 Client may, by providing at least 30 days prior written notice, terminate this Addendum without penalty in the event Wells Fargo provides Client with a notice of any new or increases in the existing Service Fees as proved in Section 3.2.

9.3 Upon termination of this Addendum, Client agrees to pay any remaining fees or expenses related to Wells Fargo's provision of the Service Fee Services.

10. Client **Representations and Warranties.** Client represents and warrants that under Texas law, Bank is permitted to collect a Service Fee for Eligible Transactions on behalf of Client as set forth in this Addendum during the term of this Addendum. Client further represents that under Texas law the Service Fee under this Addendum may be applied to any type of Card transaction, including without limitation Credit Card and Debit Card transactions at all times during the term of this Addendum.

11. Except as otherwise amended hereby, all other terms and conditions in the Agreement remain unchanged, are hereby ratified and shall apply in all respects to the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Addendum as of the ____ day of ____ 202_ ("Effective Date").

City of Denton

By: _____

Title: _____

Print Name: _____

Date: _____



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Exhibit E



City of Denton

Merchant services card processing

July 17, 2024

Submitted by:

Nicholas London
Relationship Manager
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nicholas.london@wellsfargo.com

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Treasury Management Sales Consultant
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Steven Le
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Scotty Trogon
eReceivables Consultant
336-529-9871
scotty.trogdon@wellsfargo.com



Nicholas London
Relationship Manager

Wells Fargo Bank, N.A.
1445 Ross Ave.
43rd Floor
Dallas, TX 75202

July 17, 2024

Christina Dormady
City of Denton
901-B Texas St.
Denton, TX 76209

Dear Christina,

Wells Fargo is pleased to present our response to the City of Denton's (the City's) Request for Proposal (RFP) for Card Processing Services. As your current merchant services provider, we value our business relationship and are well-positioned to continue serving your card processing needs.

In our response, we demonstrate how our combination of local relationship management, industry experience, and national product leadership addresses your current needs while providing recommended service enhancements and strategic solutions for the future.

We appreciate the opportunity to present our qualifications and look forward to further discussions with the City.

Sincerely,

A handwritten signature in black ink that reads "Nicholas London".

Nicholas London
Relationship Manager

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WELLS FARGO

Executive summary

Today's card acceptance environment is evolving at a constant pace. As the industry moves toward a fully seamless and instantaneous payment experience, the City needs a merchant services provider that can support card acceptance through a variety of channels that are scalable, configurable, and compatible with future innovations.

By issuing your RFP, you've made clear your intention to work with a consultative merchant services provider that best reflects your financial goals, values, and strategic direction.

Solving problems with the right solutions

Your needs, along with similar customers, guide our approach to online payments. Flexible technology, secure systems, robust reporting tools, and responsive consultative support are priorities for many organizations that accept electronic payments. With our solutions and services, you can meet a range of payment acceptance needs:

- Accept payments through various channels to include online, in-person, mobile apps, and telephone
- Choose turnkey or customizable integration options to include virtual terminals, secure acceptance, and application programming interfaces (APIs)
- Use technologies that help you reduce risk and meet Payment Card Industry Data Security Standards (PCI DSS) requirements: data encryption, tokenization services, and fraud management tools
- Reconcile transactions conveniently with access to our online reporting tools or automatically upload information to your enterprise resource planning (ERP)
- Get answers to your questions. Your dedicated merchant services relationship manager provides responsive support when you need it

Focusing on what matters most to you

We recognize there are many providers competing for your business. However, we strongly believe that we're well qualified to be your merchant services partner because we prioritize the things that matter most to you. Here are some of the areas where we strive to differentiate ourselves from our competitors.

Service fees

Our service fee program, which applies only to card payments, allows you to charge a service fee for qualified government and education merchant category code payments processed through our payment gateway.*

* Please note that there may be state law requirements and implications that govern the use of service fees; you should consult with your legal counsel to better understand your obligations under applicable law.

WELLS FARGO

Guidance through the complexities

You'll continue to have a dedicated merchant services relationship manager, Steve Le, who provides one-on-one support and makes recommendations to help you navigate the card ecosystem with confidence. Steven, along with our team of payments experts and technology specialists, is here to help you improve your efficiency, optimize your cash flow, reduce your fees, and solve problems quickly so you can deploy your internal resources more efficiently and strategically.

Empowering through education

In addition to providing day-to-day support, Steven will present formal business reviews to provide key insights about your card processing activity and to educate you about methods designed to help: improve efficiency, optimize cash flow, and potentially reduce expenses. They work together with a dedicated team of payment experts, technology specialists, and merchant advocates.

Your dedicated relationship team

- **Relationship manager, Nicholas London:** Nicholas will meet with the City on a regular basis, coordinate internal experts to provide solutions, resolve any of your concerns, and take responsibility for your satisfaction.
- **Treasury consultant, Lia Givens:** Lia leads your treasury management team and provides customized solutions that make your financial processes easier and more efficient.
- **eReceivables Consultant, Scotty Trogdon:** Scotty recommends card-processing solutions to fulfill the City's various needs.
- **Merchant Services Relationship Manager, Steven Le:** Steven consults with you to provide strategic business decisions for your card-acceptance environment and can escalate issues on your behalf.

Advanced data security and fraud protection

We offer a full slate of tools to help combat card-present and card-not-present risks wherever you accept payments: online, at the point of sale, in your customer service center, or in your back office. These security tools, combined with one-on-one guidance from our payments and security experts, help you maintain PCI DSS compliance and potentially limit your risk exposure.

Our role as a card processor, a card issuer, and an acquiring bank with extensive treasury management capabilities means that we have people, resources, and technologies committed to helping you protect your data and card transactions from end to end.

Consolidated receivables

Our role as a card processor, a card issuer, and an acquiring bank with extensive treasury management capabilities, gives us a multi-faceted perspective on all areas of the receivables experience. Working with a single resource for merchant services and treasury management solutions to integrate your receivables could help you reduce the time, effort, and expense of managing multiple financial services relationships.

WELLS FARGO

As a merchant services provider that's part of a bank offering treasury management services, we can help deploy mobile payments, launch an omnichannel solution, or accept online orders from around the world. Even small changes to how you present, pay, and post your transactions may make a big impact on your efficiency, your working capital, and your customers' experience with you.

Faster access to your funds

Strong working capital management is important. With Wells Fargo, you can optimize your cash flow with as soon as next business day funding to your qualified Wells Fargo commercial deposit account, improving your working capital. Our online platform gives you a convenient tool to manage your Wells Fargo accounts in one place.

Serving your industry

Government Banking

Your merchant services needs are unique to the government sector. That's why we have a team dedicated to delivering merchant services solutions to government entities. These team members are well-versed in the product and program options that could help you meet your cost and compliance objectives. With opportunities like service fees to help offset interchange expenses for online payments, and earnings credits on account balances to offset the cost of payment technologies, we can help you unlock the value of card payments.

A seamless implementation

Because Wells Fargo is your current merchant services provider, the City has implemented most of the required services requested in your RFP. As a result, we can focus attention on fine-tuning your existing structure. We can get to work right away to enhance your services without the time-consuming process of initial account opening, compliance, due diligence, and full implementation activities.

Should the City decide to add new services, your dedicated implementation consultant will oversee the implementation, help ensure the services operate correctly, and help your staff have confidence in your new services from the very first day. We'll also create a customized implementation schedule that outlines the roles and responsibilities for all Wells Fargo and the City resources.

Continuing the conversation

Wells Fargo appreciates the opportunity to work with the City on this important initiative. Our relationship is based not only on simply providing services, but also on delivering insight and working with you as true strategic advisor. As you continue through this RFP process, we look forward to further discussions about how our proposed solutions can take the City from where you are today to where you want to be in both the short and long-term.

WELLS FARGO

Scope of work and specifications

Please attach a sample monthly statement.

We provide a sample statement in Tab C of the Appendix.

- 1. List any other applicable card charges, including information on discount rates, large ticket, level 3, government rates, and MasterCard/Visa/Discover utility rates, also monthly maintenance, statement, software, and minimum transaction fees. Only the credit/debit card charges listed on Attachment B and in this section will be acceptable in the monthly statement of charges.**

Please refer to Tab A of the Appendix section for a detailed pricing proposal.

WELLS FARGO

Proposal Requirements

1. Describe how phoned credit card transactions will be handled.

Since we're proposing backend processing, you will need to consult with your front-end solution provider to identify this functionality.

2. Describe in detail how the City of Denton's processing program will be operated on a day-to-day basis. Provide transaction flow diagrams whenever possible.

Through our online merchant portal, you can continue to:

	Reconcile transactions with your internal systems
	Reconcile with your deposit account
	Analyze transaction detail for all card types
	Conduct sales audits
	Manage processing fees
	View historical information for analysis

3. Identify all subcontracts to be used for these services and what procedures will be used to monitor quality.

We do not use subcontractors for our services.

4. Explain what back-up procedures will be established in the event of a problem at the City of Denton and with the Respondent.

Processing system

Our processing partner, First Data, uses both local backup and redundant systems, which are housed in separate locations from the primary systems.

Local backup

Depending on the application's recovery time objective, First Data uses one of the following backup strategies.

Electronic

Throughout the day, systems are backed up to a storage area network at a First Data disaster recovery site.

WELLS FARGO

Tape

Systems are primarily backed up using automated replication at the alternate data center and secondarily using tape replication stored with a professional records management vendor located near, but at a safe distance from, the production location.

Redundant systems

First Data supports redundant network paths for load balancing and hot failover. Therefore, although performance may be impacted if one path fails, the systems will continue processing.

Authorization systems include hot backup to allow recovery to separate locations. Authorizations are processed simultaneously at the primary and disaster recovery locations. In the event of the loss of either site, processing transparently fails over to the alternate site.

5. Describe Respondent's capability to meet the following requirements for Internet, POS, and MOTO activity.

a. AAVS and CVVI verification required.

We support major card brand verification codes, including CVV2 (Card Verification Value 2), CVC (card verification code), CID (card identification number), and CVN (Card Verification Number).

b. Daily batch settlements based on Central Standard Time (CST). Funds must be available the same day, preferred, or next day. Deposits to the City's bank accounts must be made daily and must reflect daily batch settlement totals and location identifier dictated by City.

If you meet the established cutoff times and your transactions settle to a Wells Fargo commercial deposit account,¹ you will typically receive funds as soon as the next business day² for the following cards:

- Visa®
- Mastercard®

If you settle transactions for these cards to another financial institution, your funds are typically available in two business days.²

Funds availability for other card types, such as American Express® and Discover Network (including Union Pay, Diners Club and JCB) depend on the contractual arrangements that the City has with specific card issuers.

1. Merchant Services are provided by Wells Fargo Merchant Services L.L.C. and Wells Fargo Bank, N.A.

Wells Fargo Merchant Services L.L.C. does not offer deposit products, and its services are not guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or any other governmental agency. When you use a Wells Fargo Bank deposit account for settlement or other Merchant Services purposes, you must use a Wells Fargo Bank commercial deposit account. Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Merchant Services are subject to application, credit review of the business and its owners, and approval.

2. For ACH deposits, projected funding may vary. The actual time could be longer depending on the financial institution's status with the Federal Reserve.

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c. Must provide on-line reporting services allowing viewing capabilities of all transactions by Merchant Identification Number (MID) and if available by cashier. Service must allow exporting and downloading of all transactions and reports for the City.

Acknowledged. Through our online merchant reporting portal, you can access reports that help you:

	Reconcile transactions with your internal systems
	Reconcile with your deposit account
	Analyze transaction detail for all card types
	Conduct sales audits
	Manage processing fees
	View historical information for analysis

You can also view snapshots of processing activity and access other merchant account documents.

Merchant reporting

Creating reports

You can access a wide variety of reports. The system prompts you to enter the specific criteria and data elements you're looking for; and it suggests the appropriate reports based on your input. You can then customize the standard reports by choosing only the data elements you want to include. You can also change the order of the data elements.

The reports include those we describe in the following tables. We have included samples of some of these reports in the Appendix section of our proposal.

Sales and funding reports

Report name	Description
Transaction Summary	Summary information by location and transaction type
Transaction Listing	Details of processed, rejected, and refund transactions by location
Batch Summary	Summary information by batch processed
Bank Deposit Summary	Summary of bank deposits processed
Expanded Bank Deposit Summary	Summary of bank deposits by location
Bank Deposit Adjustment Summary	Summary of adjustments affecting the bank deposit
Bank Deposit Adjustment Detail	Detailed adjustment information

WELLS FARGO

Report name	Description
Funding Reconciliation Summary	Summary of funded transactions
Funding Reconciliation Detail	Details of funded transactions
Card Type Summary	Summary information for each card type
Today's Bank Deposits	Summary of bank deposits by card type
Sales by BIN	Monthly sales activity summary for Visa and Mastercard; reflects the sales ratio by issuer BIN and name
Exchange Rates	Exchange rates for Visa and Mastercard by currency code and currency name
Refunds to Sales Analysis Summary	Summary of refunds by location; includes percent of refunds to overall sales
Unmatched Refunds	Details of refunds with non-matching account for sales that exceed an amount your user defines for a specified date range plus 60 days
Invalid Data Summary	Summary of approved authorizations not cleared or reversed

Authorization reports

Report name	Description
Authorization Summary	Monthly merchant authorization activity summary for Visa and Mastercard; reflects the sales ratio by issuer BIN and name
Authorization Listing	Details of authorizations by location
Decline Code Reason Summary	Summary of original responses from the card issuer by issuing bank and response code
Decline Code Reason Detail	Details of original responses from the card issuer by response code
Issuer Response Summary	Summary of original response codes by card type
Multi-Authorization Summary	Summary of authorizations for the same card within a three-minute timeframe on the same day
Multi-Authorization Detail	Details of authorizations for the same card within a three-minute timeframe on the same day; grouped by cardholder number and location.
Real Time Authorization History*	Details of current day authorizations
Real Time Batch Summary*	Current day batch summary information
Real Time Card Type Summary*	Summary of current day activity by card type
Real Time Search*	Details of current day activity based on search criteria that you enter into the system

* You can run these reports within 60 seconds after an authorization request takes place. The reports include current day authorization activity, and up to the previous seven days of authorization activity, depending on the date range you enter.

WELLS FARGO

Report format options and availability

You can manually download reports in CSV, Excel, JSON, and Parquet formats*, or you can schedule reports for email delivery or delivery to a report mailbox within our reporting system.

* Format availability is based on report.

Prior day activity is usually available in manually downloaded reports after 7:00 a.m. Pacific Time. Scheduled reports, which you can request for daily, weekly, monthly, quarterly, or annual delivery, are typically delivered by 8:00 a.m. Pacific Time the business day after the requested end date.

Grouping report information

You can view and group information by locations, and by their relationship to each other. You can also create groups based on the following criteria:

Merchant ID (MID)	Doing business as name (DBA)	City
State	Postal code	Country

You can then schedule reports for each group. The system will deliver each report by email to one or more email addresses that you designate.

Accessing historical information

If you need information from a previous period, you can pull a report using a specified date range. We store historical detail, summary, and authorization information in our system going back to January 2019. Settlement, funding, and dispute information is stored from January 2020.

Snapshots of processing information

You can access overviews of weekly processing information and disputed transactions.

Weekly Overview

This is a snapshot of activity for the prior seven days, including submitted transactions, adjustments, and bank deposits. You can expand to view details of bank deposits and submitted sales by card type or date. Information can be viewed in either lists, or graphs depending on the information provided.

Disputes Overview

This overview displays a quick view of:

- Wins and losses: Total dollar amount of wins, losses, and pending cases
- Disputes: Total number of outstanding, reversed, and closed
- Top dispute reasons by percentage

You can view historical dispute activity in each category and expand from the overview to see additional details when you need to research an item. Dispute details can also be viewed through additional search options.

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Other available documents

You can access your monthly merchant statements and 1099 forms through our merchant reporting portal.

d. Must provide chargeback information by an on-line application.

To respond to disputes, you can use our online dispute management service, which is available through the online portal.

Dispute management service

When you use our online dispute management service, available through our merchant reporting portal, you can view and manage sales disputes, including both chargebacks and retrievals. You can quickly respond to a dispute online, and the system will record the exact date and time of your response. This helps ensure that you can meet the stated deadlines, without the uncertainty associated with mailed or faxed responses.

Through the system, you can:

- View retrieval and disputes, including alerts and acknowledgments
- Upload documentation related to disputes
- Add notes and images that you can use for internal the City communications
- Dispute or accept chargebacks
- Indicate that a credit was issued to the cardholder
- Let us know that you're responding to the dispute outside of the system
- Download dispute information for analysis or to use for internal reporting

The dispute management service is for U.S. dollar (USD) transactions only. To view and manage disputes for your transactions that fund in foreign currencies, you'll access a separate online system that has similar functionality.

There are no additional costs to use our dispute management service.

eResponse file

Our data file management service includes an option called eResponse,* which is a daily file that integrates directly with your financial system. The file allows you to review dispute and retrieval information and then send responses back in one bulk file or in batches. The eResponse file would only send you items that need to be descisioned and is based on disputes from online merchant reporting. You would then respond with "win," "lose," or "more information needed."

* Additional fees apply for this service.

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e. Must provide internet gateway service.

Wells Fargo Payment Gateway

Our payment gateway service provides:

	A single source for multiple payment options
	Tools designed to help you reduce transaction risk and manage fraud*
	Reporting and reconciliation services

* Available as supplemental features. Additional fees apply.

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

* Standard gateway fees apply. Additional fees may apply for optional services.

Accept multiple payment types

You may potentially increase sales and customer satisfaction by accepting a variety of payment types. With our payment gateway, you can accept:

Card payments	Additional payment types
<ul style="list-style-type: none">• Major credit cards• Debit cards• Corporate and purchasing cards	<ul style="list-style-type: none">• Electronic check (eCheck) payments• Digital payment types<ul style="list-style-type: none">• Apple Pay®• Google Pay™• Samsung Pay• Visa Checkout®• PayPal Express

Apple, the Apple logo, Apple Pay, Apple Watch, Face ID, iPad, iPad Pro, iPhone, iTunes, Mac, Safari, and Touch ID are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Wallet is a trademark of Apple Inc. The App Store is a service mark of Apple Inc.

Android, Chrome, Google Pay, Google Pixel, Google Play, Wear OS by Google, and the Google Logo are trademarks of Google LLC.

Samsung, Samsung Pay, Galaxy S (and other device names) and Samsung Knox are trademarks or registered trademarks of Samsung Electronics Co., Ltd. Other company and product names mentioned may be trademarks of their respective owners.

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Receive your funds as soon as the next business day

If your card transactions* and digital payments are processed through our gateway and settled by 9:00 p.m. Pacific Time, funds can be available in your Wells Fargo commercial deposit account as soon as the next business day.¹

For eCheck transactions, you can choose a cutoff time of 2:00 p.m. Pacific Time 5:00 p.m. Pacific Time for next business day funding to your Wells Fargo commercial deposit account.^{2,3}

1. USD Visa, Mastercard, and Discover card transactions only. American Express transactions settle in one to three business days depending on your contract with American Express.

2. Merchant Services are provided by Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A.

Wells Fargo Merchant Services L.L.C. does not offer deposit products, and its services are not guaranteed or insured by the FDIC or any other governmental agency. When you use a Wells Fargo Bank deposit account for settlement or other Merchant Services purposes, you must use a Wells Fargo Bank commercial deposit account. Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Merchant Services are subject to application, credit review of the business and its owners, and approval.

3. You choose the cutoff when we implement your service.

6. Describe how Respondent will notify payer of the dollar amount of all payments and obtain the payer's approval (electronic or otherwise) of such payments prior to initiating credit and/or debit authorizations.

Your front-end point-of-sale (POS) solution will determine this functionality. We can continue to integrate with your existing setup to process your card transactions on the backend.

7. Describe how Respondent will provide payers with electronic confirmation of payment transactions.

Your front-end POS solution will determine this functionality. We can continue to integrate with your existing setup to process your card transactions on the backend.

8. Explain how the Respondent will handle notification and dispute of chargebacks for the City of Denton.

The cardholder dispute process differs depending on the card issuer. Cardholders work directly with their respective credit card companies to resolve disputes.

Merchants

When we receive a dispute for the City, we will send you notification and debit your account. When you receive our notification, you must respond to let us know you accept the chargeback; or you can dispute the chargeback by sending a rebuttal.

Disputing a chargeback

To initiate a dispute, the City would continue to send a rebuttal. The rebuttal must include legible copies of the sales records, which could include the original sales draft, and any applicable agreements or order forms. The sales records should include*:

- Last four digits of the card number and name
- Date of original sale

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- Total amount of the sale
- Date of authorization and approval code
- Description of goods and services
- Case number on each document

You should also provide:

- A dated cover letter detailing the reasons for requesting a review of the dispute
- The total dispute amount
- Supporting documentation such as an address verification service (AVS) code, delivery confirmation, or any correspondence with the cardholder

* Our dispute system allows for one rebuttal submission per dispute. You must submit all rebuttal documents at the same time. The issuer will use your first rebuttal submission as the dispute case.

In addition, if you've already issued a credit to the cardholder, you must send a copy of the credit record, including the date and the amount that you credited the cardholder account.

If we receive your documentation within the required timeframe, and the card issuer approves the chargeback, we'll return the item to the card issuer. If the issuer accepts the dispute reversal, we will credit your account for the amount of the dispute.

How you receive and respond to chargebacks

Online dispute management

You can view and respond to dispute notices online. If you are rebutting the chargeback, you can upload copies of the sales records and any other pertinent documentation. The system will record the exact date and time of your response.

File transmission



You can receive and respond to disputes using a file transmission. With this method, you can respond to multiple disputes at one time, and provide any required document images electronically. We will send you a file acknowledgment within four hours to confirm that we received your response file.

Fax and mail

Depending on your account setup, you may also have the ability to receive retrieval requests through regular mail and fax. For dispute notifications, regular mail is available, but not fax.

9. Describe how Respondent will electronically transmit all card transactions to the appropriate card processing center, in real time, as the transactions occur, and balance and reconcile electronically captured transactions on a daily basis.

Through our online merchant reporting portal, you can access reports that help you:

	Reconcile transactions with your internal systems
	Reconcile with your deposit account

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	Analyze transaction detail for all card types
	Conduct sales audits
	Manage processing fees
	View historical information for analysis

You can also view snapshots of processing activity and access other merchant account documents.

Merchant reporting

Creating reports

You can access a wide variety of reports. The system prompts you to enter the specific criteria and data elements you're looking for; and it suggests the appropriate reports based on your input. You can then customize the standard reports by choosing only the data elements you want to include. You can also change the order of the data elements.

10. Describe how Respondent will retain credit authorization logs and transaction records for such period of time as required by applicable law and the rules, regulations and operation procedures of the respective card organizations, and records shall contain the following information: transaction type, date and time of transaction, City account number, City existing location identifier and card's truncated account number and expiration date, card holder's name, dollar amount of transaction and approval code.

To access transaction-level detail, you can use our online merchant reporting system. With the online system, you can access historical information about sales, refunds, and disputes. We store historical detail, summary, and authorization information in our system going back to January 2019. Settlement, funding, and dispute information is stored from January 2020.

11. Telephone Lines and Internet

a. None of the peripherals used in any solution will use a conventional telephone line to process transactions; all transactions will be handled over the internet. In the event that internet processing is unavailable, transactions will be queued for processing at such time as internet connectivity is restored. This queuing process may be manual or integrated into the software (preferred). Provide an explanation of how face-to-face credit card transactions can be authorized and then processed later in the Respondent software.

Your front-end POS solution will determine this functionality. We can continue to integrate with your existing setup to process your card transactions on the backend.

WELLS FARGO

12. Training and Reference Manuals

a. It is the Respondent's responsibility to ensure that the City of Denton staff is thoroughly trained before the program launch will be considered final. Describe the requirements for installing and using the equipment. Include explanations of time, skill, and resource requirements. Describe any manuals, videos, or other materials that will be provided, if possible, provide samples.

Because Wells Fargo is your current merchant services provider, the City has implemented most of the required services requested in your RFP. As a result, we can focus attention on fine-tuning your existing structure. We understand your business, fully appreciate your needs and goals in relation to merchant services and have a working relationship with your treasury team. We can get to work right away to enhance your services without the time-consuming process of initial account opening, compliance, due diligence, and full implementation activities.

Should you decide to add new services, your dedicated implementation consultant will oversee the implementation, help ensure the services operate correctly, and help your staff have confidence in your new services from the very first day. They will also create a customized implementation schedule that outlines the roles and responsibilities for all Wells Fargo and City resources.

13. Escalation Procedures.

a. Indicate what procedures are in place in the event that a problem with the program needs to be brought to the attention of the Respondent's management. This applies to both the implementation process and for situations that may occur once the program is fully operational.

You'll continue to have a dedicated merchant services relationship manager, Steven Le, who will be your primary contact for day-to-day merchant processing support.

Your merchant services relationship manager will proactively touch base with you regularly and can provide onsite business reviews, as needed (contingent upon health safety guidelines).

Merchant services relationship managers are available during normal weekday business hours, typically from 9:00 a.m. to 5:00 p.m. in each time zone.

Processing system

For questions related to our processing system, you can call the 24-hour service center toll-free for assistance with research requests and general inquiries.*

* Availability exclusive of unplanned outages.

Issue escalation

When appropriate, customer support teams will engage with and escalate to technical, operations, and product contacts to help resolve problems.

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b. City requires a dedicated merchant representative be assigned as its first point of contact to assist with day-to-day operations and research.

Available during business hours, Steven will:

- Assist you in adding new locations or services
- Provide timely industry updates and advance notification of changes in card network regulations and fee structures
- Schedule a thorough business review, at least annually, or more frequently as needed according to a mutually agreed upon schedule
- Review your payment processing activity and make suggestions to help you achieve processing efficiencies, including managing interchange expense
- Provide initial and ongoing PCI compliance education

14. Implementation

a. Implementation of new vendor and/or equipment may be necessary. Please provide a project schedule for transition.

Because Wells Fargo is your current merchant services provider, the City has implemented most of the required services requested in your RFP. As a result, we can focus attention on fine-tuning your existing structure. We understand your business, fully appreciate your needs and goals in relation to merchant services and have a working relationship with your treasury team. We can get to work right away to enhance your services without the time-consuming process of initial account opening, compliance, due diligence, and full implementation activities.

Should you decide to add new services, your dedicated implementation consultant will oversee the implementation, help ensure the services operate correctly, and help your staff have confidence in your new services from the very first day. They will also create a customized implementation schedule that outlines the roles and responsibilities for all Wells Fargo and City resources.

15. Respondent may also provide an explanation illustrating the appropriate options for the City to recuperate some or all card processing fees. The City has not determined if passing card processing fees to the card holder will be reinstated immediately but could be an option within this contract's five-year term.

Please refer to Tab A of the Appendix for our pricing information.

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Additional Service Requirements

- 1. Provide City of Denton, at no cost, with logos, graphics, and other appropriate marketing materials for citizen communication in English and Spanish throughout the term of the contract. Including decals for doors and windows for all City buildings.**

If you decide to open additional accounts, you will receive a complimentary welcome kit that includes a card payment network entitlements decal. We do not provide promotional funds or advertising allowances for our Merchant Services.

- 2. Provide City of Denton with monthly reports (in a mutually agreed upon format) summarizing use of the services for the applicable reporting period.**

Sample report must be included in this proposal.

Through our online merchant reporting portal, you can access reports that help you:

	Reconcile transactions with your internal systems
	Reconcile with your deposit account
	Analyze transaction detail for all card types
	Conduct sales audits
	Manage processing fees
	View historical information for analysis

You can also view snapshots of processing activity and access other merchant account documents.

Merchant reporting

Creating reports

You can access a wide variety of reports. The system prompts you to enter the specific criteria and data elements you're looking for; and it suggests the appropriate reports based on your input. You can then customize the standard reports by choosing only the data elements you want to include. You can also change the order of the data elements.

The reports include those we describe in the following tables. We have included samples of some of these reports in the Appendix section of our proposal.

WELLS FARGO

Sales and funding reports

Report name	Description
Transaction Summary	Summary information by location and transaction type
Transaction Listing	Details of processed, rejected, and refund transactions by location
Batch Summary	Summary information by batch processed
Bank Deposit Summary	Summary of bank deposits processed
Expanded Bank Deposit Summary	Summary of bank deposits by location
Bank Deposit Adjustment Summary	Summary of adjustments affecting the bank deposit
Bank Deposit Adjustment Detail	Detailed adjustment information
Funding Reconciliation Summary	Summary of funded transactions
Funding Reconciliation Detail	Details of funded transactions
Card Type Summary	Summary information for each card type
Today's Bank Deposits	Summary of bank deposits by card type
Sales by BIN	Monthly sales activity summary for Visa® and Mastercard®; reflects the sales ratio by issuer BIN and name
Exchange Rates	Exchange rates for Visa and Mastercard by currency code and currency name
Refunds to Sales Analysis Summary	Summary of refunds by location; includes percent of refunds to overall sales
Unmatched Refunds	Details of refunds with non-matching account for sales that exceed an amount your user defines for a specified date range plus 60 days
Invalid Data Summary	Summary of approved authorizations not cleared or reversed

Authorization reports

Report name	Description
Authorization Summary	Monthly merchant authorization activity summary for Visa and Mastercard; reflects the sales ratio by issuer BIN and name
Authorization Listing	Details of authorizations by location
Decline Code Reason Summary	Summary of original responses from the card issuer by issuing bank and response code
Decline Code Reason Detail	Details of original responses from the card issuer by response code
Issuer Response Summary	Summary of original response codes by card type

WELLS FARGO

Report name	Description
Multi-Authorization Summary	Summary of authorizations for the same card within a three-minute timeframe on the same day
Multi-Authorization Detail	Details of authorizations for the same card within a three-minute timeframe on the same day; grouped by cardholder number and location.
Real Time Authorization History*	Details of current day authorizations
Real Time Batch Summary*	Current day batch summary information
Real Time Card Type Summary*	Summary of current day activity by card type
Real Time Search*	Details of current day activity based on search criteria that you enter into the system

* You can run these reports within 60 seconds after an authorization request takes place. The reports include current day authorization activity, and up to the previous seven days of authorization activity, depending on the date range you enter.

Disputes reports

Report name	Description
Retrievals Summary	Summary of retrievals by location
Retrievals Listing ¹	Details of retrieval cases by status, date and retrievals requiring a response
Retrievals Analysis ¹	Retrieval statistics (count, amount, and percent) of fulfilled, open, and expired retrievals by reason code
Chargebacks Summary ²	Number of fraud related disputes by dispute reason code by location, includes: <ul style="list-style-type: none"> • Number of 01/79 disputes by card type and location • Number of disputes by card type and reason code • Summary of disputes that have been reversed to the issuer by card type and reason code
Chargebacks Listing	Details of dispute cases by status and date
Chargebacks Analysis ³	Dispute statistics for the following: <ul style="list-style-type: none"> • Received from issuer • Items that we reversed to issuer on your behalf • Resubmitted or reversed to issuer by the City • Debited to the City
Issuer Chargeback to Sales Summary	Statistics based on the following ratios: <ul style="list-style-type: none"> • Disputes to total sales volume by location • Disputes to the total corporate sales volume • Issuer bin of current month disputes to prior month sales volume
Issuer Chargeback to Sales Detail	Statistics by issuer BIN based on ratio of current month disputes to prior month sales volume

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Report name	Description
Excessive Risk Summary³	Summary statistics based on the ratio of current month disputes to prior month sales volume
Excessive Risk Detail³	Detailed statistics based on the ratio of current month disputes to prior month sales volume

1. Includes media and dispute retrievals.
2. Includes auto-represented disputes.
3. Includes first disputes only.

Rate analysis reports

Report name	Description
Non-Qualification Summary	Summary of billbacks to total sales, by location and by date
Non-Qualification Detail	Details of transactions that did not clear at the qualified rate; includes the level at which they cleared and the reason they didn't clear at the qualified rate
Qualification Summary	Summary of interchange classification by: <ul style="list-style-type: none"> • Date • Transaction type (sales, refunds, chargebacks, reversals) • Corporate structure • Standard industrial classification (SIC) code on submitted transactions
Qualification Detail	Detail of interchange classification by: <ul style="list-style-type: none"> • Date • Location • Number and dollar amount of transactions cleared in each interchange category • Interchange expense

IRS/Tax Manager reports

Report name	Description
Gross Reportable Sales Detail	Gross reportable sales for each MID for the hierarchy selected
Gross Reportable Sales Summary	Gross reportable sales summary for each MID for the hierarchy selected
Backup withholding Federal and State detailed summary	Backup withholding Federal and State detail for each merchant ID for the hierarchy selected
Backup withholding tracking detail	Backup withholding tracking detail based on field selected
Backup withholding tracking summary	Backup withholding tracking summary
B notice/CP2100 notification detail	Provides site level detail information
Tax validation information detail	Tax validation information detail:

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Report name	Description
	<ul style="list-style-type: none"> • Tax filing name • 1099K/ Statement address • Communication ID

Report format options and availability

You can manually download reports in CSV, Excel, JSON, and Parquet formats*, or you can schedule reports for email delivery or delivery to a report mailbox within our reporting system.

* Format availability is based on report.

Prior day activity is usually available in manually downloaded reports after 7:00 a.m. Pacific Time. Scheduled reports, which you can request for daily, weekly, monthly, quarterly, or annual delivery, are typically delivered by 8:00 a.m. Pacific Time the business day after the requested end date.

Grouping report information

You can view and group information by locations, and by their relationship to each other. You can also create groups based on the following criteria:

MID	Doing business as name (DBA)	City
State	Postal code	Country

You can then schedule reports for each group. The system will deliver each report by email to one or more email addresses that you designate.

Accessing historical information

If you need information from a previous period, you can pull a report using a specified date range. We store historical detail, summary, and authorization information in our system going back to January 2019. Settlement, funding, and dispute information is stored from January 2020.

Snapshots of processing information

You can access overviews of weekly processing information and disputed transactions.

Weekly Overview

This is a snapshot of activity for the prior seven days, including submitted transactions, adjustments, and bank deposits. You can expand to view details of bank deposits, and submitted sales by card type or date. Information can be viewed in either lists, or graphs depending on the information provided.

WELLS FARGO

Disputes Overview

This overview displays a quick view of:

- Wins and losses: Total dollar amount of wins, losses, and pending cases
- Disputes: Total number of outstanding, reversed, and closed
- Top dispute reasons by percentage

You can view historical dispute activity in each category and expand from the overview to see additional details when you need to research an item. Dispute details can also be viewed through additional search options.

Other available documents

You can access your monthly merchant statements and 1099 forms through our merchant reporting portal.

3. Provide internet payment service in both English and Spanish.

We have bilingual personnel that speak a variety of languages throughout our customer service organization and call centers. In addition, we use the services of the AT&T Language Line. This provides our representatives with immediate, online interpretation and translation in 140 languages.

4. Red Flag Act Rules and Fair & Accurate Credit Transactions (FACT) Act. The Respondent is required to comply with the Red Flag Rules and the FACT Act. The Respondent must ensure that all nonpublic personal customer identity information provided by the City remain confidential by maintaining safeguards for the information received. The Respondent will not disclose or use such information for any purpose other than is reasonably necessary to fulfill the purpose for which such information was provided by the City or otherwise permitted by applicable laws. A signed service provider acknowledgement must be completed in conjunction with the Respondent Services Contract.

Please refer to Tab D of the Appendix for our RFP disclosures.

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System Requirements

1. Point of Sale (POS) processing terminals for handling check verification/guarantee and batching and/or debit/credit card authorizations are to be connected to existing Microsoft Windows-based desktop computers through standard peripheral connections, such as COM or USB (Preferred). The terminal peripherals would utilize software present on the computer, either an installed software client or a web-browser-based control interface, to communicate via the internet with the Respondent's host system for purposes of communicating transaction information at the point of purchase. Respondent software would provide for receipt printing of all transactions, with capability to re-print receipts. Software interface must be capable of handling both check/card-present, and check/card-not-present transactions and associate each with the correct fee schedule.

Acknowledged.

2. Transaction data will need to be captured and cataloged according to the following hierarchy: City of Denton >> Department >> Location >> Operator >> Batch ID. Reporting capabilities will need to be provided to allow the City to research and reconcile transactions passing through the Respondent. This reporting should be web-based, and accessible in real-time. Transaction data should be captured either locally on City provided database and hardware platforms or remotely at the Respondent's location as long as reporting needs are effectively met.

Acknowledged.

3. Point of Sale Equipment

a. Please list any hardware/software requirements for this service and the costs to replace existing hardware/software. Please list financing options or other replacement considerations Respondent may desire to propose to the City. The City currently utilizes: Ingenico Lane 7000, Ingenico iSC250, Ingenico Link 2500, Magtek Dynapads and IDTech SRED Keypad2.

We recommend the City continue using your existing POS system.

b. Debit/Credit Card Terminal – Industry standard hardware utilizing 3-track magnetic stripe reader, EMV chip reader, integrated PIN pad and display unit with COM or USB (Preferred) connectivity to interface with current Microsoft Windows-based desktop computer. Terminal must be EMV capable and contact/contactless/ NFC capable. Terminal should have the ability to be placed within the customer's reach for transaction processing so as to afford the customer the added security benefit of card retention. Terminal display

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would be programmed with all relevant customer prompts and responses so as to minimize cashier instruction.

We recommend the City continue using your existing POS system.

c. Receipt Printer – Industry standard thermal printer hardware using Parallel, COM or USB (preferred) communication to connect to current Microsoft Windows-based desktop computer. Receipt would provide the following information for all transactions: City logo or name, department, address, phone number, operator, transaction date and time, card holder’s name, last four digits of card used, transaction amount, approval code, other City required data, and signature line. City currently uses Epson TM-T120 and TM-T88V printers.

We recommend the City continue using your existing POS system.

4. Software Updates

a. The City expects that software “bugs” will be addressed within a reasonable and fair time frame under the basic maintenance agreement held with the Respondent. A software “bug” is defined as a glitch, anomaly, or other reproducible condition that materially affects the proper operation of the software as designed and prevents the City from using the software as intended.

Since we're proposing backend processing, you will need to consult with your front-end solution provider to identify this functionality.

b. The City may request additional features or functionality during the duration of the contract. City and Respondent will agree whether these enhancements constitute a material change above and beyond what is covered under the standard maintenance agreement for the software. In the event that the changes represent a billed-for service, the City will have the option to purchase the enhancement and incorporate the ongoing support for that enhancement as part of the standard maintenance agreement.

Acknowledged.

c. Respondent is responsible for ensuring that their software functions on current mainstream desktop computers. This includes hardware not to exceed 4 years in age, and the current public release of the Microsoft Windows desktop operating system for business and professional use with all required security patches installed. If the client software is deployed in a browser, it must be compatible with the current retail release of Microsoft Internet Explorer (Internet Explorer II) with all required security patches installed. It is the Respondent’s responsibility, under the terms of the maintenance agreement, to resolve issues arising from the application of critical Microsoft patches that may interfere with the proper operation of the Respondent’s software.

Acknowledged. We provide our account agreements and service descriptions in Tab E of the Appendix.

WELLS FARGO

d. City is expected to be notified with in thirty (30) days of and have access to new releases of software free of charge under the terms of the annual maintenance agreement.

Acknowledged. We provide our account agreements and service descriptions in Tab E of the Appendix.

5. Reporting Requirements

a. The City of Denton will require on-line access to daily funding notices, daily open batches, daily batch reports, exception items, historical batches/transactions, and weekly and month-end summary reports. The daily funding notice; must also be e-mailed each day. The City of Denton has a tiered account structure and reports, and transaction information must be accessible within each tier and by its existing location identifiers.

Acknowledged.

b. For this proposal, describe the contents and distribution frequency of all the reports that will be provided to the City of Denton. Sample reports must be included in the proposal.

You can manually download reports in CSV, Excel, JSON, and Parquet formats*, or you can schedule reports for email delivery or delivery to a report mailbox within our reporting system.

* Format availability is based on report.

Prior day activity is usually available in manually downloaded reports after 7:00 a.m. Pacific Time. Scheduled reports, which you can request for daily, weekly, monthly, quarterly, or annual delivery, are typically delivered by 8:00 a.m. Pacific Time the business day after the requested end date.

6. Operations and Technical Support Requirements

a. The processing system provided must be fully automated and easy to use. Describe in detail how the program will be operated on a day-to-day basis. Additionally, explain what back-up procedures will be established for each item.

Reporting capabilities include online access to standard (preformatted) reports, as well as the option to receive a file transmission of report data.

Online reports

Through our online reporting system, you can access more than 30 standard reports. Report categories include:

- Authorization reports
- Dispute reports
- Rate analysis reports
- IRS/Tax Manager reports

WELLS FARGO

You can also access specific reports for the following unsuccessful transactions:

- Current day declined authorization requests (available in real time)
- Declined authorization requests
- Rejected transactions
- Retrieval requests
- Disputes

We update unsuccessful transaction data daily in our online merchant reporting

Backup

Our processing partner's business continuity planning includes both data center and work area recovery. The recovery processes for the authorization systems include hot backup to allow recovery to separate locations. Post-authorization or settlement systems recover to dedicated disaster recovery sites in Omaha, Nebraska and Chandler, Arizona.

Some work area recoveries and departments, such as call centers, have site redundancy. Other high priority departments recover within 24 hours to designated First Data locations.

These plans are proprietary and documented. Procedures are tested every calendar year.

7. Supplies/Equipment

a. It is critical that the Respondent provide the City of Denton with the necessary equipment and supplies for this program. Describe the entire process in detail and include:

i. What equipment/supplies will be needed?

ii. Who should order them and how?

iii. From whom and where they are to be ordered?

iv. What time schedules should be used for placing orders?

v. City prefers an equipment swap program with the Respondent to sustain adequate business flow when equipment fails. Provide details regarding replacement of non-functioning equipment within warranty or expired. Please list the costs to replace existing hardware/software. List financing options for new equipment and replacement considerations Respondent may desire to propose to the City.

Since we're proposing backend processing, you will need to consult with your front-end solution provider to identify the devices required for in-person payments.

8. Error Detection

a. It is important that the Respondent does everything possible to identify errors for the City of Denton. Describe actions the Respondent will take to identify and correct errors? Include how different errors will be handled such as interchange rates, late daily

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settlements, etc. City desires electronic notification of errors. Please advise methods for notifying the City of Denton of these errors and advise what level of support front line custodians will be provided during all business hours.

Our processing system is designed to identify and reject duplicate sales transactions that occur on the same day, and duplicate transactions over a rolling 30-day period.

The system does not identify or reject duplicate refund transactions.

9. Signage

a. Identify the requirements regarding card brand or other signage and formats for posting and mail-in forms. Please describe as much of this information as possible.

Since we're proposing backend processing, you will need to consult with your front-end solution provider to identify marketing material options.

10. Chargebacks and Copy Requests

a. The City of Denton expects to maintain transaction copies. Please explain requirements that must be followed regarding these receipts and the penalties for not doing so. Explain how the Respondent will handle any copy requests or chargebacks for the City of Denton. City prefers an on-line dispute process. The City of Denton expects the Respondent to fully represent its position in the event of any type of dispute with one of the card companies.

Acknowledged. The cardholder dispute process differs depending on the card issuer. Cardholders work directly with their respective credit card companies to resolve disputes.

Merchants

When we receive a dispute for the City, we will send you notification and debit your account. When you receive our notification, you must respond to let us know you accept the chargeback; or you can dispute the chargeback by sending a rebuttal.

Disputing a chargeback

To initiate a dispute, the City would continue to send a rebuttal. The rebuttal must include legible copies of the sales records, which could include the original sales draft, and any applicable agreements or order forms. The sales records should include*:

- Last four digits of the card number and name
- Date of original sale
- Total amount of the sale
- Date of authorization and approval code
- Description of goods and services
- Case number on each document

WELLS FARGO

You should also provide:

- A dated cover letter detailing the reasons for requesting a review of the dispute
- The total dispute amount
- Supporting documentation such as an AVS code, delivery confirmation, or any correspondence with the cardholder

* Our dispute system allows for one rebuttal submission per dispute. You must submit all rebuttal documents at the same time. The issuer will use your first rebuttal submission as the dispute case.

In addition, if you've already issued a credit to the cardholder, you must send a copy of the credit record, including the date and the amount that you credited the cardholder account.

If we receive your documentation within the required timeframe, and the card issuer approves the chargeback, we'll return the item to the card issuer. If the issuer accepts the dispute reversal, we will credit your account for the amount of the dispute.

How you receive and respond to chargebacks

Online dispute management

You can view and respond to dispute notices online. If you are rebutting the chargeback, you can upload copies of the sales records and any other pertinent documentation. The system will record the exact date and time of your response.

File transmission

You can receive and respond to disputes using a file transmission. With this method, you can respond to multiple disputes at one time, and provide any required document images electronically. We will send you a file acknowledgment within four hours to confirm that we received your response file.

Fax and mail

Depending on your account setup, you may also have the ability to receive retrieval requests through regular mail and fax. For dispute notifications, regular mail is available, but not fax.

Appendix

Pricing	Tab A
Sample reports.....	Tab B
Sample statement.....	Tab C
Disclosures	Tab D
Account agreements and service descriptions	Tab E

Authorizations – Real-time Auth

REPORTS

- Authorizations
- Overview
- At-A-Glance
- Decline Reasons
- Decline Details Analysis
- Retry/Referral Analysis
- Top Sites
- Site/Card Activity
- Amount Distribution
- Generic Analysis
- Search
- Audit Search
- Network Routing
- PaySecure
- uCom
- Commerce Hub
- Gift Card
- IPG
- Settlement

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Authorizations / Search Help

Select Fields
Account #, ...

Date Range
10/11/2023 - 10/11/2023

From Time
Select

To Time
Select

Time Zone
America/New_York

Online Transaction Indicator
Online Server Txn

1000+ rows fetched

Edit
Save
Schedule
Download

	Approval Status	Type	Txn Date & Time	Account #	Card Expiry Date	Amount	Auth Currency	Network	Payment Method	Decline Reason	Auth Code
+	Approved	Pre Auth Request	10/11/2023 11:51:06 AM	601100XXXXX8980	08/27	0.00	USD	Discover	Mobile & ECommerce		01189R
+	Approved	Pre Auth Request	10/11/2023 11:51:08 AM	443045XXXXX9734	09/26	0.00	USD	Visa	Manual		011073
+	Approved	Pre Auth Request	10/11/2023 11:51:17 AM	490070XXXXX9990	10/28	0.00	USD	Visa	Manual		263537
+	Approved	Purchase	10/11/2023 11:51:22 AM	536081XXXXX0555	11/26	106.24	USD	Mastercard	Credential on File		41205P
+	Declined	Pre Auth Request	10/11/2023 11:51:36 AM	453641XXXXX6008	01/29	0.00	USD	Visa	Manual	Invalid Transaction	
+	Approved	Pre Auth Request	10/11/2023 11:51:44 AM	433477XXXXX9547	05/28	0.00	USD	Visa	Manual		011656
+	Approved	Pre Auth Request	10/11/2023 11:51:47 AM	377260XXXXX2010	03/26	0.00	USD	American Express	Manual		221842
+	Approved	Pre Auth Request	10/11/2023 11:51:52 AM	424094XXXXX0752	12/27	0.00	USD	Visa	Manual		043278
+	Approved	Pre Auth Request	10/11/2023 11:52:06 AM	514377XXXXX1856	09/26	0.00	USD	Mastercard	Mobile & ECommerce		23EB2R
+	Approved	Pre Auth Request	10/11/2023 11:52:06 AM	427082XXXXX1322	01/27	0.00	USD	Visa	Manual		011688
+	Approved	Pre Auth Request	10/11/2023 11:12:08 AM	372724XXXXX2083	03/25	0.00	USD	American Express	Manual		220135
+	Approved	Pre Auth Request	10/11/2023 11:12:06 AM	440066XXXXX4944	06/28	0.00	USD	Visa	Manual		01842D
+	Approved	Pre Auth Request	10/11/2023 11:12:12 AM	414709XXXXX7927	04/28	0.00	USD	Visa	Manual		06368D
+	Approved	Pre Auth Request	10/11/2023 11:12:13 AM	372729XXXXX2015	05/28	0.00	USD	American Express	Manual		253573
+	Approved	Pre Auth Request	10/11/2023 11:10:44 AM	435546XXXXX1018	07/27	0.00	USD	Visa	Manual		008115
+	Approved	Pre Auth Request	10/11/2023 11:10:47 AM	410039XXXXX3296	06/25	0.00	USD	Visa	Manual		00000C

Authorizations – Decline Reason Code Summary

REPORTS

- Authorizations
- Overview
- At-A-Glance
- Decline Reasons
- Decline Details Analysis
- Retry/Referral Analysis
- Top Sites
- Site/Card Activity
- Amount Distribution
- Generic Analysis
- Search
- Audit Search
- Network Routing
- PaySecure
- uCom
- Commerce Hub
- Gift Card
- IPG
- Settlement

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Authorizations / Generic Analysis / CLX Training - Decline Reason Code Summary Help

Group By 1
Decline Reason

Group By 2
Site ID (FE)

Group By 3
Card Issuer Bin

Group By 4
Network

Group By 5
Link Response

Group By 6
Auth Currency

Delete Report
GO

Subtotals
 Group By - Sort ?
 Compare

Date Range
 10/10/2023 - 10/10/2023

From Time
 Select

To Time
 Select

Auth Currency: USD
 Approval Status: Unknown, Declined
 Type: Purchase, Pre Auth Co...
 Online Transaction Indicator: Online Server Txn

showing 1,000 of 7,781 rows fetched

Edit Print Save Schedule Download

Decline Reason	Site ID (FE)	Card Issuer Bin	Network	Link Response	Auth Currency	# of Txns	# of Approved Txns	Amount	Approved Am
Insufficient Funds	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	517805	Mastercard	51	USD	2,382	0	59,542.39	
Insufficient Funds	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	4081386 (19-99)	Pulse	51	USD	959	0	23,003.82	
Insufficient Funds	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	4081386 (19-99)	Visa	51	USD	43	0	838.71	
Insufficient Funds	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	440393 (44-54)	Pulse	51	USD	512	0	9,199.10	
Insufficient Funds	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	440393 (44-54)	Visa	51	USD	443	0	6,799.94	
Insufficient Funds	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	408138 (530-608)	Pulse	51	USD	568	0	11,485.44	
Totals						44,072		1,131,349.31	

Settlement – Transaction Detail Listing

Settlement

- Overview
- At-A-Glance
- Top Sites
- Amount Distribution
- Purchasing Line Item
- Addenda Search
- Qualification
- Network Fraud Alert
- Debit Suspense
- Sales to Refunds
- FANF Summary
- APM Billing
- Generic Analysis
- Search
- Funding
- Disputes
- Fees
- TeleCheck
- IRS/Tax Manager
- Reconciliation

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Settlement / Search
Help

Select Fields

Account #, ...

Date Range

10/10/2023 - 10/10/2023

GO

Network Status

All Transactions

Analysis Date

Settlement Date

1000+ rows fetched

Edit

Save

Schedule

Download

Site ID (BE)	External ID	Site Name	Txn Date	Batch Date	Record Date	Funded Date	Batch No.	Batch Sequence ID	Invoice Number	Product Code	Network	Account #
372793590889	0004455677	LAIKA ONLINE	10/09/2023	10/10/2023	10/10/2023		100814005231	0005283883	K19K0JXPV35K	MASTERCARD	Mastercard	517805XXXXX6964

Site ID (BE):	372793590889	External ID:	0004455677	Site Name:	LAIKA ONLINE
Txn Date:	10/09/2023	Batch Date:	10/10/2023	Record Date:	10/10/2023
Funded Date:		Batch No.:	100814005231	Batch Sequence ID:	0005283883
Invoice Number:	K19K0JXPV35K	Product Code:	MASTERCARD	Network:	Mastercard
Account #:	517805XXXXX6964	Account #(First 6):	517805	Account #(Last 4):	6964
Processed Currency:	USD	Processed Sales Amount:	15.00	Submitted Sales Amount:	15.00
Transaction Type:	Purchase	Transaction Status:	Processed	Reject Reason:	00
Payment Method:	Mobile & ECommerce	Auth Code:	08044P	Mobile Wallet:	Non Mobile Wallet
Acquirer Reference Number:	52704873283838005	Merchant Category:	Fast Food Restaurants (5814)	EC Indicator:	No ECI Provided
Processor:	North	Transaction Mode:	Manual	Cardholder Number:	4
Marker ID:	895	Visa Transaction ID:	064604099734226	Tran UID:	PTCT2328344838231010080806000924
Batch UID:	PTCB2328344838231010080806000000	Auth Type:	Unknown Transaction	AVS Flag:	0
AVS Description:	Not Provided	Batch Description:	5	Card Expiration Date:	0226
Transaction Time:	1459000000	Bank Net Reference Number:	MWEPOYBIQ	Pinless Flag:	Unknown
Pinless Indicator:	Unknown	Reject Reason Code:	N/A	Acquirer:	Not Applicable
ACI Indicator:	Non Incremental Authorizations	Partial Authorization Indicator:	Not Supported	Network Status:	Valid Transaction

Settlement – Batch Summary

- Settlement
- Overview
- At-A-Glance
- Top Sites
- Amount Distribution
- Purchasing Line Item
- Addenda Search
- Qualification
- Network Fraud Alert
- Debit Suspense
- Sales to Refunds
- FANF Summary
- APM Billing
- Generic Analysis
- Search
- Funding
- Disputes
- Fees
- TeleCheck
- IRS/Tax Manager

Settlement / Generic Analysis / CLX Training - Batch Summary Help

Group By 1
Site ID (BE)

Subtotals

Group By 2
Batch No.

Measures
Sales Count, ...

Group By 3
Terminal ID

Group By 4
Txn Date

Group By 5
Batch Date

Group By 6
Funded Date

+ Delete Report GO

Group By - Sort ? Compare

Date Range
10/01/2023 - 10/07/2023

Analysis Date
Settlement Date

Processed Currency
USD

384 rows fetched

Edit Print Save Schedule Download

Site ID (BE) 1 ↑	Batch No. 2 ↑	Terminal ID 3 ↑	Txn Date 4 ↑	Batch Date 5 ↑	Funded Date 6 ↑	Sales Count	Processed Sales Amount	Refund Count
LAIKA ONLINE <small>Address: 1900 Abbey Rd CHARLOTTESVILLE VA 22911 Site ID: 372793590889 Alt ID: 0004455677</small>	010811525257	001	09/30/2023	10/01/2023	10/02/2023	153,809	2,552,385.00	2
LAIKA ONLINE <small>Address: 1900 Abbey Rd CHARLOTTESVILLE VA 22911 Site ID: 372793590889 Alt ID: 0004455677</small>	010811525257	001	10/01/2023	10/01/2023	10/02/2023	902	14,579.00	0
LAIKA ONLINE <small>Address: 1900 Abbey Rd CHARLOTTESVILLE VA 22911 Site ID: 372793590889 Alt ID: 0004455677</small>	020814585252	001	10/01/2023	10/02/2023	10/03/2023	137,322	2,262,218.00	2
LAIKA ONLINE <small>Address: 1900 Abbey Rd CHARLOTTESVILLE VA 22911 Site ID: 372793590889 Alt ID: 0004455677</small>	020814585252	001	10/02/2023	10/02/2023	10/03/2023	1,936	30,905.00	0
LAIKA ONLINE <small>Address: 1900 Abbey Rd CHARLOTTESVILLE VA 22911 Site ID: 372793590889 Alt ID: 0004455677</small>	030815125248	001	10/02/2023	10/03/2023	10/04/2023	153,451	2,141,013.00	6
LAIKA ONLINE <small>Address: 1900 Abbey Rd CHARLOTTESVILLE VA 22911 Site ID: 372793590889 Alt ID: 0004455677</small>	030815125248	001	10/03/2023	10/03/2023	10/04/2023	1,810	30,127.00	0
Totals						2,308,957	41,355,165.43	4,365

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Funding – Bank Deposit Summary

Funding / Generic Analysis / CLX Training - Bank Deposit Summary									
Group By 1		Group By 2		Group By 3		Subtotals		Measures	
Funded Date		Site ID (BE)		DDA # (Last4)				Item Count, ...	
Group By - Sort		Compare		Date Range					
Analysis Date		Processed Currency				27 rows fetched		Edit Print Save Schedule Download	
Funded Date		USD							
Funded Date	Site ID (BE)	DDA # (Last4)	Item Count	Processed Net Sales	Processed Paid by Others	Processed Adjustments	Processed I/C Charge		
10/01/2023	LAIKA STORE #1 Address: 4000 Executive Pkwy SAN RAMON CA 94583 Site ID: 226003169993 Alt ID: 0004455699	6816	1	0.00	0.00	0.00	0.00		
10/01/2023	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	1507	1,584	6,149,980.17	-990,711.99	-345.12	-134,395.00		
10/01/2023	LAIKA STORE #6 Address: 2601 Network Blvd #600 FRISCO TX 75034 Site ID: 372508232884 Alt ID: 0004455678	4189	11	5,674.77	-133.89	0.00	0.00		
10/01/2023	LAIKA STORE #5 Address: 6000 Perimeter Dr DUBLIN OH 43017 Site ID: 372511081880 Alt ID: 0004455678	6723	10	8,808.29	-285.52	0.00	0.00		
10/01/2023	LAIKA ONLINE Address: 1900 Abbey Rd CHARLOTTESVILLE VA 22911 Site ID: 372793590889 Alt ID: 0004455677	4301	47	3,001,619.44	-99,308.00	0.00	0.00		
10/02/2023	LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	1507	1,878	4,419,723.92	-703,428.94	-1,332.44	-99,268.00		
Totals			12,708	41,041,380.09	-4,355,055.06	-59,421.65	-1,953,847.00		

Funding – Funding Reconciliation Overview

Funding / At-A-Glance Help									
Date Range									
10/01/2023 - 10/01/2023									
Processed Currency USD							Edit Print Save Schedule Download		
Product Code	Site ID (BE)	Funded Date	Site Alternate ID	Site Name	Major Category	Processed Currency	Transaction Count	Processed Transaction Amount	
+ Net Sales									
- Adjustments									
MISCELLANEOUS	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Financial Adjustments	USD	31	-345.12	
- IC Charges & Program Fees									
DEBIT CARD	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Interchange Charges	USD	64	-13,990.09	
VISA	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Interchange Charges	USD	57	-70,798.51	
MASTERCARD	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Interchange Charges	USD	43	-49,604.60	
MISCELLANEOUS	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Interchange Charges	USD	1	-2.52	
Service Charges									
MISCELLANEOUS	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Service Charges	USD	4	-48.31	
MASTERCARD	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Service Charges	USD	4	-707.81	
DEBIT CARD	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Service Charges	USD	2	-266.31	
VISA	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Service Charges	USD	2	-735.18	
+ Fees									
+ Chargebacks & Chargeback Reversals									
- Paid By Others									
AMEX	311200311885	10/01/2023	0004455799	LAIKA SUBSCRIPTIONS	Deposits	USD	21	-428,720.63	

MY REPORTS

- Inbox 14
- Schedules

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Disputes – Chargeback Listing Detail

- Funding >
- Disputes >
- Overview
- Chargebacks >
- APM Chargeback Generic Analysis
- APM Chargeback Search
- Generic Analysis
- Summary
- Sales to Chargeback Generic Analysis
- Sales to Chargeback Visa
- Sales to Chargeback Mastercard
- Search
- Inquiries and Claims >
- Fees >
- TeleCheck >
- IRS/Tax Manager >
- Reconciliation >
- Reference >
- STATEMENTS**

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Disputes / Chargebacks / Search ? Help

Select Fields
Account #, ... ▾

Date Range
10/11/2023 - 10/11/2023

Analysis Date
Status Date ▾

298 rows fetched
 Edit
 Save
 Schedule
 Download
GO

	Site ID (BE)	Processor	Auth Network	Received Date	Status Date	Txn Date	Adjustment Date	Chargeback Status	Chargeback Category	Chargeback Work Type	Chargeback Win/Loss	Dispute R
<input type="checkbox"/>	311200311885	North	Visa	09/22/2023	10/11/2023	09/13/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/23/2023	10/11/2023	09/05/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/23/2023	10/11/2023	09/12/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Debit/Other	09/29/2023	10/11/2023	09/06/2023		Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Debit/Other	09/29/2023	10/11/2023	08/21/2023		Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/23/2023	10/11/2023	09/17/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Debit/Other	09/29/2023	10/11/2023	09/21/2023		Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/24/2023	10/11/2023	09/15/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/24/2023	10/11/2023	09/15/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/22/2023	10/11/2023	09/13/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/22/2023	10/11/2023	09/13/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/23/2023	10/11/2023	09/16/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Debit/Other	09/29/2023	10/11/2023	09/19/2023		Closed	Debited	First Chargeback	Loss	Fraud (No
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/24/2023	10/11/2023	09/22/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/24/2023	10/11/2023	09/17/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Fraud (Ca
<input checked="" type="checkbox"/>	311200311885	North	Visa	09/22/2023	10/11/2023	09/17/2023	09/25/2023	Closed	Debited	First Chargeback	Loss	Cancelled

Disputes – Chargeback Summary

- Gift Card >
- IPG >
- Settlement >
- Funding >
- Disputes >
- Overview
- Chargebacks >
- APM Chargeback Generic Analysis
- APM Chargeback Search
- Generic Analysis
- Summary
- Sales to Chargeback Generic Analysis
- Sales to Chargeback Visa
- Sales to Chargeback Mastercard
- Search
- Inquiries and Claims >
- Fees >
- TeleCheck >

Disputes / Chargebacks / Generic Analysis / CLX Training - Chargeback Summary Help

Group By 1: Site ID (BE) Subtotals:

Group By 2: Card Brand Measures: # of Chargebacks, ...

Group By 3: Txn Day

Group By 4: Chargeback Status

Group By 5: Chargeback Category

Delete Report

GO

Date Range: 09/01/2023 - 09/30/2023

Analysis Date: Status Date | Processed Currency: USD | 361 rows fetched

Site ID (BE) 1 f	Card Brand 2 f	Txn Day 3 f	Chargeback Status 4 f	Chargeback Category 5 f	# of Chargebacks	Chargeback Amount	Adjustment Amount
LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	Discover	20230905	Closed	Debited	1	99.99	0.00
LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	Mastercard	20230901	Closed	Debited	15	1,095.56	-161.22
LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	Mastercard	20230901	Closed	Pre-Arbitration	130	7,930.27	-7,885.28
LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	Mastercard	20230901	Reversed	Reversed	89	4,291.30	4,291.30
LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	Mastercard	20230902	Closed	Debited	16	-30.55	30.55
LAIKA SUBSCRIPTIONS Address: 255 Fiserv Dr BROOKFIELD WI 53045 Site ID: 311200311885 Alt ID: 0004455799	Mastercard	20230902	Closed	Pre-Arbitration	211	11,041.25	-11,041.25

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P.O. Box 6600, Hagerstown, MD 21741-6600

YOUR CARD PROCESSING STATEMENT

DBA NAME
ATTENTION TO
ADDRESS
CITY, STATE ZIP

Page 1 of 5

THIS IS NOT A BILL

Statement Period	09/01/18 - 09/30/18
Merchant Number	XXXXXXXXXXXXXX
Customer Service	Website - www.businessstrack.com Phone - 1-800-451-5817

SUMMARY

An overview of account activity for the statement period.

Page 1	Total Amount Submitted	\$0.00
Page 3	Chargebacks/Reversals	0.00
Page 3	Adjustments	0.00
Page 3	Fees	-\$0.00

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

IMPORTANT MESSAGES about your account would be appear here, if applicable.

PRODUCT SERVICE ANNOUNCEMENTS

IMPORTANT PRODUCT ANNOUNCEMENTS would appear here, if applicable.

SUMMARY BY DAY

Date Submitted	Submitted Amount	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
08/31/18	\$0.00	0.00	0.00	0.00	\$0.00
09/04/18	\$0.00	0.00	0.00	0.00	\$0.00
09/05/18	\$0.00	0.00	0.00	0.00	\$0.00
09/06/18	\$0.00	0.00	0.00	0.00	\$0.00
09/07/18	\$0.00	0.00	0.00	0.00	\$0.00
09/10/18	\$0.00	0.00	0.00	0.00	\$0.00
09/11/18	\$0.00	0.00	0.00	0.00	\$0.00
09/12/18	\$0.00	0.00	0.00	0.00	\$0.00

YOUR CARD PROCESSING STATEMENT

Merchant Number XXXXXXXXXXXX
 Customer Service Website - www.businesstrack.com
 Phone - 1-800-451-5817

Page 4 of 5
 Statement Period 09/01/18 - 09/30/18

FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

AMEX ACQ

AXP XXXXX	Interchange charges	-\$0.00
-----------	---------------------	---------

Other

VI XXXXX	Service charges	-\$0.00
----------	-----------------	---------

TOTAL TRANSACTION FEES		-\$0.00
-------------------------------	--	----------------

ACCOUNT FEES

VISA XXXXX	Fees	-\$0.00
------------	------	---------

TOTAL ACCOUNT FEES		-\$0.00
---------------------------	--	----------------

TOTAL		-\$0.00
--------------	--	----------------

Total Interchange Charges		-\$0.00
----------------------------------	--	----------------

Total Service Charges		-\$0.00
------------------------------	--	----------------

Total Fees		-\$0.00
-------------------	--	----------------

Total (Service Charges, Interchange Charges, and Fees)		-\$0.00
---	--	----------------

INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost		Sub Total	Total Interchange Charges
					Rate	Cost Per Transaction		
MASTERCARD								
MC-XXXXX	\$0.00	0%	0	0%	0.0000	\$0.000	-\$0.00	
MASTERCARD TOTAL	\$0.00		0					-\$0.00
VISA								
VI-XXXXX	\$0.00	0%	0	0%	0.0000	\$0.000	-\$0.00	

YOUR CARD PROCESSING STATEMENT

Merchant Number XXXXXXXXXXXX
 Customer Service Website - www.businesstrack.com
 Phone - 1-800-451-5817

Page 5 of 5

Statement Period 09/01/18 - 09/30/18

INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost		Sub Total	Total Interchange Charges
					Rate	Cost Per Transaction		
VI-XXXXX	\$0.00	0%	0	0%	0.0000	0.000	-\$0.00	
VISA TOTAL	\$0.00		0					-\$0.00
AMEX ACQ								
AXP XXXXX	\$0.00	0%	0	0%	0.0000	\$0.000	-\$0.00	
AMEX ACQ TOTAL	\$0.00		0					-\$0.00
TOTAL	\$0.00		0					-\$0.00

TOTAL GROSS REPORTABLE SALES BY TIN

Total dollar amount of aggregate reportable payment card transactions funded and third party network transactions, for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amount, fees, refunded amounts, or any other amounts per respective tax identification number.

Month	Description	Total
AUGUST	GROSS REPORTABLE SALES-TIN#####XXXX	\$0.00
	2018 YTD Gross Reportable Sales	\$0.00

Wells Fargo Merchant Services

RFP disclosures

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with the City in connection with the merchant services products requested under the RFP. Our proposal is intended to be a description of the services we can provide in response to the requirements described in the RFP. If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our merchant services relationship with the City. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to be binding on Wells Fargo Merchant Services by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations and the like required as part of an RFP response.

We are providing our Merchant Services Terms and Conditions and Operating Rules (together which may be referred to as a Program Guide), which we expect to become the final contract or to become part of the final contract between the City and Wells Fargo Merchant Services if you choose us as your provider. These are available at www.wellsfargo.com/termscustom0822 and www.wellsfargo.com/operatingrules.

Page_Section	Description
<p>Mark Confidential</p> <p>Disaster Recovery</p> <p>References</p> <p>Pricing</p> <p>Procedures</p> <p>Security Measures/Procedures/etc</p>	<p>While we understand City’s desire to include this language, please refer to Section 11 of the Wells Fargo Merchant Services Terms and Conditions for the specific rights we retain with regards to confidential information (as permitted by applicable state laws), as well as your obligations related thereto.</p>
<p>Page 1 (SOW)</p>	<p>While we understand City’s desire to include this provision, if awarded the bid, we would anticipate discussing mutual termination clauses, (including a party’s right to request assurances, if any), including, but not limited to those referenced in Section 14 of the Wells Fargo Merchant Services Terms and Conditions. Including any rights that City may request with respect to set off rights, which shall be limited fees that City pays to Wells Fargo Merchant Services, and shall not include any pass-through fees (e.g., Card Organization fines, fees, assessment, interchange), which City may not have a right to set off against.</p>
<p>Page 2 - #3 (SOW)</p>	<p>Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo uses various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely.</p>

Page_Section	Description
	<p>It is not feasible for Wells Fargo to indicate all potential subcontractors. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract, including those performed by a subcontractor.</p> <p>In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products that are not specific to the Client to be a subcontract for purposes of this agreement.</p>
Page 4 - #3 and #4 (Bid Invitation)	<p>With respect to merchant services, please understand that in addition to Wells Fargo Merchant Services' fees, Card Organizations and other third-party fees will apply and may not be specifically outlined in the Wells Fargo Merchant Services Pricing Schedule/Cost Proposal. Such third party/Card Organization fees are subject to change.</p>
Page 5 - #6 (Bid Invitation)	<p>With respect to merchant services, any new department/agency will be subject to Wells Fargo Merchant Services credit review and approval and execution of either a separate agreement or a participation agreement.</p>
Page 10 - #24, #25, #26 (Bid Invitation)	<p>As with any large diversified financial institution in the highly regulated banking field, Wells Fargo receives inquiries and subpoenas from regulators and law enforcement from time to time, some of which may be confidential in nature, and is subject to civil litigation. Wells Fargo responds regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations. Any such settlements or litigation that would impact our ability to provide the services under this Agreement would be listed in our public filings.</p> <p>In addition, neither Wells Fargo Bank, N.A., nor Wells Fargo Merchant Services, L.L.C. has been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any state or federal authority, within the past five years.</p> <p>In addition, Wells Fargo Merchant Services request to modify this paragraph as follows:</p> <p>"By the signature below, the signatory for the bidder certifies that, to the best of its knowledge, neither the signatory nor the firm, corporation, partnership or institution... are true."</p>
Page 11 - #29 (Bid Invitation)	<p>Wells Fargo Merchant Services certifies that its signature provides written verification to City that Wells Fargo Merchant Services and any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Wells Fargo Merchant Services, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607 (1) do not boycott Israel; and (2) will not boycott Israel during the term of the Agreement, as amended and extended.</p>
Page 15 - #53.8 (Bid Invitation)	<p>While we understand City's desire to include this provision, we retain certain rights with regard to assignment in the Wells Fargo Merchant Services Terms and Conditions. As such we request to modify this section to start the sentence with "Subject to Section 13 of the Wells Fargo Merchant Services Terms and Conditions..."</p>

Page_Section	Description
Pages 15-16 - #53.11 (Bid Invitation)	Other than possibly statements, there will be no work product or intellectual property under the Agreement that City will own. Any work product or intellectual property under this Agreement shall be subject to a separate mutually negotiated SOW, and ownership and usage rights of any such work as a result of any such SOW and/or work product or intellectual property shall be as set forth in the mutually negotiated SOW between the parties.
Pages 15-16 - #53.11, #53.12 (Bid Invitation)	<p>While we understand City’s desire to include this provision, should we be selected as the winning bidder, Wells Fargo Merchant Services would anticipate negotiating mutually agreed upon indemnification rights and obligations, including any applicable intellectual property indemnification rights and obligations. While we are unable to agree to the language as written, we are willing to provide alternative intellectual property indemnification language. Wells Fargo Merchants Services offers the following as it relates to our intellectual property infringement indemnification obligations:</p> <p>“During the term of this Agreement, we will indemnify, defend and hold harmless you against any allegation that materials or services provided by us under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, we shall have no liability for such infringements or violations based on (i) any unauthorized alteration or modification of the materials or services by any party other than us, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized by us or reasonably intended for use with the materials or services, or (iv) our compliance with specific information or instructions provided to us by any you. In no event will we be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to us, and regardless of the form of the claim or action or the legal theory on which it is based.”</p>
Page 18 - #2 (Bid Invitation)	<p>Related to damages, while we understand City’s desire to include this provision, upon award of the bid, we request the opportunity to negotiate this provision with City.</p> <p>To the extent Wells Fargo Merchant Services agrees to any such liquidated damages, Wells Fargo Merchant Services does require a cap on limitations types of damages under and any resulting agreement between Wells Fargo Merchant Services and City. For your reference and review, our liability shall be limited as set forth in Section 10 of the Wells Fargo Merchant Services Terms and Conditions.</p>
Page 18 - #3 (Bid Invitation)	While we understand City’s desire to include this provision, upon award of this bid, we request the opportunity to negotiate this provision with City. Generally, we disclaim certain warranties as set forth in Section 9.2 of the Wells Fargo Merchant Services Terms and Conditions.
Page 20 - #55 (Bid Invitation)	I have read and understand the Terms and Conditions, Specifications, and Insurance requirements, contained herein, and further agree to abide and acceptnegotiate in good faith said Terms, Conditions and Specifications.

Page_Section	Description
<p>Page 1 (Insurance Requirements)</p>	<p>Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.</p> <p>Wells Fargo considers its deductibles/self-insured retentions to be a part of its risk tolerance and risk management philosophy and does not provide this information to third parties.</p>
<p>Page 2 (Insurance Requirements)</p>	<p>Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.</p> <p>Wells Fargo does not purchase tail coverage. Therefore, our obligation ends when the contract ends.</p> <p>Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.</p>
<p>Page 3 (Insurance Requirements)</p>	<p>Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are: Bodily Injury by Accident: \$100,000.00 Each Accident Bodily Injury by Disease: \$100,000.00 Each Employee Bodily Injury by Disease: \$500,000.00 Policy Limit</p> <p>NOTES: a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.</p> <p>Wells Fargo is a nonsubscriber under Texas' Workers Compensation Act. Wells Fargo has established an employee welfare benefit plan in Texas. Please see attached document which includes an Overview of the TX Employee Injury Benefit Plan.</p>

Merchant Services RFP Legal Disclosures

Legal entity and contracting parties

Wells Fargo Merchant Services, L.L.C. is an alliance between Wells Fargo Bank, N.A. and First Data Merchant Services, L.L.C.

Any agreement for Merchant Services will be entered into between the City of Denton and Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. (collectively referred to as “Wells Fargo” with regards to Merchant Services). This Agreement is separate from any new or existing agreement between the City and Wells Fargo Bank, N.A. for banking or treasury management services. Furthermore, the Merchant Processing Agreement is separate from agreements for those services, including agreements for any proposed or existing treasury management services used in addition to, or in conjunction with, merchant processing services.

Disclosures

Our proposal is intended to be a description of the services we can provide in response to the requirements described in the request for proposal (RFP). If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our Merchant Services relationship with the City. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all terms upon award of business will not be affected or diminished by any language in the RFP. This includes language that purports to be binding on Wells Fargo by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations, and the like required as part of an RFP response.

We are providing links to our Merchant Services Terms and Conditions (wellsfargo.com/termscustom1023) and our Operating Rules (wellsfargo.com/operatingrules). We expect these documents to become the final Agreement or part of the final Agreement (dependent on your product and service selections) between the City and Wells Fargo if you choose us as your provider.

The City should be aware that the processing of credit and debit card transactions is subject to the terms, conditions, policies, and procedures of the Card Organizations and the non-bankcard issuers. A summary of many of the key elements of those Card Organization requirements is provided in our Operating Rules (wellsfargo.com/operatingrules). The terms, conditions, policies, and procedures of the Card Organization and the non-bankcard issuers are independently established and beyond the control of Wells Fargo to negotiate. The Card Organizations govern their mandated fees and assessments, which are subject to change during the term of the Agreement.

Pricing disclosures

Merchant Services pricing, as provided in our proposal, is based upon the information provided by the City (for example, processing requirements or number of merchant accounts) as of the date the RFP response was submitted.

In responding to this RFP, we only agree to be bound to the pricing we provided therein to the extent that the assumptions upon which it was based were reasonably derived in relation to the information provided by the City as of the date of the creation of that pricing and are accurate and unchanged.

In the event that Wells Fargo is the successful bidder and the City subsequently provides additional information to us that would affect the pricing (including pass through fees paid by the City), Wells Fargo shall not be bound by the pricing provided in the RFP response and shall have the right to revise the pricing based upon the corrected information provided by the City.

Furthermore, should Wells Fargo be the successful bidder for this RFP, the City shall be required to execute a Addendum to Pricing Terms document, which is a part of your Agreement.

Information contained in this response is valid for 180 days from the date of submittal.



Electronic Receivables Service Description

Treasury Management Services

Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:

- E-Bill Express service
- E-Box[®] service
- Integrated Receivables
- Receivables Manager service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing your account that you use for the Service ("Account"),
- e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our online banking platform. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

E-Bill Express service

1. **Description of Service.** With this Service:

- a. You can make electronic bills available to your Customers through the Website,
- b. Customers make payments to you through the Website and other Payment Channels (see section 2) and using the Payment Methods (see section 3) offered in connection with the Service,
- c. We credit the Customer payments to your Account, and
- d. We offer electronic reporting options relating to your bills and your Customers' payments received through the Service (see section 4).

The specific features for the Service we will provide you, are detailed in the Statement of Work (SOW) to which you and we agree separately.

2. **Payment Channels.** The "Payment Channels" we offer to you are detailed in our User Guide for the Service and include the Website, telephone, and an optional Interactive Voice Response (IVR) Payment Channel.
 - a. We maintain the Website through which Customers may make payments to you.
 - b. With the telephone Payment Channel, a Customer arranges for a payment by calling you at a telephone number you maintain. For all Customer payments made through the telephone Payment Channel, you are required to enter information about the payment at the administrative portal for the Service.
 - c. With the IVR Payment Channel, we maintain a specific toll-free number for you and custom to you branded greeting and prompts.
3. **Payment Methods.** The "Payment Methods" you may make available to your Customers are detailed in our User Guide for the Service and include debit and credit cards and electronic payments through ACH.
 - a. If you will accept debit and credit card payments, the Service Documentation includes the Merchant Payment Solutions Service Description.
 - b. For ACH payments, the Service Documentation includes the ACH and Related Services Service Description. In the event of a conflict, this Service Description will control over the ACH and Related Services Service Description.
 - c. We may withdraw a Payment Method available for the Service at any time.
4. **Information reporting.** We make information and reporting about your bills and Customers' payments available to you through the administrative portal on the Website or automated transmission file.
5. **Verification.** We will not verify the accuracy of your bills or your Customers' payment amounts made through any Payment Channel.
6. **Your privacy policy.** You will provide us with any URL(s) you host for our use at the Website. The URLs you provide will direct Customers to your then-current privacy policy and terms of use. You will maintain current versions of your privacy policy and terms of use.
7. **Licensed Marks.** You grant to us a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. We will not modify a Licensed Mark without your prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 of the Master Agreement. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, we will discontinue use of all Licensed Marks.
8. **Representations and warranties.** You represent and warrant to us that:
 - a. You will issue each bill only for products or services actually provided to the billed Customer and will retain each bill for a minimum of one year from the date of the bill,
 - b. The billed amount will be the actual amount charged to the billed Customer for such products or services,
 - c. You are the sole owner of each URL you provide to us pursuant to Section 7 and each Licensed Mark,
 - d. You will maintain current versions of your privacy policy and terms of use at the URLs provided to us, and
 - e. You have received a copy of Federal Reserve Board Regulation E and will comply with it at all times.
9. **Survival.** Section 8 will survive termination of the Service.

E-Box[®] service

1. **Description of service.** With this Service:
 - a. We provide you with information about payments your Customers make to you ("Remittance Information") through online bill payment services and other payment channels described in our User Guide for the Service,
 - b. We process Customer payments for credit to your Account, and

- c. We provide information reporting ("Remittance File") on your Payments through our separate Receivables Manager Service. The specific processing services we will provide to you are detailed in the BRD to which you and us agree to separately.
- 2. **Research and decisioning.** We will make available to you a decisioning tool where you can view all payments, make decisions on exception items, perform payment research, and return payments.
- 3. **Unfunded payments.** We will process Payments for which we have received Remittance Information but not funding in accordance with the BRD.
- 4. **Account credit.** Each Business Day, we will credit your Account for Funded Payments through a consolidated ACH credit Entry. We originate each credit Entry in accordance with the ACH Rules.
- 5. **Service requirement.** In order to enroll in the Service, you will also have to enroll in our Receivables Manager Service.

Integrated Receivables service

- 1. **Description of Service.** With this information reporting Service, we apply programmatic rules and logic, configured with your input, to create and transmit to you electronic files (each, a "Posting File") containing the details of matches between credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to your eligible Wells Fargo deposit accounts enrolled in the Service (each, an "Account") and the open accounts receivables details you have provided to us in electronic files (each, an "Open Receivables File").
- 2. **Automatic matching.** We apply programmatic rules and logic, configured with your input, to match credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to information you send to us relating to Payments and your accounts receivables details to identify sets of matching Payments and accounts receivables details in the steps described in this section.
 - a. **Re-association.** We analyze data elements pertinent to electronic Payments credited to your Accounts to associate such Payments with their respective remittance information (information from your payer describing the accounts receivable record for which a payment is being made, such as one or more invoice numbers) that you separately provide to us in a "Remittance File" or is provided in an e-mailed advice by your customers in accordance with the protocol to which you and we agree. Each such match is a "Re-associated Payment".
 - b. **Invoice matching.** We automatically match Payments and Remittance Details with Accounts Receivable records you separately report to us in your Open Receivables File. Each such match is a "Validated Payment".
 - i. **Checks.** For check Payments credited to your Accounts that we receive through a lockbox we maintain for you, we extract remittance information from Remittance Materials (as defined in the Lockbox Service Description) and use it to the extent reasonable to create Validated Payments.
 - ii. **Addenda Records.** For electronic Payments that include remittance information embedded within the electronic payment instruction for such Payments ("Addenda Records"), we use such Addenda Records to the extent reasonable to create Validated Payments.
 - iii. **Re-associated Payments.** We use the remittance information associated with Payments in the Re-association step described in 2.a above to the extent reasonable to create Validated Payments.
- 3. **Manual matching.** Each credit to your Accounts for which we are not able to create a Re-associated Payment or a Validated Payment through the Service is an "Exception". You may view Exceptions in our online banking platform in accordance with its applicable terms and conditions.
 - a. **Review.** In our online banking platform, we will display details of Exceptions and items described in your Remittance Files and Open Receivables Files that, as of the time of viewing, have not been included as components of Matched Payments in any Posting File we have previously made available to you.

- b. **Match items.** Using the online banking platform interface, you may create additional Validated Payments by manually matching the Exceptions with open accounts receivables details displayed in the online banking platform.
4. **Posting Files.** You may configure the Service to automatically generate and transmit Posting Files in accordance with the frequency to which you and we separately agree. Each Posting File is an electronic document setting out certain pre-determined data elements pertaining to each Validated Payment (including manually Validated Payments) that, as of the time of generation, has not been included in any previous Posting File we created for you. We will transmit each Posting File in accordance with your configuration preferences and the pre-determined transmission protocol to which you and we agree.
5. **Payment dates.** For purposes of the Service, the date of each Payment is the Business Day on which we receive the Payment.
6. **Files transmitted to us.** You will transmit your Remittance File and Open Receivables File to us in accordance with the pre-determined file format and transmission specifications to which you and we separately agree. You are responsible for ensuring that, with respect to each item in each file, you include information we can reasonably use to identify its matching credit(s) to your Account(s).
7. **Liability to you.** We perform the automatic matching activity described in Section 2, on a commercially reasonable efforts basis, in accordance with logic you provide to us. We undertake no liability for damages arising from or relating to any defects in, or failure to test, such logic as provided.
8. **Liability to payers.** We bear no liability to your payers for any inaccuracies in the Service relating to Matched Payments or Unmatched Payments, including, without limitation, inaccurate matches between Payments and remittance information or accounts receivables details.
9. **Eligible Accounts.** You may enroll your Wells Fargo demand deposit accounts that are capable of receiving credits by ACH, wire transfer, or check.
10. **Survivability.** Sections 7 and 8 survive termination of the Service.

Receivables Manager service

1. **Description of service.** With this Service, you may receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to your Account(s) and associated Remittance Information.
2. **User Guide.** The User Guide provides details about the following:
 - a. The types of payments for which we provide the Service,
 - b. The options we offer for formatting Files,
 - c. The secure transmission platforms we offer to deliver Files to you,
 - d. The schedule we follow in providing the Service, and
 - e. Our Service level goals.
3. **Advice Matching Service.** If you enroll in our Advice Matching Service, we will accept an email or File containing Remittance Information from your payer and attempt to match the information to payments the payer makes separately by ACH, wire transfer, or check, provided the payer does the following:
 - a. Sends the remittance Information to us in advance of the payment information being sent to you in the File, and
 - b. Includes information we can use to identify the payer and match the Remittance Information and the associated payment based upon criteria you establish.

You have the ability to manually match any payments we are unable to match automatically using the Receivables Manager application on the online banking platform. You may also use this application to set-up payer information to automatically match future payments.

4. **Remittance Repair Service.** If you enroll in our Remittance Repair Service, we will automatically reformat freeform Remittance Information. If we are unable to automatically repair the format, you can manually repair remittance information using the Receivables Manager application on the online banking platform. Optionally, you can save the repair instructions as rules to apply to future payments from the payer.
5. **Your receipt of Files; acknowledgments.** We will not monitor Files transmitted to you through the Service including, but not limited to, any acknowledgment your system may generate upon its receipt of a File. If you do not receive a File when you expect to, you must notify us. Upon your request, we will use commercially reasonable efforts to resend a File to you within 14 days after we initially transmitted the File, but we will have no liability for not doing so.
6. **Incorrect, incorrectly formatted information.** We are not responsible for the accuracy of and will not verify Remittance Information we receive from your trading partners and provide to you through the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means Automated Clearing House

ACH Rules means the Nacha Operating Rules and applicable local ACH rules.

Applicable Law is defined in section 3 of the Master Agreement.

BRD means Business Requirements Document.

Business Day means every day except Saturday, Sunday, and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Customer(s) means the purchaser(s) of your products and services.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Entry is defined in the ACH Rules.

Funded Payment means a payment for which we receive Remittance Information and the funds relating to the Payment.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Representatives is defined in section 11(f) of the Master Agreement.

SOW means Statement of Work.

Website means the website we maintain in your name in connection with the E-Bill Service.

Customer Name: Test Sample

Signature



ACH and Related Services Service Description

Global Treasury Management Services

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination Service
- ACH Fraud Filter Service
- Cash Concentration Service
- Perfect Receivables® Service
- WellsTAX® Payments Service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

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

Services

ACH Origination Service

1. Description of services. With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf (or on behalf of your customers) to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.

2. Preparation of Entries and Files; processing schedules. You will prepare and deliver each File in accordance with the ACH Rules, User Guides, and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.
3. Inconsistency of name and number. If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator, or another financial institution handling the Entry may rely on the identifying number to identify the RDFI even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.
4. Your payment obligations with respect to entries. You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.
5. Provisional credit. If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.
6. Rejected entries. We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.
7. Cancellation, amendment, reversal. You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend, or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses, or damages we incur.
8. Your duty to report erroneous or unauthorized entries. You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.

9. Re-transmission of returned entries. We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.
10. Audit. You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.
11. Warranties. We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.
12. Indemnification. We indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.
13. Termination. In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.
14. Survival. Sections 3, 5, 6, 8, 9, 12, and 13 will survive termination of the Services.

Additional Terms and Service options

15. International Entries. This section contains additional terms that apply when you originate International Entries.
 - a. General. You agree to comply with, and we will process each International Entry in accordance with:
 - i. The laws and payment system rules of the receiving country of your International Entry,
 - ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
 - iii. The ACH Rules.If there is a conflict among these three areas, they will govern in the order listed above.
 - b. Currency conversion. With respect to International Entries that we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
 - c. Acts or omissions of third parties. We will not be liable for:
 - i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
 - ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.
16. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender as defined by the ACH Rules.
 - a. General. Prior to originating any Entry on behalf of your customer or otherwise upon our request, you will:
 - i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether you are originating Entries on behalf of any Nested Third-PartySenders, and

- ii. Timely provide us with information we require for purposes of our registration of you as a Third-Party Sender or your customer as a Nested Third-Party Sender or any downstream Nested Third-Party Senders that do not have an ACH Origination Agreement with us ("Downstream Nested Third-Party Senders") for which you transmit Entries to us as ODFI in accordance with the ACH Rules ("Registration") and any supplemental Registration information requested by us, and
 - iii. Obtain our written approval to originate or continue to originate Entries for any customer of yours that is an Originator or Nested Third-Party Sender (which we may rescind upon written notice to you), and
 - iv. Enter into a written agreement with each Originator or Nested-Third Party Sender whose Entries are originated through us as ODFI that meets the requirements applicable for an Origination Agreement with an Originator or Nested Third-Party Sender, as applicable, under the ACH Rules, including their agreement:
 - 1. To assume the responsibilities of an Originator or Nested Third-Party Sender, as applicable, under the ACH Rules and to be bound by the ACH Rules,
 - 2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control or Financial Crimes Enforcement Network, and
 - 3. To grant us ongoing access to audit your customer for compliance with its Origination Agreement and the ACH Rules.
- b. Updates to registration information. You will timely notify us of any changes to information you provide to us for the Registration of you as a Third-Party Sender or your customers as Nested Third-Party Senders.
- c. Representations and warranties. In addition, you represent and warrant to us that (i) each customer has and will comply with all applicable ACH Rules, (ii) that you have conducted the appropriate due diligence of your customers and (iii) that you will maintain a commercially reasonable program of monitoring to determine that each customer is engaged in a legitimate business, and the type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business. If you do identify any unusual activity by any of your customers, you will notify us promptly and take appropriate actions, including refusing to originate Entries for your customer.
- d. **Liability; indemnification.** With respect to each of your customers for which you are originating transactions through us, including any Nested Third-Party Senders or Downstream Nested Third-Party Senders, you agree to be responsible for your customers' or such Nested Third-Party Senders' compliance with the ACH Rules. You will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from any breach of warranty made under the ACH Rules or this Agreement, failure to comply with any applicable ACH Rule, or otherwise related to any activity of your customers, including Nested Third-Party Senders or Downstream Nested Third-Party Senders.
- e. **Audit:** You agree to comply with the audit requirements applicable to Third-Party Senders under the ACH rules and to provide us with proof of compliance upon request.
17. Perfect NOC service. With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.
18. Cash Concentration service. With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.
- a. Options. You can choose from the following options:
 - i. Touchtone or online option. We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.
 - ii. Automated Cash Concentration option. We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.
 - b. Representations and warranties. With respect to each debit Entry, we originate on your behalf, you represent and warrant to us that:
 - i. The debit Entry is authorized,
 - ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and

- iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.
- c. ACH deadlines. If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.
- d. Automated Cash Concentration authorization. You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. Description of service. With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
 - a. Stop option. This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
 - b. Review option. You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
 - c. Additional criteria. You may also set up additional decisioning criteria, including limits and preauthorizations.
2. Echecks. You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
 - a. Stop option. All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
 - b. Post option. All Echecks will automatically post without your review.
 - c. No additional criteria. Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.
3. Service restrictions. You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.
4. Termination. Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

Perfect Receivables® Service

1. Description of service. With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.
2. WPIC restrictions.
 - a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
 - b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.

- c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.
3. Processing of Remittances; chargebacks. Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.
4. Rejected Remittances. We may, but are not obligated to, reject a Remittance:
 - a. That does not contain all of the required information specified by us,
 - b. If we suspect that you are not entitled to the Remittance,
 - c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
 - d. If you are in default under this Service Description or any other Service Documentation.
5. Reporting. Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.
6. Violation of Applicable Law. You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

WellsTAX® Payments Service

1. Description of service. With this Service, you can use our CEO® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.
2. Procedures for initiating transfers. You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.
3. Accuracy of data. You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.
4. Transfer deadline. Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.

5. Authorized reporting agent. If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.
6. Payment for Transfers. You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.
7. Rejected Transfers. We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.
8. No verification of Transfer Requests. We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.
9. Confirmations. We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.
10. Amendments and cancellations of transfer requests. You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended, or reversed.
11. Records, information, and audits. You will verify the accuracy of all records and information regarding the Service, or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
 - a. Any responsibility imposed by law, regulation, or contract with regard to the maintenance of records, or
 - b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.
12. Responsibility for paying taxes. Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday, and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day we are open for business related to that Service.

CEO® portal means our Commercial Electronic Office® portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Nested Third-Party Sender (as defined in the ACH Rules) is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator**, without a direct agreement with the ODFI.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.

Customer Name: Test Sample

Signature

Date



Acceptance of Services

- 1. Agreement to be Bound by Service Documentation.** By signing this Acceptance of Services ("Acceptance"), each customer identified on the signature block or, if applicable, on an attachment to this Acceptance ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service") in which Customer is enrolling. If Customer is enrolling in the Wells Fargo Developer Gateway, Customer's signature confirms it has received and agrees to be bound by the Wells Fargo Developer Gateway Terms of Service. Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services.
- 2. Power and Authority of Signer.** Customer has granted the person(s) signing this Acceptance the authority on Customer's behalf to (i) enter into this Acceptance and other agreements with Bank for Services on or after the Effective Date of this Acceptance and (ii) amend, terminate, or otherwise act on behalf of Customer with respect to this Acceptance and the Services.
- 3. Security Procedures.** Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

- 4. Commercially Reasonable.** Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]). Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

- 5. **Confidentiality of Security Procedure and Authentication devices/passwords.** Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer name: Test Sample

Signature

Date



Master Agreement for Treasury Management Services

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

You and we agree:

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

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

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

We may suspend or terminate any Service:

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

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

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

You will:

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

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

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

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

9. Vantage.

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

- (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
- (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

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

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

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

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

10. Alerts.

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

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

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

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

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

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less

than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

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

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.

- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

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

Appendix X

Applicable Branches or Subsidiaries of Bank

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

Customer Name: Test Sample

Signature

Date

Exhibit F

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

- Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.
- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum

combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$100,000.00 Each Accident

Bodily Injury by Disease: \$100,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

NOTES:

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

C. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$1,000,000.00 per occurrence.

NOTE:

- a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

D. PROFESSIONAL TECHNOLOGY ERRORS AND OMISSIONS AND CYBER INSURANCE

including (but not limited to) professional liability, and data protection liability coverages (cyber liability) with limits of not less than \$1,000,000 and \$2,000,000 aggregate with no sublimit for loss arising from violations of privacy laws and regulations. Such insurance shall provide

coverage for liabilities resulting from financial loss in connection with the services provided by CONTRACTOR under this Agreement as follows:

1. negligent act, error, or omission, negligent misrepresentation, or any unintentional breach of contract in rendering or failing to render technology based services;
2. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
3. breaches of security;
4. violation or infringement of any right to privacy including any breach of federal, state, or foreign security and/or privacy laws or regulations; and (v) data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. Such insurance shall not have a cyber terrorism exclusion. Such insurance must address all of the foregoing without limitation if caused by an employee or CONTRACTOR or an independent contractor working on behalf of CONTRACTOR in performing services under this agreement.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Exhibit G

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. Wells Fargo Merchant Services, LLC.

2 [] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? [] Yes [] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [] Yes [] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more? [] Yes [] No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 [X] I have no Conflict of Interest to disclose.

5 [Signature] Signature of vendor doing business with the governmental entity

[Date] Date

Certificate Of Completion

Envelope Id: B9B52EDC2124467C80388E27EE470083	Status: Sent
Subject: Please DocuSign: City Council Contract 8601 Merchant Services Card Processing	
Source Envelope:	
Document Pages: 103	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christina Dormady
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	christina.dormady@cityofdenton.com
	IP Address: 198.49.140.10


Record Tracking

Status: Original	Holder: Christina Dormady	Location: DocuSign
10/30/2024 10:50:25 AM	christina.dormady@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.10	Sent: 10/30/2024 11:01:00 AM Viewed: 10/30/2024 11:01:17 AM Signed: 10/30/2024 11:01:51 AM

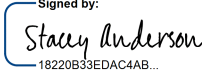
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/30/2024 11:01:54 AM Viewed: 10/30/2024 11:14:26 AM Signed: 10/30/2024 11:14:47 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/30/2024 11:14:50 AM Viewed: 10/30/2024 12:47:56 PM Signed: 10/30/2024 12:51:06 PM
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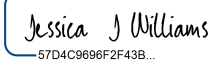
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stacey Anderson stacey.anderson2@wellsfargo.com VP, Merchant Services Sales Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 159.45.71.22	Sent: 10/30/2024 12:51:09 PM Viewed: 10/30/2024 12:53:08 PM Signed: 10/31/2024 11:24:45 AM
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Electronic Record and Signature Disclosure:
Accepted: 10/30/2024 12:53:08 PM
ID: 7f5b3ac3-6a05-4856-a116-a26149f384f8

Signer Events	Signature	Timestamp
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Jessica J Williams
jessica.jwilliams@cityofdenton.com
Chief Financial Officer
Security Level: Email, Account Authentication (None)

Signed by:

57D4C9898F2F43B...
Signature Adoption: Pre-selected Style
Using IP Address: 146.75.152.1
Signed using mobile

Sent: 10/31/2024 11:24:50 AM
Resent: 11/1/2024 9:07:41 AM
Viewed: 11/1/2024 9:10:30 AM
Signed: 11/1/2024 9:10:55 AM

Electronic Record and Signature Disclosure:
Accepted: 10/31/2024 11:28:18 AM
ID: cb9d589d-7f9a-44a1-abd2-45e801fa557b

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 11/1/2024 9:11:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 10/30/2024 11:01:54 AM
Viewed: 10/30/2024 6:20:09 PM

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/1/2024 9:10:58 AM
Viewed: 11/1/2024 10:10:12 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
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City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Randee Klingele
Randee.klingele@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/30/2024 11:01:01 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.