

Foreign Exchange Dealing & Business Practices Disclosure

This document discloses relevant practices of Wells Fargo Bank, N.A. (“**WFBNA**”) and Wells Fargo Securities International Limited (“**WFSIL**”) and, together with WFBNA and its branches, “**WF**”, “**we**”, “**us**” or “**our**”) when acting as a dealer in the over-the-counter (“**OTC**”) foreign exchange (“**FX**”) market and it clarifies certain aspects of the foreign exchange trading relationship between you and WF. We urge you to consider this information in deciding whether to transact FX or place FX orders with us as our counterparty (“**you**” or “**counterparty**”). By dealing with or continuing to deal with WF you are deemed to have consented to and agree to deal with WF under and in accordance with the terms hereof, as amended through the date on which the parties have entered the applicable FX transaction.¹

Applicability and Scope

The information provided in this disclosure applies to any FX transactions you execute or discuss with us, subject to the terms of any written agreement between you and us, and supplements any other disclosures that we may furnish to you in connection with FX transactions or swap transactions, including through our Disclosure of Material Information for Swaps website.² In the event of a conflict between the terms of this disclosure and such other agreement or disclosures, the terms herein shall prevail, provided, however, if such other agreement or disclosures meet requirements under applicable law (such as those specific to a particular jurisdiction or product), such other terms shall prevail.

Principal Trading

WF acts as principal on an arm’s length basis, does not act as your agent, fiduciary, financial advisor or in any similar capacity, and does not provide you with “best execution” for orders or transactions unless otherwise agreed in writing or required under applicable law. You and WF, as counter parties, or you and one or more other counterparties of WF may have divergent or conflicting interests from time to time. Each counterparty is expected to evaluate the appropriateness of any transaction, based upon its own circumstances and assessment of costs, benefits and risks. Statements made by WF should not be construed as recommendations or advice.

Market Making

WF is a dealer and market maker in the foreign exchange market. As such, we engage in price quoting, order taking, trade execution and other related activities with counterparties and other dealers and for our own account. As a

market maker, WF may receive requests from multiple counterparties for quotations and multiple orders for the same or related currency pairs, and while customer service is a high priority for us, WF also manages its own independent risk management objectives. These activities may conflict with or adversely impact your interests, including the prices we offer you and the availability of liquidity at levels necessary to execute your order. They can also impact prices and trigger stop loss orders, barriers, knock-outs, knock-ins and similar conditions of FX transactions we may execute with you.

Foreign Exchange Pricing

All-in price and mark-up. The final price applicable to your FX transaction (also sometimes called the “all-in” FX price) with WF may be inclusive of mark-up. Mark-up is the spread or charge that may be included in the final price of your FX transaction in order to compensate WF for a number of considerations which may include without limitation risks taken, costs incurred, and services rendered, including an anticipated return. Different counterparties may receive different prices for transactions that are the same or similar. The mark-up applied to your transaction may be affected by several factors.

Factors that affect mark-up. Some factors that may affect mark-up include but are not limited to factors related to the nature of the specific transaction, factors associated with your broader institutional relationship with us, operating costs, credit, capital and funding costs, applicable trading venue or platform, regulatory requirements, relationship factors such as service level provided and volumes traded by you, the type of trade request, and business costs such as fees related to venues, brokers or other intermediaries. Mark-up may also vary based upon trading behavior and market conditions such as demand, frequency, timing and volatility.

1. For purposes hereof, “FX transactions” means transactions involving the purchase or sale of one currency against another, or transactions involving payments or deliveries based upon the change in one or more FX rates, prices or indices, whether physically deliverable or non-deliverable, and including but not limited to foreign exchange spot, forward, swap and option transactions.

2. See [Disclosure of Material Information for Swaps and SBS – Wells Fargo Commercial](#)

Breakdown of mark-up. WF is not obligated to furnish a breakdown of the numerical components of mark-up.

Notwithstanding any prior agreement, commitment, understanding or course of conduct between you and WF concerning pricing or markup, any time you transact FX with WF, the pricing terms of each FX transaction will be specific to and relate only to that FX transaction and will not apply to any other FX transaction with WF unless you and WF otherwise agree in writing, or as may be otherwise disclosed in writing by WF. As used herein, “pricing terms” include, without limitation, a pricing level, spread, markup, charge, fee or commission, or a benchmark, index, reference or pricing source.

Other fees. Certain types of transactions may be subject to additional fees (for example wire transfer fees). Wire transfer fees are disclosed in writing pursuant to any relevant fee arrangement we may have with you.

Orders

Placing orders. When a counterparty places a trade request or an order (collectively for this document, an “order”) for an FX transaction with WF, WF will treat that order as an offer by the counterparty to enter into that FX transaction. WF’s receipt of an order does not obligate us to accept such order, and our acceptance of an order does not constitute acceptance of such offer to execute that FX transaction, nor is it a guaranty that WF will be able to “fill” (i.e., execute) such order. Instead, acceptance of an order expresses WF’s willingness to attempt to enter into the FX transaction with the counterparty within the parameters of the order. Except where otherwise prohibited by applicable law, we retain discretion on handling counterparty orders. This includes, without limitation, order execution, aggregation, priority and pricing. WF does not have any obligation to disclose to a counterparty that it is handling other counterparties’ orders or its own orders ahead of, or at the same time as, or on an aggregated basis with, a counterparty’s order. Unless otherwise specifically agreed, WF exercises discretion in deciding which orders it is willing to execute, and how or if it will execute, including whether to execute all, part or none of the order.

WF reserves the right to revoke its acceptance of any order, in whole or in part, prior to such time as the order is filled or executed. If you communicate a request to cancel, revoke or amend an order before we have begun filling it, WF may attempt to action such a request, to the extent practicable, however, WF reserves the right to decline any such request, in whole or in part and without incurring any liability. Once WF fills or executes an order for an FX transaction, in whole or in part as the case may be, an FX transaction exists that is binding on both parties.

Order Handling. Unless otherwise agreed in writing, WF will exercise its discretion in deciding whether, when and how to execute orders. WF will exercise its discretion in deciding whether to time-prioritize or aggregate orders, acting fairly and based on factors including, without limitation, prevailing market conditions and order type. WF retains the right to

determine how to allocate once an aggregated order is filled. Your order may be executed either electronically or manually, or a combination of the two.

Order Time Stamping. FX orders submitted electronically on a WF venue are time stamped upon receipt by WF. FX orders submitted electronically and executed on an external venue are time stamped upon receipt by WF of notice of execution from the relevant venue. Voice orders that are not subject to immediate execution are time stamped when input into our order management system.

Partial fills. A partial fill means execution of only a certain portion of an order. Except as otherwise agreed or provided by an order’s terms, WF reserves the right to partially fill an order without completing the entire order. WF typically endeavors to fully fill orders that WF is capable of filling within the parameters of the relevant order, however a partial fill may result based on (a) fair and reasonable considerations relative to prevailing market circumstances; and (b) other factors such as the need to prioritize among counterparty orders and the availability of credit for the particular counterparty at the time. WF will communicate partial fill decisions as soon as practicable taking into consideration the functionality of the applicable platform.

Market orders. A “market” order is an order to buy or sell at a price determined by prevailing market conditions; and the price filled may not be the price at which the trading desk executed in the market. If an order is described “at best” it is interpreted by WF as a market order, which is not synonymous with “best execution” as such term may be defined or applied by law or regulation.

Resting Orders. From time to time we may accept an order (such as a stop loss or take profit order) that is not immediately executable (a “resting order”), with instructions to execute when a price reaches a particular level (also referred to as a “trigger level”). WF determines in its sole discretion whether that level is reached, there by triggering the order. Any resulting execution of that order may, (a) with respect to a stop loss order, be subject to slippage; that is the resulting price may not equal the trigger level; and (b) take into account factors in the market at the time of execution plus WF’s mark-up (see Foreign Exchange Pricing above). WF may include a mark-up in its determination of whether the trigger level has been reached and in the execution price. WF shall have no liability for resting orders that are not filled.

Benchmark Orders. A benchmark order is an order to buy or sell a specific amount of currency at the requested benchmark rate, such as, for example, WM/Reuters reference rate at a specified time. WF may charge you a fee, commission or spread in connection with a benchmark order as part of the all-in price of such transaction.

You should be aware that WF may engage in activities that may impact trigger levels or benchmarks relevant to your orders or transactions. Such activities may include sourcing liquidity for other counterparty orders or for our own account, acting as a market maker or engaging in risk management activities such as hedging transactions.

Pre-Hedging and Risk Management Practices

Unless prohibited by applicable law or regulation, WF may pre-hedge anticipated orders and transactions. This activity includes entering into transactions in the market based on existing or anticipated internal and/or external counterparty needs, building up our inventory, positioning our risk book or entering into test trades in the market, taking into consideration applicable market conditions (such as liquidity), transaction size and other factors we consider relevant.

While pre-hedging is designed to facilitate order execution, to manage risk and to benefit the pricing WF is able to offer when filling the relevant order, there is no guarantee that pre-hedging will achieve the desired result. Pre-hedging may have an adverse effect on the market price (from your perspective; resulting in a less favorable fill) or the liquidity for transactions you are buying or selling, and it may result in profit, or loss, to WF.

For further information about WF's pre-hedging practices, see [FX, Rates and Commodities Macro Products Market Making, Information Handling and Hedging Disclosure](#).

Electronic Trading Services and Platforms

WF may offer an ability for you to enter into FX transactions with WF via electronic systems. Electronic systems may not be available at all times. WF reserves the right to suspend electronic system availability and/or pricing at its sole discretion. While electronic systems may differ depending on the system type, WF considers any trade request you send to WF via electronic systems as an offer open for WF to accept or reject.

WF considers any offer you make via electronic systems as made by an authorized individual; it is not responsible for verifying whether or not the offer is erroneously made or if compliant with any of your internal policies, procedures or limitations.

WF may reject electronic FX trade requests for any reason. Reasons for rejection might include, without limitation, internal discretionary risk management controls such as credit checks, price checks designed to minimize latency risk, restrictions on requested currencies or other reasons. In connection with certain trade requests based on an electronic quotation, WF may subject your request to a "last look", prior to WF informing you whether your trade request is accepted or rejected. For a copy of the current "last look" disclosure, see [Supplemental Electronic Trading and Last Look Disclosure \(the "Last Look Disclosure"\)](#)

During extreme market conditions, the notional size and price levels WF can offer may not match levels provided in normal market conditions. This is particularly true of transactions we may offer or trade electronically. WF may determine to suspend electronic delivery of pricing prior to or during such

conditions in order to protect WF and/or its counterparties, but is under no obligation to do so or provide notice thereof.

Algorithmic trading. From time to time, in compliance with any applicable law, WF may offer algorithmic trading services to its counterparties. Algorithmic trading services offer an opportunity to use technology to effect a particular trading strategy. Algorithmic trading services do not constitute agency trading; WF is your arm's-length principal counterparty. For more details on these services, contact your WF representative.

Quotes. WF may stream indicative prices and may at your request or otherwise, quote a transaction price to you. Unless otherwise specified, all quotes provided by WF are indicative quotes rather than firm quotes. If you respond to an indicative price or indicative quote indicating a willingness to trade, WF will treat that response as an offer to enter into an FX transaction. WF will not be obligated to accept your offer in response to an indicative price or indicative quote.

Options

You and WF may enter into currency option transactions from time to time. When you purchase a currency option from WF, you generally pay a premium that is determined on an individual basis by WF. Such premium may take into consideration the pricing factors set forth above in Foreign Exchange Pricing, as well as the applicable options style and strike amount. Absent an agreement to the contrary, a currency option transaction automatically converts into an FX transaction upon exercise. The circumstances in which WF will automatically exercise an in-the-money currency option transaction (having intrinsic value to buyer) are specified in the terms governing the particular transaction. Questions regarding currency options should be directed to your WF representative.

Confirmations

FX transactions shall be confirmed in writing either in a manner agreed by the parties or established by course of conduct. Examples of FX confirmations include each confirming document, acknowledgment or other evidence intended by the parties to be effective for the purpose of confirming or evidencing an FX transaction, whether created by delivery or exchange of written terms that match, or by making available written terms in a manner that permits the recipient to review and/or accept the terms, or by delivery to an agent or service provider, or via electronic messaging system, electronic communication network, or web-based platform that confirms the matching of such terms. Confirmations shall, in the absence of manifest error, be conclusive and binding, and it is your obligation to review each written confirmation and contact your WF representative as soon as possible following receipt if you believe it contains any errors. Failure to send, execute or return a confirmation shall not invalidate the terms of an FX transaction.

Recording of Conversations

WF is required by law to record the telephone calls of its foreign exchange sales and trading specialists and certain other personnel. When you or your personnel communicate by telephone with us over such recorded lines, you and your personnel are deemed to have consented to such recording without further notification or assent. WF may keep records of electronic communications between you and us. Such recordings may be accessible to regulators or other officials, with or without a subpoena, and we reserve the right to use such recordings in legal proceedings or otherwise to resolve disputes to the extent not prohibited by applicable law.

Information Handling and Confidentiality Statement

Protecting the confidentiality of counterparty information is an important part of how we do business. WF has policies and controls that are designed to protect a counterparty's confidential information. Counterparties should understand, however, that WF makes use of information provided to it as a principal in the course of its FX and other trading business in order to effectuate and risk manage transactions. Specifically, unless otherwise agreed, WF may use the economic terms of a transaction (but not counterparty identity) in order to source liquidity and/or execute risk-mitigating transactions.

WF may analyze transaction-related information on an individual and aggregate basis for a variety of purposes, including risk management, sales coverage and counterparty relationship management. We also may disclose information regarding transactions (but not counterparty identity) together with other relevant market information, internally and to third parties, as market color or statistical data.

Notwithstanding any existing or future agreement to the contrary, by dealing with or continuing to deal with WF you are deemed to have consented to the disclosure of, and agree that we are authorized to disclose, information (including, as applicable and without limitation "material confidential information" within the meaning of CFTC Rule 23.410(c)) you provide to us from time to time (i) as may be requested by any regulatory, financial, taxing or other authority or organization or self-regulatory organization or judicial or governmental organization or quasi-governmental authority, agency, department or any derivatives clearing organization or securities exchange having or claiming authority to have jurisdiction over us that requests or requires such information from us (whether by statute, law, rule, regulation, court order, subpoena, deposition, civil investigative demand or otherwise), (ii) in connection with the investigation or defense of any actual or threatened proceeding, inquiry or investigation by any such organization or authority, or (iii) in connection with any actual or threatened proceeding or arbitration to which at least you and we are parties or are joined. In addition, by dealing with or continuing to deal with WF, you are deemed to have consented to the disclosure of information by us or our affiliates to third parties to the extent required by, or in order for us or our

affiliates to comply with, any applicable law or regulation to which we or our affiliates are subject, or any legal process, order or directive issued or commenced by any authority or body or agency to which we or our affiliates are subject, including any that mandates reporting and/or retention of transactions and similar information. Such disclosures may include pricing and other data furnished to a trade repository, and such disclosures could result in such information becoming available to the public.

You are further deemed to have consented to and agree to authorize WF to use information, including without limitation confidential information you provide to us from time to time, and to make accessible and/or disclose such information to and between WF's head office, branches, subsidiaries, representative offices, affiliates and their respective agents, advisors and third-party providers of products or services. In any such case, the use and disclosure may be for the purposes of (i) providing products or services to you (including any successors thereof), (ii) the performance of obligations or exercise of rights under such products or services, (iii) the compliance by WF or its affiliates with legal, compliance, accounting, risk management policies or internal requirements, (iv) the effective execution of any transaction for or with you or any related hedging or mitigating any actual or potential exposure (whether market risk, liquidity risk, credit risk or otherwise) that may be executed for or with you (including anticipatory hedging), whether such exposure is yours, WF's or an affiliate's, (v) evidence in any civil, regulatory or criminal proceeding in which such information is material, (vi) meeting or complying with any other applicable legal or regulatory requirements as described above, or (vii) outsourcing certain infrastructure and/or other tasks in order to streamline and/or centralize a series of processes linked to the finance, operational, back-office, credit, risk or other support or control functions.

You should be aware that your information may also be shared with domestic or foreign intermediary banks, affiliates, service providers, vendors and other agents or third parties, as applicable, to the extent necessary for executing, processing, clearing, novating, or settling your transaction or order, as may be applicable, on the basis that such entities will be responsible for protecting customer information they receive in carrying out such services.

This Foreign Exchange Dealing & Business Practices Disclosure may be revised from time to time. These terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law provisions.

For additional questions or comments related to this Disclosure, please contact your Senior FX Sales Representative. For information regarding how to contact us with any concerns or feedback, visit wellsfargo.com/help/feedback/