

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 14th day of January, 2002 ("Effective Date") by and between the following parties: Iowa Council of the United Blind and Utah Council of the Blind ("Claimants") and Wells Fargo Bank Iowa, National Association, and Wells Fargo Bank Northwest, National Association (collectively "Wells Fargo") for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum to this Agreement.

RECITALS

This Agreement is based on the following facts:

- A. Claimants are non-profit corporations that provide advocacy services on behalf of blind and vision-impaired persons in the States of Iowa and Utah, are dedicated to promoting the well-being of blind and vision-impaired persons, and provide information to the general public about the accomplishments, needs and contributions of blind and vision-impaired persons. Claimant Iowa Council of the United Blind is incorporated and has its place of business in the State of Iowa. Claimant Utah Council of the Blind is incorporated and has its place of business in the State of Utah. Among the members of both Councils and those on whose behalf they advocate and provide services, are many individuals with disabilities within the meaning of Section 3(2) of the Americans with Disabilities Act, 42 U.S.C. §§ 12101, 12102(2) ("ADA"), the regulations implementing the ADA contained in 28 C.F.R. §§ 36.101, et seq. ("ADA Regulations") and the state laws of Utah and Iowa. Many of these individuals hold bank accounts with Wells Fargo or hold bank accounts with other banks and would like to utilize Wells Fargo Automated Teller Machines ("ATMs") to access those accounts.
- B. Wells Fargo is doing business in the States of Iowa and Utah. Wells Fargo owns, leases or operates banking facilities that are considered to be public accommodations (42 U.S.C. § 12181(7)(F)), subject to the provisions of Title III of the ADA (42 U.S.C. §§ 12181, et seq.), the ADA Regulations, and applicable laws of the states of Utah and Iowa. Wells Fargo makes available numerous ATMs in the States of Iowa and Utah.
- C. A dispute has arisen between Claimants on one side, and Wells Fargo, on the other side, concerning whether Wells Fargo is providing Claimants, their members, and other blind and vision-impaired persons with legally required access to ATMs in the States of Iowa and Utah.
- D. The parties enter into this Agreement in order to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of potential litigation. In entering into this Agreement, Wells Fargo does not admit, and specifically denies, that it has violated or failed to comply with any provisions of

the ADA, the statutes of the States of Iowa and Utah, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Wells Fargo of any such violations or failures to comply with any applicable law. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Claimants with respect to technology, the requirements of any applicable law or Wells Fargo's compliance with such applicable law. This Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding, other than a proceeding to enforce the terms of this Agreement, to establish any liability or admission on the part of Wells Fargo or the existence at Wells Fargo or its ATMs of any condition constituting a violation of or non-compliance with the ADA, the State Acts, or other applicable law.

NOW, THEREFORE, the parties hereby agree to the following provisions:

1. Definitions.

As used in this Agreement, the following terms shall be as defined below:

1.1 Americans with Disabilities Act.

“Americans with Disabilities Act” or “ADA” means the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Title III implementing regulations, 28 C.F.R., Part 36, including Appendix A, the Standards for Accessible Design (hereinafter “Standards”).

1.2 ATM Location.

An “ATM Location” is a street address that includes one or more Wells Fargo Express ATMs (whether inside or outside or both), except in the following circumstances:

1.2.1 If a single building has multiple street addresses, the “ATM Location” is the entire building;

1.2.2 If a single street address is a large public facility (such as an airport, stadium or shopping mall) and has Wells Fargo ATMs in more than one area, each area containing a Wells Fargo ATM is an “ATM Location”; provided, however, that where a large public facility has multiple buildings (such as airport concourses) and any single building has Wells Fargo ATMs in more than one area, the entire building rather than each area containing the Wells Fargo ATMs will be deemed to be an “ATM Location.”

1.3 Counsel.

“Counsel” means Saperstein, Goldstein, Demchak & Baller, The Law Office of Elaine B. Feingold, and the attorneys practicing law therein.

1.5 Persons with Vision Impairments.

“Persons with Vision Impairments” means individuals who are blind or have central visual acuity not to exceed 20/200 in the better eye, with corrected lenses,

as measured by the Snellen test, or visual acuity greater than 20/200, but with a limitation in the field of vision such that the widest diameter of the visual field subtends an angle not greater than 20 degrees.

1.6 Primary Accounts.

“Primary Accounts” means the customer-designated primary account of each of the following types of accounts: (i) consumer checking; (ii) passbook savings; and (iii) market rate accounts, but only to the extent that the particular Primary Account to be accessed is available at the particular ATM Location to users without vision impairments.

1.7 Tactilely Discernible Controls.

“Tactilely Discernible Controls” means operating mechanisms used in conjunction with speech output that can be located and operated by touch. When a numeric keypad is part of the Tactilely Discernible Controls used on a Wells Fargo Talking ATM, all function keys will be mapped to the numeric keypad and the numeric keypad will have an “echo” effect that will confirm either the numeric entry or the user’s instruction in voice form, except for the entry of a personal identification number.

1.8 Wells Fargo Express Automated Teller Machine or Express ATM.

“Wells Fargo Express Automated Teller Machine” or “Express ATM” means a self-service card accessed electronic information processing device owned, leased or operated by Wells Fargo and installed in public locations for the primary purpose of conducting certain financial transactions directly through the devices. Such financial transactions may include one or more of the following: dispensing cash, accepting deposits, and processing other routine banking transactions for its customers, and for dispensing cash to ATM card and credit card account holders of other financial institutions that settle such transactions via various ATM and credit card networks.

1.9 Wells Fargo Talking ATM.

Wells Fargo Talking ATM means a Wells Fargo ATM that enables Persons with Vision Impairments to independently access the functions that are required to be accessible pursuant to section 4.1 or 4.2 of this Agreement. A Wells Fargo Talking ATM has the following features: (1) speech output; (2) volume control (if a mechanical method of adjusting volume is commercially available for Wells Fargo Automated Teller Machines from the vendors of those machines at the time those machines are converted to Wells Fargo Talking ATMs); (3) Tactilely Discernible Controls; (4) private audible output of information; (5) the same degree of privacy of user input as is provided to sighted users; (6) audible transaction prompts to enable completion of each function required by section 4.1 or 4.2 of this Agreement to be accessible; (7) audible operating instructions and orientation to machine layout; (8) ability for the user to interrupt audible instructions; (9) repeats audible instructions, and (10) audible verifications for all inputs, except that entry of the personal identification number need not be verified audibly with numbers. When the method for ensuring privacy is an earphone, the earphone jack will be placed in an easily locatable position and will be a standard, 3.5 millimeter size.

1.10 Wells Fargo’s 24-Hour Telephone Banking.

“Wells Fargo’s 24-Hour Telephone Banking” means both the automated and agent- or operator-assisted toll-free telephone banking customer service that Wells Fargo provides to its consumers 24 hours per day for conducting banking transactions and obtaining information.

2. Duration and Geographic Scope of Agreement.

This Agreement shall apply only to Wells Fargo’s provision of Wells Fargo ATM services within the States of Iowa and Utah. The term of this Agreement and its provisions shall remain in effect from the Effective Date through the end of the negotiations period set forth in section 5.

3. Installation of Wells Fargo Talking ATMs in Iowa and Utah.

3.1 Pilot Installations in 2001.

By no later than December 31, 2001, Wells Fargo will install Wells Fargo Talking ATMs at no fewer than ten (10) Wells Fargo ATM Locations in Iowa and ten (10) Wells Fargo ATM Locations in Utah. Operation of these twenty Wells Fargo Talking ATMs in 2001 will be considered a Pilot Project and their locations have been determined by Wells Fargo and agreed to by the parties. During the Pilot Project, the operational and usability aspects of the Wells Fargo Talking ATMs will be monitored and assessed by Wells Fargo. Upon request and reasonable notice, Wells Fargo personnel will confer with representatives of Claimants and Counsel to consider comments regarding the operation, usability and flow of the Wells Fargo Talking ATMs in Iowa and Utah. Wells Fargo shall also consider all written comments given by Claimants regarding the pilot Wells Fargo Talking ATMs provided that such comments and suggestions are consistent with this Agreement and the ADA and provided further that such comments are communicated by Counsel in writing on behalf of all parties and representatives in a timely manner. Within ten (10) business days, Wells Fargo shall provide Counsel with a specific response in writing regarding Wells Fargo’s position on each such comment, if such written comments are received by Wells Fargo within sixty (60) days of the Effective Date of this Agreement.

3.2 Installations in 2002.

In 2002, Wells Fargo will install Wells Fargo Talking ATMs in Iowa and Utah pursuant to the following schedule:

3.2(a) Iowa. By no later than June 30, 2002, Wells Fargo will install Wells Fargo Talking ATMs at a minimum of 35 Wells Fargo ATM locations in the State of Iowa. By no later than December 31, 2002, Wells Fargo will install Wells Fargo Talking ATMs at a minimum of 75 Wells Fargo ATM locations in Iowa. The Talking ATMs installed during the Pilot Project will be included in the numbers set forth in this section.

3.2(b) Utah. By no later than June 30, 2002, Wells Fargo will install Wells Fargo Talking ATMs at a minimum of 75 Wells Fargo ATMs locations in the State of Utah. By no later than December 31, 2002, Wells Fargo will install Wells Fargo Talking ATMs at a minimum of 196 Wells Fargo ATM locations in Utah. The

Talking ATMs installed during the Pilot Project will be included in the numbers set forth in this section.

3.2(c) Input Regarding Talking ATM Locations. Wells Fargo will provide Claimants with a list of the Iowa ATM Locations and Utah Locations at which Wells Fargo Talking ATMs are to be installed pursuant to this Agreement. Claimants and Counsel agree, acknowledge and understand that, until publicly announced by Wells Fargo, any and all information provided to Claimants and Counsel on this list is confidential and proprietary information and, until disclosed publicly by Wells Fargo, constitutes trade secrets of Wells Fargo under applicable law. Claimants and Counsel agree that until an ATM is actually installed and operational at a specific location, or is otherwise publicly disclosed, they will not disclose any information on this list to any other person for any reason, except as required by law or to enforce the terms of the Agreement. Wells Fargo will consider in good faith any written suggestions from Claimants regarding priority ATM Locations from the list provided by Wells Fargo. If Wells Fargo ceases to own, operate or lease any of the listed ATM Locations after the Effective Date, such ATM Locations shall no longer be subject to this Agreement as of the date upon which Wells Fargo ceases to own, operate or lease the ATM Location. Such ATM Locations shall be subtracted from the number of Wells Fargo Talking ATMs required to be installed pursuant to section 3.2(a) or 3.2(b) unless the ATM Location is relinquished to a parent, successor or assign of Wells Fargo.

3.3 Newly Installed Wells Fargo Web Enabled ATMs.

Throughout the term of this Agreement, each Wells Fargo ATM Location in Iowa or Utah which receives a web enabled Wells Fargo ATM will receive a minimum of one Wells Fargo Talking ATM provided that the installed ATM model has been certified for installation as a Wells Fargo Talking ATM. As used in this Agreement, a web enabled ATM is an ATM that runs on a Windows-based operating system.

4. Functionality of Wells Fargo Talking ATMs.

4.1 Wells Fargo Talking ATMs Installed in 2001 and 2002.

Wells Fargo Talking ATMs installed in Iowa and Utah in 2001 and 2002 pursuant to sections 3.2(a), 3.2(b) and 3.3 shall have the following functionality, provided those functions are available to sighted persons at the Wells Fargo ATM Location at which the Wells Fargo Talking ATM is installed: (i) transfers between a user's Primary Accounts; (ii) deposits to a user's Primary Accounts; (iii) cash withdrawals from a user's Primary Accounts; (iv) stamp purchases from a user's Primary Accounts; (v) cash withdrawals and stamp purchases from a user's credit card account when the ATM is accessed through the user's credit card; and (vi) account balance information about a user's Primary Accounts.

4.2 Additional Functionality and Instructions To Be added in 2003.

By no later than March 31, 2003, the following functions will be added to all Wells Fargo Talking ATMs installed in Iowa and Utah, provided those functions are available to sighted persons at the Wells Fargo ATM Location at which the Wells Fargo Talking ATM is installed: (i) audible output in Spanish of all

information necessary to conduct the functions listed in section 4.1 and this section 4.2; (ii) direct deposit advance; (iii) payment in envelope; (iv) ability to conduct the transactions listed in Section 4.1 and this Section 4.2 from up to five (5) accounts of each type; and (v) the ability to obtain a printed copy of a “mini-statement”. Wells Fargo will inform Claimants in writing within thirty (30) days of the date such functionality is included on Wells Fargo Talking ATMs in Iowa and Utah. In addition, by no later than March 31, 2003, audible instructions will be added to provide the user with information about how to review and cancel entries for the particular function, or the function itself, without canceling the entire ATM transaction to the extent that sighted users can do so.

5. Further Negotiations in 2003.

On a date between January 1, 2003 and March 31, 2003, to be determined by the Parties, the Parties shall begin negotiating in good faith regarding (1) any Wells Fargo ATM Location in Iowa or Utah at which a Wells Fargo Talking ATM has not been installed; (2) any function available to sighted users on any Wells Fargo ATM that is not set forth in Section 4.1 or 4.2 of this Agreement; and (3) the installation of volume control at any ATM Location at which a Wells Fargo Talking ATM does not contain a method for the user to control the volume of the ATM’s audible output. Such negotiations shall continue for a period not to exceed sixty (60) days (“Negotiation Period”) unless extended in writing by the Parties. If the Parties reach agreement on the issues subject to these further negotiations, that agreement will be memorialized in writing as an Addendum to this Agreement.

6. Provision of Private Listening Devices.

Wells Fargo shall provide private listening devices free of charge to Persons with Vision Impairments for their use with Wells Fargo Talking ATMs in Iowa and Utah.

7. Signage and Labels.

7.1 Signage at Wells Fargo Talking ATMs.

Each Wells Fargo Talking ATM will have a symbol that identifies it as a Talking ATM. Any text in that sign shall be in large print and Braille.

7.2 Labels on Wells Fargo Talking ATMs.

All Wells Fargo Talking ATMs in Iowa and Utah shall have Braille labels identifying the following components: all function keys, the earphone jack, deposit slot, card slot, cash dispenser and receipt dispenser. In addition, the earphone jack at each Wells Fargo Talking ATM will be placed in an easily locatable position and will be identified with large print.

7.3 Braille Labels at Wells Fargo ATMs.

Wells Fargo will maintain its current effort to provide Braille instructions at the ATM describing transaction steps for certain ATM functions without use of the audio program.

8. Telephone Banking Fee Waivers.

After a reasonable request can be processed in the normal course of Wells Fargo's business, Wells Fargo will begin waiving fees associated with the use of its 24-hour Telephone Banking services for Persons with Vision Impairments.

9. Maintenance of Wells Fargo Talking ATMs.

Wells Fargo will maintain its Wells Fargo Talking ATMs in Iowa and Utah in operable working condition at all times except for isolated or temporary interruptions in service due to maintenance or repairs. Should a Wells Fargo Talking ATM malfunction, Wells Fargo will correct the problem within 24 hours of receiving notice of the problem if Wells Fargo receives notice of the malfunction on Monday through Friday or by the next business day if Wells Fargo receives notice of the malfunction on the weekend.

10. Training Regarding Wells Fargo Talking ATMs.

Wells Fargo will train its employees who serve the public in Iowa and Utah regarding the use and operation of the Wells Fargo Talking ATMs, including on how to refer customers to Wells Fargo 24-Hour Telephone Banking or the Wells Fargo website to locate Wells Fargo Talking ATM locations, in accordance with its normal training practices. Within ninety (90) days of the Effective Date, Wells Fargo will retain an outside consultant, who will be proposed by Wells Fargo and approved by Claimants and Counsel in their reasonable discretion, to advise Wells Fargo on its training procedures regarding the use and operation of the Wells Fargo Talking ATMs. The training shall include a requirement that the branch or customer service manager at each Wells Fargo ATM Location at which multiple customer service employees are assigned and at which a Talking ATM is installed complete a Talking ATM Installation Checklist at least twenty-four (24) hours before the Talking ATM at that Location is made available to the public. The Checklist shall, at a minimum, have a place for every such branch or customer service manager of the Location at which the Talking ATM is installed to indicate that they (1) have used the machine with an earphone; (2) know where the earphones and instructions are available at the Location; (3) know how to report a Talking ATM malfunction; (4) have received training regarding the use, operation and placement of the Talking ATM at the Location; and (5) have instructed all customer service employees assigned at that Location to use the machine with an earphone and where to locate available earphones at the Location. A copy of the Checklist will be provided to Counsel within sixty (60) days of execution of this Agreement.

11. Future Compliance with Statutes, Regulations and Standards.

11.1 Effect of Change in Law or Regulation.

The Parties acknowledge that after the Effective Date, standards for access to ATM services to Persons with Vision Impairments, which are different from Wells Fargo's obligations under this Agreement, may be established by applicable new laws or regulations. In the event of such a change, the Parties agree that where the new law or regulation imposes a less rigorous obligation than provided in this Agreement, Wells Fargo's compliance with the new law or regulation will constitute compliance with this Agreement, provided that Wells Fargo follows the procedures set forth in Section 11.2, below. Where the law imposes a more stringent obligation than provided in this Agreement, the parties agree that: (1) nothing in this Agreement shall limit Wells Fargo's obligation to comply with or Claimants' ability to pursue claims under any such applicable laws and regulations that are amended or enacted after the Effective Date of this Agreement; and (2) no action by Wells Fargo, which is permitted or required by such laws or regulations, shall constitute a breach of this Agreement. Prior to the initiation of any litigation raising claims based on a change in the applicable law or regulations after the Effective Date of this Agreement, the Parties will follow the Alternative Dispute Resolution Procedures outlined in Section 13 of this Agreement.

11.2 Modification Based on Change of Law or Regulations.

If any party to this Agreement contends that there is a change in any applicable law or regulation, which will necessitate a modification under Section 11.1, above, because it imposes a less rigorous obligation than provided in this Agreement, that party shall notify counsel for the other parties in writing. The notification will include the way in which the party contends the Agreement should be modified as a result of the change in law or regulation. The proposed modification will become effective thirty (30) days after such notification unless counsel for the other parties object in writing to the proposed modification. In the event of disagreement between the parties over the appropriate modifications to this Agreement as contemplated by this Section, the parties shall meet and confer and shall work together in good faith to resolve the disagreement. Failure to reach agreement during such meet and confer shall be considered a dispute to be resolved pursuant to Section 13 of this Agreement.

12. Modification of Talking ATM Installation Schedule.

12.1

Pursuant to the terms of the notice procedure set forth in Section 12.2 below, Wells Fargo may seek modification of this Agreement if:

12.1(a) The development, testing, implementation and installation of Wells Fargo Talking ATMs has a substantial adverse effect on the individual performance of a substantial number of such ATMs or on the overall performance or security of Wells Fargo ATM operations; or

12.1(b) The available technology does not permit Wells Fargo to develop and install Wells Fargo Talking ATMs that will operate effectively to enable Persons with Vision Impairments to independently use the machines for the functions provided.

12.2 Notice.

If Wells Fargo concludes, based upon the exercise of its reasonable business judgment and discretion, that the conditions set forth in Sections 12.1(a) or 12.1.(b) have occurred or will occur, Wells Fargo shall provide Claimants and Counsel with written notice that states (a) which condition has occurred or will occur; (b) the factual basis for Wells Fargo's conclusion that a condition stated in Sections 12.1.(a) or 12.1.(b) has occurred or will occur; and (c) the nature of the modification sought by Wells Fargo to address the condition that has occurred or will occur.

12.3 Performance Suspended.

Delivery by Wells Fargo to Claimants and Counsel of Wells Fargo's written notice shall suspend for forty-five (45) days Wells Fargo's performance of its executory obligations under the portion of Section 3 of the Agreement that Wells Fargo seeks to modify. Any such suspension shall not constitute a breach of Section 3 of this Agreement, shall not excuse the continued performance of the Agreement by Claimants during the suspension period, and shall not excuse Wells Fargo's continued performance during the suspension period of all other portions of the Agreement not affected by the suspension.

12.4 Meet and Confer.

Within thirty (30) days after Claimants' and Counsel's receipt of Wells Fargo's written notice, the parties shall informally meet and confer to attempt to reach an agreement regarding the matters stated in the notice. Prior to the meet and confer, upon Claimant's or Council's reasonable request, Wells Fargo will provide Claimants with reasonably sufficient information and related documents for them to assess the matters stated in Wells Fargo's notice. If the Parties are able to agree upon the matters stated in Wells Fargo's notice, they shall work together in good faith to agree upon an appropriate amendment to Section 3 and the other sections governing the Talking ATMs (the "affected portions of this Agreement"). In such circumstances, the Parties shall proceed with the agreement as so amended. If within fifteen (15) days after the meet and confer the Parties are unable to agree upon the matters stated in Wells Fargo's notice or upon an appropriate amendment to the affected portions of this Agreement, the matter shall be submitted to binding arbitration pursuant to section 13.5 on the question of whether the modification sought meets the standards of Section 12.1 and/or would warrant the modification sought by Wells Fargo in Section 12.2.

13. Additional Provisions Regarding Notification of Non-Compliance and Dispute Resolution.

Any dispute between Claimants and Wells Fargo regarding the terms of this Agreement or its implementation shall be subject to the following dispute resolution process, except that sections 13.1 through 13.4 shall not be applicable to any issue that has been subject to the meet and confer provisions of section 12.4.

13.1 Notification of Non-Compliance and Opportunity to Cure.

If at any time a party believes that the other party has not complied with any provision of this Agreement, that party shall notify the other party in writing describing the alleged act of non-compliance. Such notice shall be deemed to include a demand to immediately cure the non-compliance. The party allegedly in non-compliance shall respond in writing to the notice within ten (10) days of its receipt. The response shall describe the steps that the party will take, if any, to cure the non-compliance. Within ten (10) days of the response to any notice provided pursuant to this subsection, the parties shall meet and confer by telephone or in person to attempt to resolve the issue. The party allegedly in non-compliance will not be deemed to be in breach of the Agreement unless the Parties fail to resolve the dispute in the meet and confer process described in Section 13.3, below.

13.2 Notice of Dispute.

If after compliance with Section 13.1, above, Claimants or Wells Fargo have reason to believe that a dispute exists, the initiating party shall give prompt written notice to the other party, including: (a) a reference to the specific provisions of the Agreement that are involved; (b) a statement of the issue; (c) a statement of the remedial action sought by the initiating party; and (d) a brief statement of the specific facts, circumstances and any other arguments supporting the position of the initiating party.

13.3 Meet and Confer.

Within two weeks of receipt of the Notice provided by Section 13.2, Claimants and Wells Fargo shall informally meet and confer and attempt to resolve the dispute.

13.4 Informal Discovery.

As part of the meet and confer process, the Parties shall exchange relevant documents and/or other information and engage in informal discovery in an attempt to resolve the issues in dispute. Such informal discovery may include, but is not limited to, interviewing witnesses and experts and requesting additional information or supporting documentation. Any disagreement about information to be provided shall be handled pursuant to the provisions of Sections 13.2 through 13.5, herein.

13.5 Submission to Binding Arbitration.

13.5(a) If the matters raised in a Notice provided pursuant to section 13.2 herein are not resolved within thirty (30) days of the initial meet and confer required by section 13.4, either party may submit the unresolved matters to binding arbitration as set forth herein. The arbitrator shall also have the power to modify the Agreement upon a finding that the standards set forth in Sections 11 or 12 have been met.

13.5(b) Arbitration shall be held before the Honorable Eugene Lynch of JAMS provided that he is available to schedule a hearing on the matter within sixty (60) days of the submission to binding arbitration and to render a written decision on the matter within ninety (90) days of the first hearing date. If Judge Lynch is unavailable, the arbitration shall be held before Judge Daniel Weinstein of JAMS provided he can meet this time schedule. If neither Judge Lynch nor Judge

Weinstein are available within the time frame set forth herein, the JAMS arbitration selection procedure shall be utilized.

13.5(c) Any performance that has been suspended pursuant to section 12.3 herein and is the subject of a matter submitted to binding arbitration pursuant to this section shall continue to be suspended through the date of the arbitrator's written decision.

13.6 Law Governing Interpretation and Application of Agreement.

The terms of this Agreement, and the provisions thereof, shall be interpreted and applied pursuant to the laws of Iowa (with respect to Express ATMs in Iowa) or Utah (with respect to Express ATMs in Utah), and the ADA.

14. Notice or Communication to Parties.

Any notice or communication required or permitted to be given to the parties hereunder shall be given in writing by any two of the following means: e-mail, facsimile, United States mail or overnight delivery, addressed to the following people:

To Claimants:

Linda M. Dardarian, Esq.
c/o Saperstein, Goldstein, Demchak & Baller
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
Fax No.: (510) 835-1417
[email omitted]

Elaine B. Feingold, Esq.
Law Office of Elaine B. Feingold
1524 Scenic Avenue
Berkeley, CA 94708
Fax No.: (510) 548-5508
[email omitted]

To: Wells Fargo:

Teresa L. Lai, Esq.
Wells Fargo
Legal Department
633 Folsom Street, 7th Floor
San Francisco, CA 94107
Fax No.: (415) 975-7819
[email omitted]

Fred W. Alvarez, Esq.
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road

Palo Alto, CA 94304
Fax No.: (650) 565-5100
[email omitted]

15. Talking ATM Information.

15.1. Information to Claimants.

Once every three months, Wells Fargo provide Claimants with a list of each Wells Fargo Talking ATM Location in Utah and Iowa, including its address, installed during the previous three month period.

15.2. Information to the Public.

15.2(a) Telephone, Branch Staff, and Website Information. Wells Fargo's 24-Hour Telephone Banking agents, and Wells Fargo's website will provide information to Persons with Vision Impairments about the locations of the Wells Fargo Talking ATMs. Wells Fargo shall provide a toll-free telephone number through which Persons with Vision Impairments may acquire this information, and Wells Fargo shall not charge Persons with Vision Impairments any fee for telephone calls seeking information about the locations of the Wells Fargo Talking ATMs.

15.2(b) Joint Statement. The Parties have agreed upon a joint statement regarding the provisions of this Agreement, a copy of which is attached hereto as Exhibit A. The Parties agree that statements made to the press and to third parties will be consistent with the joint statement and this Agreement.

16. Modification in Writing.

Except as may be ordered by the arbitrator pursuant to Section 13.5, no modification of this Agreement by the Parties shall be effective unless it is in writing and signed by authorized representatives of all the Parties hereto.

17. Agreement Binding on Assigns and Successors; No Third Party Beneficiaries.

17.1 Assigns and Successors.

This Agreement shall bind any assigns and successors of Wells Fargo and Claimants. Counsel shall be notified in writing within thirty (30) days of the existence, name, address and telephone number of any successors and assigns of Wells Fargo.

17.2 No Third Party Beneficiaries.

This Agreement is for the benefit of the parties hereto only and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom, or enforce against either party any provision hereof. The parties specifically intend that there be no third party beneficiaries to this Agreement, including, without limitation, the members of the Council.

18. Force Majeure.

The performance of Wells Fargo under this Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, strikes or lockouts, unavailability of parts, equipment or materials through normal supply sources, acts of sabotage or terrorism or the failure of any utility to supply its services for reasons beyond the control of Wells Fargo. If Wells Fargo seeks to invoke this Section, it shall notify Counsel in writing as soon as reasonably possible, specifying the particular action that could not be performed and the specific reason for the non-performance. Counsel and Wells Fargo will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action. Any dispute regarding the applicability of this Section, or any future action to be taken, that remains after the meet and confer session will be handled as a dispute pursuant to Section 13 of this Agreement.

19. Integrated Agreement.

This Agreement and the Confidential Addendum executed concurrently herewith constitute the entire Agreement relating to the subject matters addressed therein.

20. Rules of Construction.

Each party and its legal counsel have reviewed and participated in the drafting of this Agreement; and any rule of construction to the effect that ambiguities are construed against the drafting party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement. The Recitals are integral to the construction and interpretation of this Agreement and are therefore incorporated into this Agreement in their entirety.

21. Quadruplicate Originals/Execution in Counterparts.

All parties and Counsel shall sign four copies of this document and each such copy shall be considered an original. This document may be executed in counterparts.

- **WELLS FARGO BANK IOWA, NATIONAL ASSOCIATION**
- **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**
- **IOWA COUNCIL OF THE UNITED BLIND**
- **UTAH COUNCIL OF THE BLIND**

APPROVED AS TO FORM:

- **WILSON SONSINI GOODRICH & ROSATI**

By: Fred W. Alvarez, Esq., Attorneys for Wells Fargo

- **SAPERSTEIN, GOLDSTEIN DEMCHAK & BALLER**

By: Linda M. Dardarian, Esq.

- **THE LAW OFFICE OF ELAINE B. FEINGOLD**

By: Elaine B. Feingold, Esq.

Attorneys for Claimants