

Wells Fargo Grant Terms & Conditions

These Grant Terms and Conditions (“Terms and Conditions”) govern the terms of the grant or sponsorship (the “Grant”) your Organization (“Grantee”) was awarded by the Wells Fargo Foundation, Wells Fargo & Company, Wells Fargo Bank, N.A., or one of its related entities (collectively “Wells Fargo”). The Wells Fargo entity awarding the Grant is referred to in these Terms and Conditions as “Grantor.” By accepting, spending, or depositing the Grant payment, Grantee agrees to accept and administer the Grant in accordance with these Terms and Conditions.

- A. Amount of Grant. The amount of the Grant is specified in the e-mail sent to Grantee by Wells Fargo entitled “WELLS FARGO PAYMENT NOTIFICATION” (the “Funding Confirmation Email”). If specified in the Funding Confirmation Email, the Grant may be paid in multiple installments.
- B. Purpose of Grant. Grantee must use the Grant funds solely for charitable, scientific, educational, or literary purposes that advance its mission, as further described in Grantee’s Grant application, as approved by Wells Fargo (the “Program”). Grantee must notify Wells Fargo immediately if Grantee is unable to use some or all of the Grant funds for the Program in accordance with these Terms and Conditions.
- C. Grantee Representations. Grantee represents, warrants, and covenants that:
1. Grantee maintains tax-exempt status as (i) an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) or (ii) an organization that is described in Section 170(c)(1) or Section 511(a)(2)(B) of the Code;
 2. Grantee’s tax-exempt status has not been suspended or revoked, nor has Grantee been notified of any potential suspension of such status;
 3. Grantee’s receipt of the Grant and compliance with the Terms and Conditions will not cause Grantee to be in violation or conflict with its governing documents;
 4. Grantee’s receipt of the Grant will not have any material adverse effect on its tax or legal status, nor will it put Grantee at material risk of failing to meet any applicable public support test during any year in which Grant funds will be expended;
 5. Grantee has not filed, nor has had filed against it, any petition under any federal or State bankruptcy law, nor been adjudicated bankrupt or insolvent, nor has any trustee in bankruptcy or receiver been appointed for its business or property; and
 6. Grantee, at its sole cost and expense, will maintain and keep in force adequate insurance coverage in amounts that are reasonably necessary and customary to protect against any potential liability that may arise from the Program.
- D. Prohibited Uses of Funds.
1. Grantee shall not use any of the Grant Funds to (i) conduct lobbying activities or otherwise participate in, intervene, or influence any election, political campaign, law making or legislative activity; or (ii) make any loans, advances, or other extensions of credit to any Grantee executives, officers, or directors (or any relatives of any of the foregoing).

2. Grantee represents that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism, and the terrorist related lists promulgated by the U.S. Government. Grantee will use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.
- E. Reports. Upon Wells Fargo's request, Grantee must furnish a written impact report associated with the Program in accordance with instructions to be provided by Wells Fargo. If the Grant will be paid in more than one installment, each payment is contingent upon Wells Fargo's receipt and acceptance of any reports due prior to payment of such installment.
 - F. Books and Records. Grantee will maintain complete and accurate records of receipts and expenditures charged against the Grant that are sufficiently detailed to identify the use of the Grant funds in compliance with these Terms and Conditions. Such records shall be retained for a period of at least three years. Upon the request of Wells Fargo, Grantee will promptly, and in all cases within 30 days, provide any records requested by Wells Fargo that are reasonably related to confirming Grantee's compliance with these Terms and Conditions.
 - G. Publicity. Grantee agrees to use its best efforts to publicly acknowledge the Grant and to refer to Grantor's support in any public campaigns promoting the Program. Any acknowledgement or external communication by Grantee of this Grant in announcements or publications, including any press release, should identify the donor as "Wells Fargo Foundation" (if Grantor is the Foundation) or "Wells Fargo" (if Grantor is another Wells Fargo entity), and should be coordinated with, and approved prior to use (which approval will not be unreasonably withheld) by Wells Fargo. Grantee will use its best efforts to cooperate with the internal review and approval requirements of Wells Fargo for any public announcements or publications, and will comply with Wells Fargo's naming, logo, trademark, service mark and branding standards in effect from time to time. Grantee may contact their Wells Fargo relationship manager to initiate the logo request and approval process. A copy of Wells Fargo logo standards is included in **Exhibit A** for Grantee's convenience. Wells Fargo may include Grantee's name, logo and photos in announcements, articles, reports, brochures, and similar items which list recipients of grants provided by Grantor.
 - H. Subgrants. Grantee may select subgrantees and contractors of its choice to achieve the purposes of the Grant. Grantee acknowledges that Grantor has not earmarked the use of the Grant funds for any other organization or individual and that Grantor will not direct or control the selection of any subgrantee or contractor. Grantee must not direct, authorize, or tolerate a subgrantee's or contractor's use of Grant funds in any manner in which Grantor is not permitted to use such funds.
 - I. Fiscal Sponsor. If Grantee acts as a fiscal sponsor in the course of administering the Program, Grantee warrants that (1) it has undertaken the proper legal, tax, documentation, and oversight procedures to ensure that the Grant funds are being

lawfully distributed, (2) any disbursement of Grant funds is within the sole discretion of Grantee, and (3) the mission and charitable purpose of any organization receiving a portion of the Grant funds, and the use by such organization of any such Grant funds, is consistent with the charitable purpose of this Grant.

- J. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its affiliates, officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee or any of its employees or agents, in applying for or accepting the Grant, in expending or applying the Grant funds or in carrying out the Program.
- K. No Warranty of Future Grants. Wells Fargo makes no express or implied representations or warranties as to the availability or award of any future grants.
- L. Return of Funds; Breach. Grantor reserves the right, in its sole discretion, to require Grantee to repay any Grant funds that have not been expended or committed in accordance with these Terms and Conditions (whether expended for a purpose not in accordance with these Terms and Conditions, or not spent at all) to the Grantor, except where Grantor has agreed in writing to an alternate use of the unused funds.
- M. Default. Grantor reserves the right, in its sole discretion, to delay any remaining payments or discontinue funding if (1) Grantee has not reasonably made meaningful progress towards achieving the objectives of the Grant or the content of any required written report; (2) Grantee breaches or fails to comply these Terms and Conditions; (3) Grantee files or has filed against it any petition under federal or state bankruptcy law; or (4) Grantee ceases to maintain its tax status. Grantor shall not unreasonably refuse to make any payment required by these Terms and Conditions. Grantee's failure to comply with these Terms and Conditions may prevent Grantee from being considered for future grants from Wells Fargo.
- N. Compliance. Grantee shall comply with all applicable laws, rules, and regulations in connection with its obligations under these Terms and Conditions and its administration of the Program.
- O. Foundation Grants. If Grantor is the Wells Fargo Foundation, Grantee represents and warrants that it is neither a private foundation nor a Type III non-functionally integrated supporting organization. In addition, Grantee must not knowingly and without the express written consent of the Foundation, use the Grant funds to compensate or otherwise provide a benefit to Wells Fargo or any person who is a director, officer, employee, or consultant of Wells Fargo.

If you have any questions or are unwilling to accept these Terms and Conditions, please contact wffound@wellsfargo.com prior to spending or depositing the Grant.

Exhibit A

Logo standards for third-party applications

These standards are appropriate for clients/strategic relationship partners, vendors, sponsors, grantees, or others authorized to use the Wells Fargo logo in third-party applications. Please work with your Wells Fargo business contact to procure the correct logo for your particular application, and do not modify or alter the art unless consented to in writing by Wells Fargo. Third parties who have completed brand education and are authorized to execute creative following Wells Fargo's brand standards should refer to [Brand Central](#) for appropriate logo treatments and guidance. This does not apply to sponsors and grantees.

Box logos: Preferred for most third-party applications.



Third-party box logo: This asset is used exclusively in third-party color applications to correctly express our core brand identifiers. It consists of the red box logo that sits atop a yellow rule. These elements are locked into place and should not be detached. Use provided art only, do not recreate.



Black box logo: This logo should only be used for one- or two-color (black plus one color) applications, or when other parties' logos are all appearing in black on the same application. Note the lettering is always white, not transparent to the background.



Reverse box logo: The reverse version should only be used when other parties' logos appear in white on the same application, or when the background color does not provide the necessary contrast to support the color third-party box logo.

Sponsored by



Presented by



Financing provided by

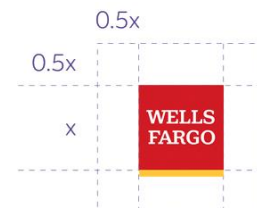


Funding provided by



Logos with endorsement lines: All the box logos shown above are also available with endorsement lines, which can be used to clarify Wells Fargo's role in an event or program, and provide context around the relationship between Wells Fargo and the third party. Please use provided artwork and do not typeset your own endorsement line. If alternative endorsement verbiage is needed, work with your Wells Fargo business contact to procure a custom solution.

Size and clear space standards: The minimum size of the logo is .25 inches (40 pixels) wide. In print, the preferred size is .625 inches (60 pixels) wide, but this may vary to ensure size parity between other sponsors or grantees who may be appearing in the same space. There should be sufficient clear space around all sides of the logo, measured as half the width of the red box. If an endorsement line is used, ensure .5x clear space above the endorsement line.



Trademark attribution statement, if provided: The Wells Fargo box logo is a trademark of Wells Fargo & Company used with permission.

Wordmarks: Use for horizontal formats, or to ensure size parity with other parties, or for a more subdued brand expression.

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Third-party wordmarks: These wordmarks are used exclusively in third-party color applications to correctly express our core brand identifiers. They are special assets consisting of red wordmarks with a yellow rule beneath. These elements are locked into place and should not be detached. Use provided art only, do not alter the position of the yellow rule or recreate.

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One-color wordmarks: These wordmarks should only be used for one- or two-color (black plus one color) applications, or when other parties' logos are all appearing in black or another color on the same application.

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Reversed wordmarks: The white versions should only be used when other parties' logos appear in white on the same application, or when the background color does not provide the necessary contrast to support the color wordmark.

Size and clear space standards for horizontal wordmark: The minimum size of the horizontal wordmark is .10 inches (7 pixels), measured by the height of the W. There should be sufficient clear space around all sides of the wordmark, measured as twice the height of the W.



Size and clear space standards for stacked wordmark: The stacked wordmark is sized according to the context, dependent on space and desired impact. Ensure wordmark is surrounded by well-balanced amounts of clear space all around.



Considerations in broadcast media: There may be situations where a white one-line wordmark with yellow rule may appear on a red field that spans the full width and height of the application. These must be custom-built based on the unique specifications of the application. Please work with your Wells Fargo business contact to procure a customized logo through the Wells Fargo Brand Identity team. Do not create your own asset.

Trademark attribution statement, if provided: The Wells Fargo wordmark is a trademark of Wells Fargo & Company used with permission.

Brand colors

In print: Our primary logo colors (Wells Fargo Red and Wells Fargo Yellow) are represented as PMS, CMYK, and digital print colors. When printing our WF Red with process colors on a digital press, note that the formulation changes to a digital-press only build of 0/97/100/6.*

WF Red	WF Yellow
RGB 215 30 40	RGB 255 205 65
HEX #D71E28	HEX #FFCD41
CMYK 0 95 100 0*	CMYK 0 10 100 0
PMS 2035 C/U	PMS 116 C/115 U

In digital: Our colors are represented as RGB and Hexadecimal.

NOTE: Do not use the Wells Fargo logo adjacent to any other logo or trademark or in a lockup without prior written approval from a Wells Fargo line of business EVP/SVP. As well, your Wells Fargo business contact must work with their brand steward to complete and submit an exception request form to the [Wells Fargo Brand team](#).