

Direct Pay Agreement

Effective Date April 30, 2021

DIRECT PAY SERVICE ADDENDUM (“Addendum”) TO ONLINE ACCESS AGREEMENT (“OAA”) FOR WELLS FARGO ONLINE®, WELLS FARGO MOBILE® AND WELLS FARGO BUSINESS ONLINE® SERVICES

This Addendum (“Addendum”) and the Wells Fargo [Online Access Agreement](#) (“OAA”) contain the terms governing your use of the Wells Fargo Direct Pay Service (“Direct Pay”). If we make changes to this Addendum, we will update the Addendum on the Website. We will notify you of any changes or new features following the procedures specified in the OAA. Your enrollment or use of Direct Pay constitutes your agreement to the Addendum and OAA, as amended from time to time. In the event of any inconsistency between this Addendum and the OAA, this Addendum will control.

Your use of Direct Pay will also be subject to the following:

- the terms or instructions appearing on the website screens for Direct Pay, and
- our rules, procedures, policies and the applicable account agreements for your Funding Account and Billing Account, as amended from time to time.

Definitions

Terms defined in the OAA have the same meaning in this Addendum except as otherwise specifically defined in this Addendum.

(a) Service Description

Using Direct Pay, you may make payments from your eligible Wells Fargo Business account(s) (“Funding Account”) to other United States bank account(s), including the bank accounts of your employees, contractors and vendors. In order to use Direct Pay, you must agree to the E-Sign consent, the OAA and this Addendum, and separately enroll in the service. In order to enroll in Direct Pay, you must be an owner or Authorized Representative of the Funding Account.

We reserve the right to decline the use of any account as a Funding Account that we believe may present a risk to you and/or us. You must have sufficient available funds in your Funding Account to cover the payment request and you authorize us to debit your Funding Account before we send the payment. If there are insufficient funds to cover a payment using Direct Pay, we may decline the transfer.

If your Funding Account closes or is restricted for any reason, we may terminate or suspend Direct Pay and cancel all pending payments associated with the Funding Account. It will be your sole responsibility to make all pending and future payments.

(b) Fees

Direct Pay’s monthly service fee and additional transaction fees are disclosed on the Direct Pay Website. These fees will be debited from your Wells Fargo account (“Billing Account”) on a monthly basis.

If the Billing Account is closed, or if the Billing Account has insufficient funds, we may debit the fees from any other deposit account you maintain with us.

We may change the terms and/or fees at any time. When required by applicable law, we will notify you of the change. If you continue to use Direct Pay after the change becomes effective, you will be bound by the change in terms and/or fees.

(c) Scheduling Payments

Please allow enough time for your payee to receive your payment. There will be a delay between the “Send On Date” (the date your payment starts processing) and the “Pay By Date” (the date your payee receives payment). You should schedule the payment in accordance with the payment rules displayed on the payment screens in Direct Pay. We will debit your Funding Account for the amount of the payment(s) on the Send On Date.

We reserve the right to delay or reject your request to make a payment if we believe the payment may violate applicable law or if we believe the payment will present a risk to you and/or us, or for other reasons.

We will attempt to notify you of any rejected payment on or before the Pay By Date so that you may try to cure any defect, but we will have no liability to you for rejecting the payment or for any loss resulting to you from our failure to provide notice to you.

You may pay any payee with an eligible bank account located in the United States and the following United States Territories: Guam, Puerto Rico and the Virgin Islands. Direct Pay may not be used to send international ACH Transactions (“IAT”) as defined under the Nacha Operating Rules (“ACH Rules”).

(d) Security Procedures

“Security Procedures” describe what steps you and we must take to verify the authenticity of your payment using Direct Pay. You agree that the password Security Procedure, described in the OAA and in Section d(1) below, and the additional Security Procedure set forth in Section d(2) below, are Security Procedures that are commercially reasonable.

1. Enter a user name and a password to log onto your online account on the Website.
2. Additionally, you must do one of the following:
 - a. Security Device: enter a one-time passcode generated by a security device capable of generating such a code every minute; or
 - b. Advanced Access: enter a one-time passcode sent to your registered mobile device via SMS text message.

Your failure to protect passwords and/or Security Devices (including your registered cellular phone designated to receive one-time passcodes through Advanced Access) may allow an unauthorized party to access Direct Pay and send payments. All payments made through Direct Pay using the Security Procedures identified above will be deemed to be authorized payments and will be binding on you. You assume the entire risk of fraudulent or unauthorized use of any Security Procedure except as otherwise provided by applicable law or regulation. You must notify Wells Fargo immediately if you become aware of any loss or theft of, or any unauthorized use of, any username, password, and/or Security Device.

(e) Transfer Limitations

We do not limit the number of payments you may make. You may not make payments in excess of dollar limits which may vary based on the payee type or the security procedure you use to authenticate your payment. For

security and risk management reasons, we may modify the dollar limits for Direct Pay. These limits are solely for the protection of Wells Fargo.

(f) Authorization

You agree that your payment instructions are authorization for us to complete the payments. You authorize us to select any means to execute your transfer request, such as the Automated Clearing House (“ACH”) system. You will be bound by the rules and regulations that govern the applicable funds transfer systems, such as ACH Rules. You also acknowledge that we make certain warranties under the ACH Rules. You will reimburse us for any loss we incur, including our attorneys’ fees and legal expenses, as the result of a breach of warranty we make in connection with your payment using Direct Pay, except to the extent the loss resulted from our own gross negligence or intentional misconduct.

(g) Your Responsibility for Errors

We rely on the information provided by you, and you authorize us to act on any instructions which reasonably appear to have been sent by you. We are not obligated to take any steps to confirm or authenticate instructions. We have no duty to monitor or verify any payments you make using Direct Pay.

If we take any actions beyond the Security Procedures described in Section (d) in an attempt to detect unauthorized or erroneous payments, (i) such actions will not become part of the Security Procedures for your use of Direct Pay, and (ii) we will not be liable in any situation for failing to take or to correctly perform such actions.

(h) Cancel/Change Payment

You may try to cancel or change any scheduled payment if you log onto Direct Pay and request a cancellation or change prior to 3 p.m. Pacific Time on the Send On Date. We cannot guarantee we can cancel or change any payment even if such request is made in time. Payments in process cannot be cancelled or changed after 3 p.m. Pacific Time on the Send On Date.

(i) Compliance

You agree that you are responsible for any tax withholding or other employer-related obligations of an employer when making payments using Direct Pay to your employees.

(j) Account Number Policy

If the instructions for payment identify a payee by name and account number, we may execute those instructions by reference to the number only, even if the number does not correspond to the name of the payee. You agree that we will have no responsibility to investigate discrepancies between names and numbers.

(k) No Unlawful or Prohibited Use

As a condition of using Direct Pay, you warrant to us that you will not use Direct Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Addendum or by any applicable law or regulation, including the sanctions laws administered by the Office of Foreign Assets Control. You further warrant and represent that you will not use Direct Pay in any manner that could damage, disable, overburden, or impair Direct Pay or interfere with any other party's use of Direct Pay. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Direct Pay. These warranties and representations will remain in full force and effect even if this Addendum terminates for any reason.

(l) Suspension and Termination

We may terminate or suspend Direct Pay at any time without prior notice to you. We reserve the right to terminate Direct Pay if you have not used the service for a period of at least 12 consecutive months.

(m) Limitation of Liability

For payments made using Direct Pay which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we are only liable for damages required to be paid under UCC 4A except as otherwise provided by applicable law or regulation. In no event will we be liable for any special, indirect or consequential loss or damages, including, without limitation, lost profits, attorneys' fees, and costs or expense of any nature, except as required by law. Except as otherwise required by applicable law, we will in no event be liable for any losses and damages other than those arising from our gross negligence or willful misconduct.