

Wire Transfer Services Debit Authorization Agreement

(Incoming Federal Reserve Bank Drawdowns or SWIFT MT101 Transfers)

(Do Not Use for Consumer Outgoing International/Foreign Wires)

A Debit Authorization Agreement authorizes Wells Fargo to honor a request from another financial institution or another Wells Fargo customer (each, the "Requestor") to debit a Wells Fargo Bank deposit account and wire funds as specified below. Wells Fargo Bank will reject requests where no Debit Authorization Agreement is on file for the account. *(For requests by Wells Fargo customers to SEND Authorization/Drawdown requests to another financial institution, please complete the Wire Transfer Services Customer Setup Form and Agreement (WTR8173) and the Wire Transfer Services Repetitive Transfer Setup (WTR7924) and mark the box for "Outgoing Drawdown Request.")*

Keying detailed wire information electronically into this form, by the banker on behalf of the customer, may result in a more accurate and legible form that can be processed more quickly, and retained more easily.

1. Customer Information

Account Name	
Account Address	
Contact Name	Telephone Number (including area code)
Transfer FROM Wells Fargo Account Number ("Debit Account")	

2. Debit Authorization Transfer Details

(For multiple debit authorizations based on this Debit Authorization Agreement, all must use the same Debit Account number)

<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	1. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	2. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	3. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	4. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	5. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	6. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	7. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	8. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)
<input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Update	9. Originating ABA or SWIFT BIC	Bank Name	
	Transfer TO Account Number	Account Name	Transaction Limit (optional)

3. Debit Authorization Agreement

You (the Wells Fargo customer identified in Section 1) authorize Wells Fargo Bank, N.A. ("Wells Fargo"), to accept a request ("Order") from the Requestor(s) specified in Section 2 to debit the Debit Account and wire funds in accordance with the information provided above (the "Service"). If you are a Treasury Management customer, the information in this setup form and your separate treasury management documents relating to wire transfers govern your use of this Service. For other customers, your use of the Service will be governed by the information in this setup form and the following terms:

- 3.1. **Introduction.** This Debit Authorization Agreement ("Agreement"), along with the account agreement applicable to the Debit Account described in Section 1, govern your use of the Service.
- 3.2. **Debit Authorization.** Wells Fargo may accept an Order in accordance with instructions it receives through Fed Wire, SWIFT, or other funds transfer system, including, without limitation, any book transfer initiated through Wells Fargo's Commercial Electronic Office from another deposit account maintained at Wells Fargo, provided such instructions are in accordance with the instructions provided in Section 2. For each Order executed by Wells Fargo in accordance with the instructions, you authorize Wells Fargo to debit the Debit Account for the amount specified in the Order. You agree to maintain sufficient available funds in the Debit Account at the time of each debit.
- 3.3. **Authority to Execute Orders.** Wells Fargo's authority to debit the Debit Account and execute Orders will continue until Wells Fargo receives and has a reasonable opportunity to act (generally 5 business days) on express written notice that such authority is revoked.
- 3.4. **Inconsistency of Name and Number.** If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If an Order describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.
- 3.5. **Responsibility of Wells Fargo.** Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.
- 3.6. **Liability.** Wells Fargo is only responsible for making a good faith effort to execute Orders and will only be responsible for performing the services specified in this Agreement. Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing and failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.
- 3.7. **Indemnification.** Except to the extent Wells Fargo has liability as stated in this Agreement, you agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including their reasonable attorney's fees) arising out of or in any way connected with the performance of any services under this Agreement. This indemnification will survive the termination of this Agreement.
- 3.8. **Your Duty to Notify Wells Fargo of Unauthorized Activity.** If you identify any discrepancies in your account setup, please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or your account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.
- 3.9. **Fees and Taxes.** You agree to pay Wells Fargo's wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request. You also agree to pay amounts equal to any applicable taxes on these wire transfer services (exclusive of taxes based on net income of Wells Fargo).
- 3.10. **Term and Termination.** Subject to section 3.3, this Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.
- 3.11. **Amendments to Agreement.** Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the Service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.
- 3.12. **Governing Law; Rules and Regulations.** Your and Wells Fargo's rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Debit Account. Article 4A of the Uniform Commercial Code, as amended from time to time ("UCC 4A") will, to the extent possible, be applied by analogy to any Order. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.

3.13. **Notices; Receipt of Confirmations.** If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.

3.14. **Miscellaneous.** Wells Fargo's waiver of any term of this Agreement will not constitute a waiver of any other term or impair any of its rights if you breach this Agreement. You agree not to assign your interest in this Agreement to anyone else. If any provision of this Agreement is determined by a court to be invalid, it will not affect the validity of any other provision. In interpreting this Agreement, the headings will not be considered a substantive part of this Agreement. Unless the context requires otherwise, terms not defined in this Agreement have the meanings, if any, provided in UCC 4A. This Agreement and any applicable account agreements constitute the entire agreement between Wells Fargo and you with respect to the matters they cover and supersede all prior oral or written communications between us regarding such matters. In the event of conflict between a provision of this Agreement and any other agreement you may have with Wells Fargo (including any account agreement between us), the terms of this Agreement will govern the subject matter of this Debit Authorization Agreement.

4. Customer Approval - Signatures as required by Certificate of Authority or Signature Card.

Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.

Customer's Printed Name	Title
Customer Signature - Required	Date

Completion Required

5. Bank Approval

Forms submitted without customer and banker signatures or older than 90 days will be returned to the banker unprocessed. By signing this document you are approving and acknowledging this individual is authorized to make these changes on behalf of this company/customer.

Customer's 1st ID

ID Type	ID Number	Issued by State / Country	Expiration Date
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Customer's 2nd ID

ID Type	ID Number	Issued by State / Country	Expiration Date
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Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC
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Document Prepared by & phone # (in case of questions about this setup)

Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.

Banker/Officer's Printed Name	Banker/Officer's Signature - Required	Date
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Once the customer's approval/signature is received on the form, the Banker/Relationship Manager must approve/sign the form, then for non-electronic signatures, fax to 866-922-6202, or email to imgwiresetups@wellsfargo.com.

The form must be submitted from a valid Wells Fargo Fax or email address. File copies in your location's record retention file.

Account Number
