

COMMERCIAL ELECTRONIC OFFICE (CEO)

ONLINE ACCESS AGREEMENT

You, the customer named below, have asked to be allowed to enter the Commercial Electronic Office (the "CEO") of Wells Fargo Bank, N. A. ("Wells Fargo") at Wells Fargo's website so that you can use certain financial services (the "Services") of Wells Fargo or its affiliates (the "Affiliates") online. The general terms and conditions applicable to your use of the CEO are contained in this Online Access Agreement (the "Agreement") which you must sign and return to Wells Fargo before you are allowed access to the CEO. Persons entering the CEO for you (the "Users") must also accept the Terms of Use for the CEO. Finally, before you are able to use a Service through the CEO you must sign or accept the applications, agreements, instruments, rules, standards, policies, instructions, and other documents and forms required to use the Service (the "Service Forms").

1. **USING THE CEO.** You agree to use the CEO only as provided in (a) this Agreement, (b) the rules, procedures, standards, requirements, and policies made applicable to the CEO from time to time by Wells Fargo and the Affiliates, (c) any communications, instructions, terms, or conditions appearing at the CEO, and (d) any state or federal laws or regulations applicable to the CEO.
2. **ID CODES, PASSWORDS, TOKEN CARDS, PINS, AND PASSCODES.**
 - a) Unless you request self-administration of your access to the CEO, each User will be given an ID code and a password by Wells Fargo to be used when the User first enters the CEO. Wells Fargo will also assign a company ID code to you for use each time a User enters the CEO. Although your company ID code and the ID codes for each User will remain the same for each entry into the CEO, the password assigned by Wells Fargo to each User must be changed to a new password they select when they first enter the CEO. Wells Fargo will not know the new passwords or any subsequent passwords selected by the Users.
 - b) If you request self-administration of your access to the CEO, you will be assigned a company ID code by Wells Fargo and will establish company administrators, administrators and Users to have access to the Services for you through the CEO. The company administrators will have access through the CEO to any Services you receive through the CEO. The administrators and Users will have access through the CEO to only the specific Service or Services they are set up to access. Wells Fargo must set up your first company administrator (the "First Company Administrator") by giving them a personal ID code and password to be used when they first enter the CEO. Your administrative contact with respect to the CEO will be the First Company Administrator. The First Company Administrator can set up other company administrators, administrators, or Users to access the CEO. The other company administrators can also set up company administrators, administrators, or Users to access the CEO. The administrators can set up other administrators and Users to access the CEO. The First Company Administrator and the other company administrators, but not Wells Fargo, will give the company administrators, the administrators, and the Users which they set up an ID code and a password to be used when they first enter the CEO. The ID code for each company administrator, administrator, and User will remain the same for each entry into the CEO, but the password assigned to each company administrator, administrator, and User must be changed to a new password they select when they first enter the CEO. Wells Fargo will not know the password of any company administrator, administrator, or User except the initial password assigned to the First Company Administrator.
 - c) If you request self-administration of your access to the CEO, Wells Fargo will give the company administrators and the administrators a token card and a personal identification number ("PIN"), known only by them and Wells Fargo, to use each time they give personal ID codes and passwords to company administrators, administrators, and Users. Token cards and PINs will be given to Users by Wells Fargo only if they have access to a Service which requires a token card for access. The token card generates a random and unique security code for each token card every minute. The code combines with the PIN to provide a unique password (the "Passcode") every minute.
 - d) You will be able to manage and control who in your company has access to the CEO and the Services by the ID codes, passwords, token cards, PINs, and Passcodes. It is your responsibility to ensure that the ID codes, passwords, token cards, PINs, and Postcodes are known to, and used only by, persons who have been properly authorized by you to access the CEO and use the Services through the CEO.
 - e) **FAILURE TO PROTECT ID CODES, PASSWORDS, TOKEN CARDS, PINS, OR PASSCODES MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICES, (2) CORRECT, CHANGE, VERIFY, OR SEND DATA USED WITH THE SERVICES, (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, WELLS FARGO AND THE AFFILIATES, OR (4) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO THE CEO, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH YOUR ID CODES, PASSWORDS, TOKEN CARDS, PINS, OR PASSCODES WILL BE DEEMED TO BE ENTRIES, COMMUNICATIONS, AND USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL ID CODES, PASSWORDS, TOKEN CARDS, PINS, AND PASSCODES.** You acknowledge the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (a) if you are not on self-administration, notifying Wells Fargo immediately when any new person becomes a User or when any existing User stops being a User, (b) if you are on self-administration, disabling access to the CEO immediately for each company administrator, administrator, and User who stops being a company administrator, administrator, or User, and (c) not keeping, in any form or in any place, lists of ID codes, passwords, PINs or Passcodes.
 - f) You agree to notify Wells Fargo immediately when you become aware of any loss or theft of, or any unauthorized use of, any ID codes, passwords, token cards, Pins, or Passcodes. You also agree to notify Wells Fargo immediately when you become aware of any unauthorized entry into the CEO.
3. **FINANCIAL INFORMATION.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Wells Fargo (collectively, "Financial Information") will be available at the CEO. The posting of any Financial Information or any other information or data at the CEO will not be a recommendation by Wells Fargo or any Affiliate that any particular Service or transaction is suitable or appropriate for you or that you should receive or in any way use any Service. Neither Wells Fargo nor any Affiliate guarantees the accuracy, completeness, timeliness or correct sequencing of any Financial Information, nor are they in any way responsible for the actions or omissions of the third parties developing or transmitting Financial Information or for any decision made or action taken by you in reliance upon any Financial Information.

4. **USE OF CERTAIN SOFTWARE TO ACCESS THE CEO.** In using the CEO you will be sending financial and other data as well as electronic messages directly to Wells Fargo and the Affiliates through the Internet. You acknowledge that when the Internet, or any other electronic communications facilities, are used to transmit or receive data and messages, the data and the messages may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, you agree to transmit and receive data and messages through the CEO using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol- or other protocols required by, or acceptable to, Wells Fargo, and to follow the Wells Fargo log-on procedures that support such protocols.

5. **DISCLAIMERS.** Neither Wells Fargo nor any Affiliate will be your advisor or fiduciary with respect to this Agreement or any Service. **NEITHER WELLS FARGO NOR ANY AFFILIATE MAKES ANY EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CEO, THE FINANCIAL INFORMATION, OR THE SERVICES, AND NEITHER WELLS FARGO NOR ANY OF THE AFFILIATES MAKES ANY OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, OR REPRESENTATION WITH RESPECT TO THE CEO, THE FINANCIAL INFORMATION, OR THE SERVICES EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THIS AGREEMENT OR THE SERVICE FORMS.**

6. **LIMITATION OF LIABILITY.** Neither Wells Fargo nor any Affiliate will be liable to you for any direct or indirect damages or losses suffered or incurred by you in connection with the CEO, any of the Services, any Financial Information, any other information or data you receive through the CEO, or any failure to provide, or delay in providing, access to the CEO, any Service, or any Financial Information, except to the extent any Service Form specifically provides otherwise and except to the extent such damages or losses arise directly from the gross negligence or willful misconduct of Wells Fargo or an Affiliate. Notwithstanding any provision of this Agreement or any Service Form to the contrary, **IN NO EVENT WILL WELLS FARGO OR ANY AFFILIATE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED ON TORT OR CONTRACT OR WHETHER WELLS FARGO OR ANY AFFILIATE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCE.**

7. **RESTRICTING OR TERMINATING ACCESS TO THE CEO.** In addition to, and not in substitution for, any provision in this Agreement or the Service Forms, you understand and agree that neither Wells Fargo nor any Affiliate will in any way be obligated to permit Users access to any Financial Information or the use of any Service through the CEO if (a) such use or access is not in accordance with any term or condition applicable to the Service or the CEO or to the information to be accessed, (b) such use or access is not permitted by any state or federal law or regulation, (c) Wells Fargo or an Affiliate has reasonable cause to believe that such use or access may not be authorized by you or any third person whose authorization Wells Fargo or such Affiliate believes is necessary for such use or access, or (d) Wells Fargo or an Affiliate has reasonable cause to deny such use or access for your protection or the protection of Wells Fargo or any Affiliate. If any Service cannot be used through the CEO, Wells Fargo will make reasonable efforts for such Service to be used by other means. Wells Fargo reserves the right in its sole discretion at any time upon 60 calendar days written notice to you, or upon immediate written notice to you if you have violated any provision of this Agreement or any Service, to terminate this Agreement and your access to the CEO or to terminate your use of any or all the Services through the CEO. Neither Wells Fargo nor any Affiliate shall have liability to you for any losses or damages you may suffer or incur as a result of any such termination.

8. **WAIVERS.** Neither Wells Fargo nor any Affiliate shall be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of Wells Fargo or such Affiliate. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Wells Fargo or any Affiliate under this Agreement shall impair the rights or powers of Wells Fargo or any Affiliate under this Agreement.

9. **AMENDMENTS.** Wells Fargo may amend this Agreement or add to this Agreement at any time upon written notice to you. You will be deemed to have accepted an amendment of, or an addition to, this Agreement if any of your Users use any Service through the CEO more than 30 calendar days after you receive notice of such amendment or addition.

10. **ASSIGNMENT.** Except for transfers of your rights, duties, and obligations to Wells Fargo and the Affiliates under this Agreement by operation of law, such rights, duties and obligations may not be assigned by you without the prior written consent of Wells Fargo and the appropriate Affiliate. Except for transfers of Wells Fargo's or any Affiliate's rights, duties and obligations to you under this Agreement to another Affiliate or by operation of law, such rights, duties and obligations may not be assigned by Wells Fargo or any Affiliate without your prior written consent.

11. **GOVERNING LAW.** Your rights and obligations and the rights and obligations of Wells Fargo and the Affiliates under or in connection with this Agreement will be governed by and be subject to the laws of the State of California.

12. **SEVERABILITY.** If any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, shall not in any way be affected or impaired.

13. **ENTIRE AGREEMENT.** This Agreement and the Terms of Use for the CEO set forth the entire and only agreement among you, Wells Fargo and the Affiliates and between you and Wells Fargo and between you and each Affiliate with respect to your use of the CEO. Any prior agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the CEO which conflict with the provisions in this Agreement are superseded by this Agreement. This Agreement is signed below by your duly authorized officer or officers on the dated stated below.

Date

Company/Customer Name

Representative Name

Signature

Print Name of Signer