

Section 1. Defined Terms

“Additional Bank Entities” means any direct or indirect subsidiary or affiliate of Wells Fargo & Company (other than the Core Bank Entities) included in its consolidated financial statements filed with the U.S. Securities and Exchange Commission from time to time.

“Agreement” means this Agreement, as it may be amended from time to time in accordance with its terms.

“Aggrieved Person” means a Person who has Grievances.

“Bank” means the Core Bank Entities and all Additional Bank Entities, both collectively and individually.

“Broadcast Push for Compensation” means an Outside Demand for Compensation that is part of Significant Public Attention.

“Center” means, in relation to any matter, presenting that matter as the principal grievance, primary concern, or dominant justification for any Initiative, including any Pursuit of Monetary Gain, rather than as background, contextual, or ancillary information related to another issue.

“Core Bank Entities” means Wells Fargo & Company and Wells Fargo Bank, N.A.

“Digital Files” means any and all files, records, documents, data, or other content created, stored, transmitted, or maintained in electronic or digital form, regardless of format, type, or medium, including but not limited to text files, image files, audio files, video files, compressed archives, executables, and portable document files (e.g., .pdf, .zip, .mp3, .mp4, .docx, .xlsx, .jpg, .png, and any other file extension now known).

“Direct Initiative” means a set of actions taken with the intent to create Public Attention directly through Publishing Channels.

“Effective Date” means the date on which this Agreement has been executed by both Parties.

“Evidence of Actionable Subsequent Conduct” means Evidence of Subsequent Conduct for which the associated Subsequent Conduct would reasonably be expected to give rise to a cause of action.

“Evidence of Subsequent Conduct” means objective facts, events, communications, records, or observable patterns of conduct occurring after the Effective Date that are perceptible to Mr. Williams and that are capable of indicating that Subsequent Conduct has occurred.

For avoidance of doubt, Evidence of Subsequent Conduct does not require adjudication, formal determination, or satisfaction of any legal burden of proof and shall be assessed based on the existence of objective indicia rather than on ultimate legal correctness.

“External Storage” means external hard disks, in any form, and web-based services that are used for storing Digital Files, but which do not have a native video or audio streaming interface through which the Digital Files are immediately accessible for viewing or listening.

“External Storage Distribution Services” means External Storage services that are configured to permit unrestricted public access or retrieval without individualized authorization.

“Grievances” means one or more grievances, that concern one or more Persons, held or expressed by a Person.

“Indirect Initiative” means a set of actions taken with an intent to create Public Attention that are not directed at Publishing Channels.

“Initiative” means any Direct Initiative or Indirect Initiative that is taken after the Effective Date.

“Mr. Williams” means Leonard Clinton Williams III.

“Outside Demand for Compensation” means demands from one or more Third Parties that Mr. Williams be financially compensated for the Subject Matter.

“Parties” means Mr. Williams and the Bank.

“Party” means one of the Parties.

“Person” means a person or other legally existing entity.

“Persons” means, in relation to any qualification, the collective of each and every Person who meets that qualification.

“Privately Owned Computers” means, as of any given time, all of the notebook, mini-notebook, and desktop computers that are personally owned by Mr. Williams.

“Privately Owned Mobile Computing Devices” means, as of any given time, all tablets, smartphones, or similar devices that are personally owned by Mr. Williams.

“Prudent Security Protocol” means a set of reasonable handling practices for Related Files stored in unencrypted form on a Privately Owned Computer or Privately Owned Mobile Computing Device, as follows:

Air Travel and Device Repair.

Prior to carrying a device during air travel or submitting a device for repair at an external location, any Related Files that remain on the device shall be Securely Encrypted.

If, in the case of a Mobile Computing Device, no practical means exist to decrypt the Related Files while the device remains in use, the Related Files shall be deleted from the device prior to the travel or repair. A replacement copy of the Related Files may be transferred back to the device after the travel or repair has been completed.

Device Disposal.

Prior to disposing of a device through sale, gift transfer, or a waste-management system, Mr. Williams shall delete any Related Files from the device such that they are no longer accessible through normal device operation. Reasonable care shall be taken, where applicable, to remove residual folders created during an operating system reset or migration process (such as a Windows.old folder or similar system-generated directories).

“Pursuing Monetary Gain” means a pattern of conduct that is clearly indicative of an intent to financially gain by obtaining payment from the Bank.

“Publishing Channels” means public facing social media applications and any and all Persons who have a reasonable potential to create Public Attention by virtue of their public-facing role, platform, or audience.

“Public Attention” means Public Awareness concerning Grievances.

“Public Awareness” means, in regard to any subject, public awareness or public controversy concerning that subject.

“Related Files” means all Digital Files that have been created by Mr. Williams prior to the Effective Date and that satisfy the Related File or Files Determination Test, excepting Digital Files that have been deleted or are otherwise unrecoverable.

“Related File or Files Determination Test” means a standard that Digital Files can be evaluated by, in which a given Digital File meets the standard:

1. Contains information that would lead a reasonable person to identify the Bank as the subject of a dispute involving Mr. Williams; and
 - a) contains information about the nature of the dispute or the events the dispute concerns; or
 - b) makes negative factual assertions or characterizations concerning the dispute.

That Digital File shall be considered a Related File. If a collection of multiple Digital Files, when the contents of each is considered altogether, would meet this standard, then those files should be considered Related Files to the extent that they are intentionally compiled together for purposes of documenting or addressing the dispute.

“Securely Encrypted” means, with respect to any Digital File, that the file is protected against unauthorized access through the application of encryption implemented in good faith using either:

- (a) a commercially available software application or operating system feature that is commonly used in industry practice to encrypt digital files; or

(b) a custom-developed encryption system implemented by Mr. Williams for use on his personally owned computing devices, provided that such system is designed and used in a manner reasonably intended to prevent unauthorized access to the encrypted files.

Securely Encrypted does not require the use of any specific algorithm, certification, or third-party validation, and does not require resistance to all conceivable attack methods. The standard is one of reasonable, good-faith protection, not absolute or guaranteed security.

“Significant Public Attention” means Public Attention that is reasonably capable of exerting reputational, regulatory, or economic pressure on the Bank.

“Streaming Publication Services” means all web-based services which allow users to upload video or audio files, and which offer a native video or audio player through which the user or third parties may view or listen to the user’s uploaded files.

“Third Parties” means all Persons who are a Third Party.

“Third Party” means any Person who is not included in the Parties.

“Subject Matter” means the subject matter of this Agreement, as outlined in Section 2.1.

“Subsequent Conduct” means conduct or a pattern of conduct occurring after the Effective Date that:

(i) is inconsistent with this Agreement; or

(ii) is unlawful; or

(iii) materially and adversely affects Mr. Williams; or

(iv) would reasonably be perceived by Mr. Williams, in light of the surrounding circumstances, as improper or materially concerning.

Section 2. Nature of Resolution

2.1 Administrative Nature

The Parties acknowledge that this Agreement resolves an administrative and procedural matter, including matters related to process, communication, or reliance on information, and is not intended to constitute any admission or finding regarding medical, personal, or legal claims. The Parties agree that this framing reflects the neutral and administrative nature of the resolution.

2.2 No Admission of Liability

Nothing in this Agreement, nor any actions taken in connection with it, shall constitute or be construed as an admission of liability, wrongdoing, fault, or legal or medical responsibility by either Party. The Parties enter this Agreement solely to resolve the matter and avoid further administrative burden or uncertainty.

Section 3. Settlement Consideration

3.1 Consideration Amount

The Bank shall pay to Mr. Williams a lump-sum settlement in the amount of one hundred million U.S. Dollars (USD \$100,000,000).

3.2 Consideration Delivery Method

Payment shall be made by direct deposit into Mr. Williams's designated Fifth Third Bank account, using the routing and account information provided by Mr. Williams, within ten (10) business days of the Effective Date.

3.3 Finality of Consideration

This amount reflects the full and final settlement and shall not be subject to setoff, counterclaim, reduction, or adjustment.

Section 4. Confidentiality

The Parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to any third party, whether orally or in writing, except:

- (a) as required by law; or
- (b) as reasonably necessary for legal, medical, financial, or tax purposes; or
- (c) to each Party's attorneys, accountants, tax preparers, medical providers, or other professional advisors, provided that such persons are informed of the confidential nature of this Agreement and are expected to maintain its confidentiality.

Each Party shall take reasonable steps to protect and maintain the confidentiality of this Agreement.

Section 5. Reversion to Baseline and De-Amplification

5.1 Administrative Reversion to Baseline

To the extent applicable and practicable, and without admission of any prior change, action, or practice, the Bank shall, within fourteen (14) days following the Effective Date, take reasonable, good-faith steps to discontinue any non-standard configurations, processes, or controls that may have been implemented in connection with the matters addressed herein, and to return relevant services provided to Mr. Williams to their ordinary baseline configurations.

This provision does not require confirmation, documentation, or verification of any such steps and shall not be construed as an acknowledgment that any specific actions were taken or that any particular configurations existed.

5.2 Related Files Protocol

Any and all copies of Related Files that are kept on External Storage Distribution Services shall be Securely Encrypted. Unencrypted copies of related files may be retained on up to two Privately Owned Computers, as well as up to 3 Privately Owned Mobile Computing Devices owned by Mr. Williams, provided that a Prudent Security Protocol is applied. It is understood by the Parties that this file management system may take up to one (1) year or longer to fully implement, depending on technical complexity and capacity.

Within 14 days of the Effective Date, Related Files that are on Streaming Publication Services shall be marked as private or otherwise made viewable only by Mr. Williams on the service's publicly available user interface. Within 4 months, those files shall be deleted from each applicable service, to minimize the possibility of unintentional disclosure.

Within seven (7) days of the Effective Date, Related Files stored on Amazon Web Services shall be configured to be unavailable to the public via any web interface (including, where applicable, disabling public access and/or restricting access controls). This step is intended as prompt de-amplification and does not replace the longer-term encryption and handling obligations described above.

Within four (4) months of the Effective Date, Related Files stored on Amazon Web Services shall be deleted from Amazon Web Services to further reduce residual public exposure risk.

This clause concerns storage, security, and handling practices only, and does not restrict lawful or intentional use, sharing, or disclosure. Storage of Related Files in an unencrypted form that is reasonably incidental to intentional transfer or lawful sharing shall not constitute a violation of any requirement in this section.

The application of encryption to any Digital File shall not, by itself, be deemed to designate such file as a Related File. Encryption may be applied for convenience, uniform security practice, or technical efficiency, and classification of a file as a Related File shall be determined solely by the Related File or Files Determination Test.

5.3 Public Posts De-Amplification

Primary Thread Content

1. High-Impact Content Removal (Video and External Media).

Mr. Williams shall remove from public view, within seven (7) days following the Effective Date, those posts within the primary social media threads relating to the matters addressed herein that contain or link to video content, external media, or other high-amplification material.

2. Remaining Primary Thread Content.

Mr. Williams shall remove from public view the remaining posts within the primary social media threads relating to the matters addressed herein within thirty (30) days following the Effective Date.

3. Prioritization.

The Parties acknowledge that the removal of high-amplification content is the principal objective of this section, and that the sequencing set forth above is intended to achieve rapid public de-amplification while allowing for realistic execution.

Method and Good-Faith Performance

4. Methodology.

Removal may be accomplished through manual means or through the use of automation tools, scripts, or workflows reasonably designed to expedite deletion, subject to platform-imposed limitations, rate-limiting, or temporary account restrictions beyond Mr. Williams's control.

5. Good-Faith Standard.

The obligations set forth in this section are subject to a standard of reasonable, good-faith effort, and are not intended to impose strict liability or require performance that would compromise Mr. Williams's health or well-being.

Relationship to Files Protocol

6. Priority Over Files Protocol.

The Parties agree that the public post removal obligations set forth in this section are prioritized over the private file-handling and storage protocols described elsewhere in this Agreement, and that the timing of implementation of such file-handling protocols shall not affect or delay the completion of public post removal as described herein.

Additional Public Content (Rolling De-Amplification)

Secondary and Historical Content

1. Recent Scattered Posts.

Public social media posts relating to the matters addressed herein that were posted outside of the Primary Threads and within the preceding four (4) to five (5) months shall be addressed on a rolling, good-faith basis following completion of the Primary Thread removals, recognizing that such posts are fragmented and present substantially lower public visibility and amplification risk.

2. Historical Long-Tail Content.

Older or difficult-to-locate public posts, including those dating back one (1) year or more, shall be addressed through reasonable, good-faith efforts over time, taking into account platform search limitations, archival constraints, technical effort required, and the diminishing public visibility of such content.

3. No Fixed Completion Date for Long-Tail Content.

The Parties acknowledge that historical long-tail content does not present the same public risk as the Primary Threads and therefore does not require a fixed completion date, provided that Mr. Williams continues to act in good faith and does not affirmatively re-amplify such content.

5.4 Extension of Deadlines for Medication Unavailability

If, following the Effective Date, Mr. Williams is temporarily unable to obtain and use prescribed medication that materially affects his functional capacity to perform the obligations set forth in this Section, any deadlines applicable to his performance under this Section shall be extended on a day-for-day basis for each day of such unavailability.

Mr. Williams shall provide prompt written notice to the Bank of the commencement and conclusion of any such period of unavailability. Upon reasonable request, Mr. Williams shall provide reasonable confirmation of such unavailability; provided, however, that no detailed medical records or confidential medical information shall be required.

This extension applies only to performance obligations under this Section and shall not apply retroactively to periods occurring prior to the Effective Date.

Section 6. Conduct and Protections

Section 6.1 Prohibited Behaviors

Following the Effective Date, and except as expressly required by law, lawful process, or expressly permitted by this Agreement, the Bank shall not knowingly, intentionally, or purposefully engage in any of the following conduct with respect to Mr. Williams:

1. Third-Party Communications About Mr. Williams

Initiate, direct, or cause contact with any third party for the purpose of communicating information about Mr. Williams, including personal, professional, reputational, or behavioral information.

2. Third-Party Coordination or Direction

Instruct, encourage, coordinate with, or otherwise influence any third party regarding what to do or say in any interaction with Mr. Williams, where such conduct is intended to influence, affect, interfere with, or place pressure upon Mr. Williams.

3. Solicitation of Contact or Engagement

Solicit, encourage, or cause third parties to initiate contact with Mr. Williams, to engage with his public communications or social media activity, or to communicate information about Mr. Williams to others.

4. Interference With Services or Opportunities

Seek to influence, interfere with, or affect the delivery, terms, availability, or content of any service, benefit, or opportunity received or sought by Mr. Williams.

5. Healthcare-Related Influence

Seek to influence non-clinical, administrative, or decision-making processes relating to Mr. Williams's healthcare, except as strictly required by law.

6. Active Monitoring or Tracking

Actively monitor, track, surveil, or systematically review Mr. Williams's activities, communications, or use of services for the purpose of obtaining information about him or influencing his conduct.

7. Initiation of Inquiries Into Personal Affairs

Initiate inquiries into Mr. Williams's personal, professional, or private affairs for the purpose of obtaining information about him.

8. Disclosure of Non-Public Information

Disclose to third parties any non-public personal information concerning Mr. Williams that was obtained through the Bank's prior involvement with him.

Clarifications and Limitations

9. No Accidental or Technical Breach

For the avoidance of doubt, passive, incidental, automated, or non-directed exposure to publicly available information, internal record retention, routine compliance activities, or internal discussions undertaken solely for purposes of complying with this Agreement shall not constitute a breach of this section.

10. Lawful Compliance Preserved

Nothing in this section shall be construed to limit or restrict the Bank's compliance with applicable law, lawful process, court orders, or mandatory regulatory obligations.

Any conduct described in this section that is knowingly, intentionally, or purposefully engaged in by the Bank shall be considered a material breach of this Agreement.

Section 6.2 No Retaliation

The Bank agrees that it shall not take any retaliatory or adverse administrative action against Mr. Williams arising from or relating to the matters resolved by this Agreement, including actions intended to penalize, disadvantage, or interfere with Mr. Williams based on the existence of this Agreement or the events giving rise to it. Any such action taken by the Bank shall be considered a material breach of this Agreement. The Parties agree and understand that nothing in this provision shall limit the Bank's ability to take actions required by law or actions based on future, independent conduct unrelated to the matters resolved herein.

Section 6.3 Prohibition Against False Statements

The Bank shall not, at any time after the Effective Date, in any form, issue, circulate, or endorse statements asserting that Mr. Williams is unstable, dangerous, or unfit, or that imply that he presents a threat or lacks capacity. This includes direct statements, indirect statements, implications, suggestions, characterizations, and any communication that could reasonably be interpreted as conveying such categories. Any such statement, implication, or communication made by the Bank after the Effective Date shall constitute a material breach of this Agreement.

7. Prohibition Against Pursuit of Personal Monetary Gain Based on Subject Matter

7.1 Public Awareness and Public Controversy

For the purpose of this Agreement, it shall be assumed that:

- (a) If Grievances concerning institutions such as the Bank become the subject of Public Attention, the related Aggrieved Person will be expected to obtain a more favorable outcome as a consequence of the Public Awareness. The expectation of a more favorable outcome is on a statistical basis, not on an absolute basis.
- (b) In circumstances involving Public Attention, a more favorable outcome obtained by an Aggrieved Person may be partially or wholly due to the incentive structure related to Public Attention and large institutions; such favorable outcomes are not necessarily attributable to any legally recognized obligation or duty.
- (c) Publishing Channels are in practice means by which an Aggrieved Person may pursue and obtain compensation that exist wholly separate from formal legal channels.

(d) Publishing Channels are both (i) a legitimate means through which an Aggrieved Person may pursue rightfully owed compensation; and (ii) a means through which an Aggrieved Person may pursue or receive duplicative compensation for settled and resolved matters.

7.2 Agreement on No Intent to Impair or Restrict

The following are understood and agreed upon by the Parties:

1. This Agreement is not intended to impair or restrict Mr. Williams in any way in telling his life's story, sharing events in his history, or sharing files or information that pertain to his history or life's story.
2. This Agreement is not intended to impair or restrict Mr. Williams in participating in public discussions or in sharing information with the public via the Publishing Channels, public forums and discussions, or any other means.
3. This Agreement is not intended to impair or restrict Mr. Williams in any way in any of his private affairs, including, but not limited to, his relationships with others, his personal projects, and his healthcare.
4. This Agreement is not intended to impair or restrict Mr. Williams in any way in pursuing, defending, or exercising any legal right.
5. This Agreement is not intended to impair or restrict Mr. Williams in any way from expressing any grievances concerning any Person or from pursuing remedies from any Person.
6. This Agreement is not intended to impair or restrict Mr. Williams in any way from expressing his opinions on any subject or event.
7. This Agreement is not intended to restrict or impair Mr. Williams in any way from defending his character or his reputation.

7.3 Qualification Related to The Subject Matter

Items 1 through 7 include the Subject Matter, with the following qualifications:

- (a) Mr. Williams is obligated, per this Agreement, to implement a file management protocol and to retroactively delete certain social media posts, as outlined in the terms of Section 5 of this Agreement.
- (b) Performance of this Agreement is understood by the Parties to provide finality to each Party as outlined in the terms of Section 7 of this Agreement.

7.4 Pursuit of Monetary Gain Without Subsequent Conduct by the Bank Impairs Finality

With consideration of 7(b), it would be contrary to the intent of this Agreement for Mr. Williams to Pursue Monetary Gain related to the Subject Matter. Inherent in the execution and

performance of this Agreement is that any obligations of the Bank to Mr. Williams that may exist regarding the Subject Matter prior to the Effective Date are considered satisfied.

7.5 Pursuit of Monetary Gain with Actionable Subsequent Conduct by the Bank Reasonable

The Parties agree that it is reasonable and can be practically prudent to create Public Attention and that this Section is in no way intended to impair or restrict Mr. Williams from creating Public Awareness of any Subsequent Conduct.

7.6 Public Attention in Regard to The Subject Matter Generally Compatible with Finality

The Parties agree that:

(a) it is reasonable and permitted by this Agreement for Mr. Williams to share his story as it relates to the Subject Matter in any context he wishes, including, but not limited to, with or on Publishing Channels, provided such sharing is not a Pursuit of Monetary Gain.

7.7 Public Attention in Context of Subsequent Conduct May Involve Pursuit of Monetary Gain

The Parties agree that:

(a) if Mr. Williams has Evidence of Actionable Subsequent Conduct, the Subject Matter may be present in the context of a Pursuit of Monetary Gain.

(b) if Mr. Williams has Evidence of Subsequent Conduct, the Subject Matter may provide important contextual information that highlights, underscores, clarifies, further explains, or provides supporting factual background for the Subsequent Conduct.

7.8 Framework for Evaluating Public Attention in Regard to The Subject Matter

In any Public Attention that results from an Initiative by Mr. Williams, the Parties agree that evaluation of whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter shall be conducted using the following structured axes of analysis.

The applicable axes are:

1. Subsequent Conduct Status Axis
2. Monetary Linkage Axis
3. Leverage / Pressure Behavior Axis
4. Centering Axis
5. Incentive Pattern & Timing Axis

6. Alternative Explanation / Good Faith Context Axis

In conducting any such evaluation, the Parties agree that:

- (a) The factors set forth in each axis shall be evaluated collectively within each axis, and all axes shall be evaluated collectively in determining whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter. No single factor or axis shall be dispositive in isolation.
- (b) Mistaken belief or inaccurate interpretation of Evidence of Subsequent Conduct, standing alone, shall not constitute Pursuit of Monetary Gain for the Subject Matter.
- (c) Public Attention alone, without Monetary Linkage tied to the Subject Matter, shall not constitute Pursuit of Monetary Gain.

7.8.1 Subsequent Conduct Status Axis

In determining whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter, the following factors shall be evaluated in their totality:

- (a) Did Mr. Williams have Evidence of Subsequent Conduct.
- (b) Did Mr. Williams have Evidence of Actionable Subsequent Conduct.
- (c) If Mr. Williams had Evidence of Actionable Subsequent Conduct, was any Pursuit of Monetary Gain tied to the related Subsequent Conduct rather than to the Subject Matter as resolved by this Agreement.
- (d) If Mr. Williams had Evidence of Subsequent Conduct that was not Actionable Subsequent Conduct, was the Subject Matter presented as contextual or supporting factual background rather than as the basis for compensation.

7.8.2 Monetary Linkage Axis

In determining whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter, the following factors shall be evaluated in their totality:

- (a) Has Mr. Williams explicitly stated that he intends to Pursue Monetary Gain related to the Subject Matter.
- (b) Has Mr. Williams demanded payment from the Bank, or stated that the Bank is indebted to him, in Publishing Channels or in public forums.
- (c) Did Mr. Williams directly contact the Bank or otherwise call out the Bank, in the absence of Evidence of Subsequent Conduct, and state or imply that failure by the Bank to provide payment would result in Mr. Williams exposing the Bank to Public Attention or other adverse consequences related to the Subject Matter.

(d) In any context in which Mr. Williams threatened or referenced Public Attention as a potential consequence, was such Public Attention premised primarily on the Subject Matter as resolved by this Agreement.

(e) If there exists an Outside Demand for Compensation, and Mr. Williams participated in the public discussion surrounding the Outside Demand for Compensation, did Mr. Williams avow that the Bank is not indebted to him in regard to the Subject Matter, or did he remain silent on the issue of compensation owed to him by the Bank.

(f) What is or are the implied benefit or benefits of the Initiative, including whether the Initiative is indicative of sharing information in a Pursuit of Monetary Gain.

(g) If the nature of the Initiative is indicative of a Pursuit of Monetary Gain, did the Initiative occur in a context in which there is no Evidence of Subsequent Conduct by the Bank.

7.8.3 Leverage / Pressure Behavior Axis

In determining whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter, the following factors shall be evaluated in their totality:

(a) Did the Initiative result in Significant Public Attention.

(b) Did the Initiative temporally coincide with Public Attention concerning the Bank that had its origins in a Third Party Initiative.

(c) If the Initiative did temporally coincide with Public Attention concerning the Bank that had its origins in a Third Party Initiative, did the content of the Public Attention contain or strengthen Evidence of Subsequent Conduct.

(d) If there existed a Broadcast Push for Compensation that Mr. Williams was aware of, and Mr. Williams participated in the public discussion surrounding such Broadcast Push for Compensation, did Mr. Williams remain silent on the issue of compensation owed to him by the Bank.

(e) Did Mr. Williams's efforts in the Initiative ebb and flow in tandem with the apparent potential of the Initiative to result in compensation paid by the Bank.

7.8.4 Centering Axis

In determining whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter, the following factors shall be evaluated in their totality:

(a) Did Mr. Williams Center the Subject Matter.

(b) In any Initiative, did Mr. Williams present facts or documents related to the Subject Matter as contextual or background information related to Subsequent Conduct by the Bank, or did he Center the Subject Matter.

- (c) If one or more Third Parties were the subject of the Initiative and the Subject Matter or facts within the Subject Matter were introduced into the dialogue or discussion, did discussion of the Subject Matter emerge organically during the course of the dialogue or discussion, or did it have the appearance of being planned or introduced in advance.
- (d) If one or more Third Parties were the subject of the Initiative and the Subject Matter was introduced into the dialogue or discussion, was discussion of the Subject Matter inevitable or unavoidable due to the nature or the progression of the dialogue.
- (e) Did Mr. Williams explicitly avow that no obligation exists on the part of the Bank concerning the Subject Matter, or alternatively, make statements asserting that the Bank has an obligation to Mr. Williams in regard to the Subject Matter.
- (f) If Mr. Williams made statements asserting an obligation by the Bank, did such statements occur in a context in which Mr. Williams had Evidence of Subsequent Conduct by the Bank, and did Mr. Williams explicitly tie the asserted obligation to such Subsequent Conduct, or instead make statements to the effect that the compensation set forth in this Agreement was insufficient for the resolution that was mutually agreed upon.

7.8.5 Incentive Pattern & Timing Axis

In determining whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter, the following factors shall be evaluated in their totality:

- (a) Did the Initiative temporally coincide with financial distress or financial devastation experienced by Mr. Williams.
- (b) Did the Initiative temporally coincide with advice given to Mr. Williams from a familiar to him and credible Third Party that Mr. Williams has an opportunity to successfully Pursue Monetary Gain.
- (c) Did the Initiative by Mr. Williams emerge suddenly following a prolonged period of apparent equanimity of Mr. Williams concerning his relationship with the Bank.
- (d) Was there a reasonable potential for Mr. Williams to receive compensation related to the Subject Matter by the Bank if the Bank became a subject of Public Attention.
- (e) Did Mr. Williams's efforts in the Initiative ebb and flow in tandem with the apparent potential of the Initiative to result in compensation paid by the Bank or were they persistent or unresponsive to any such potential.

7.8.6 Alternative Explanation / Good Faith Context Axis

In determining whether Mr. Williams is Pursuing Monetary Gain related to the Subject Matter, the following factors shall be evaluated in their totality:

(a) Does an alternative explanation for Mr. Williams's pattern of conduct related to the Initiative exist that:

- i. does not involve Pursuit of Monetary Gain; and
- ii. reasonably accounts for the pattern of conduct when viewed in light of the surrounding circumstances.

(b) If Mr. Williams made statements concerning the Subject Matter to or on Publishing Channels, were such statements:

- i. for the purpose of clarifying or correcting a factual matter;
- ii. for the purpose of defending his character or reputation;
- iii. for the purpose of providing contextual information concerning a factual matter or a claim made by a Person or Persons;
- iv. for the purpose of correcting mischaracterizations of his actions;
- v. for the purpose of correcting mischaracterizations of his intent;
- vi. for the purpose of sharing his story with one individual or a small group of individuals; or
- vii. in response to a question asked by one or more Third Parties.

(c) Did the Initiative arise in response to Evidence of Subsequent Conduct.

(d) Did the content of the Initiative concern the exercise or defense of a legal right held by Mr. Williams.

(e) If Mr. Williams did participate in the public discussion surrounding the Public Attention, did he make reference to the positive aspects or good qualities of the Bank, its employees, or its officers, such as to make his overall tone incompatible with an adversarial disposition in regard to the Bank.

7.9 Notice of Significant Public Attention

If the Bank reasonably believes that Significant Public Attention or a Broadcast Push for Compensation exists that may implicate this Section, the Bank may provide written notice to Mr. Williams.

Such notice shall be delivered by:

Email to Mr. Williams's designated email address; and

Text message (SMS) to Mr. Williams's designated mobile telephone number.

Mr. Williams shall acknowledge receipt of such notice by responding via email, text message, or telephone call.

If Mr. Williams does not acknowledge receipt within three (3) business days, the Bank shall make at least one additional good-faith attempt to confirm receipt by text message or telephone call.

No evaluation of Mr. Williams's conduct under this Section shall be based on a notice unless actual acknowledgment of receipt has occurred.

Nothing in this provision creates an obligation for Mr. Williams to continuously monitor media activity or proactively detect Significant Public Attention absent such notice.

The Parties agree to respond in good faith within a reasonable time after actual receipt of such notice. Non-response alone does not constitute breach unless combined with participation in the Public Attention.

7.10 Designated Contact Information

For purposes of any notice required or permitted under this Agreement, including but not limited to notices concerning Significant Public Attention, the Parties shall designate the following contact information:

For Mr. Williams:

- Email address: brokerc3@gmail.com
- Mobile telephone number (SMS capable): 980-613-2196

For the Bank:

- Email address: _____
- Telephone number: _____

Each Party may update its designated contact information by providing written notice to the other Party. Any such update shall become effective one (1) business day after delivery.

The Parties agree to maintain reasonably current and functional contact information for purposes of receiving notices under this Agreement.

7.11 Consideration Due Upon Final Judgement of Breach

In the event a court of competent jurisdiction enters a final, non-appealable judgment determining that Mr. Williams has materially breached this Section, the full settlement consideration shall become due and payable within ninety (90) days of such final determination. Nothing in this Section shall impair either Party's right to seek appellate review in accordance with applicable law.

This subsection shall apply only if the Bank is not in material breach of this Agreement at the time of such final determination.

Section 8. Finality and Release

8.1 Finality

This Agreement constitutes a full, complete, and final resolution of the matters addressed herein as between the Parties. Neither Party shall pursue or initiate further claims or proceedings arising from these matters, except as may be required by law or expressly permitted by this Agreement.

8.2 No Precedent; No Waiver

This Agreement is entered into as a case-specific, administrative resolution based on the particular circumstances presented and shall not be construed as establishing any precedent, policy, practice, or course of dealing. Nothing in this Agreement shall be deemed to constitute a waiver of any rights, defenses, positions, or authorities of either Party, all of which are expressly reserved, except as expressly set forth herein. The Parties further agree that this Agreement shall not be cited or relied upon in any other matter or proceeding as evidence of liability, fault, or obligation.

8.3 Resolution as Between the Parties

The Parties agree and understand that, upon the Bank's performance of its obligations required to be performed as of or prior to the Effective Date under this Agreement, the matters addressed herein shall be fully and finally resolved as between Mr. Williams and the Bank, and the Bank shall have no further obligations to Mr. Williams with respect to the subject matter of this Agreement, except for those obligations that are expressly stated to survive.

8.4 No Bearing on Third Parties

Nothing in this Section or in this Agreement shall be construed to release, discharge, impair, or otherwise affect any claim or potential claim held by Mr. Williams against any Third Party, nor to confer any benefit, defense, or release upon any Third Party.

8.5 Effect of Material Breach

The Parties agree that the benefits of finality, release, and resolution set forth in this Agreement are premised upon each Party's ongoing compliance with those provisions that are expressly stated to survive. In the event of a material breach by the Bank of any surviving obligation under this Agreement, including but not limited to the prohibitions against false statements, retaliation, or prohibited behaviors, Mr. Williams shall be entitled to pursue all remedies available at law or in equity to address such breach, and the Bank shall not be entitled to rely on the finality or release provisions of this Agreement to the extent necessary to remedy or redress the effects of that breach.

For the avoidance of doubt, nothing in this Section shall be construed to permit re-litigation of matters fully resolved by this Agreement absent such material breach, nor to apply to trivial, inadvertent, or promptly corrected conduct.

Section 9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, or communications, whether written or oral. The Parties acknowledge that no promises, representations, or agreements other than those expressly set forth in this Agreement have been made or relied upon in entering into this Agreement. This Agreement may be amended only by a written instrument executed by both Parties.

Section 10. Governing Law and Venue

Section 10.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-laws principles.

Section 10.2 Venue

Any action arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction.

Section 11. Miscellaneous

Section 11.1 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the original intent of the Parties.

Section 11.2 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed valid and binding for all purposes.

Section 11.3 Headings for Convenience Only

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MR. WILLIAMS

By: _____

Leonard Clinton Williams III

Date: _____

WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____

Date: _____

WELLS FARGO & COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Each individual signing this Agreement represents and warrants that he or she has full authority to execute and deliver this Agreement on behalf of the respective Party.