



Data Protection Agreement

An Agreement to Prevent the Unauthorized Disclosure of Information

This **Data Protection Agreement** (the “Agreement”) is effective as of February 5, 2026 (“Effective Date”), by and between Contra Costa County, with its principal address at _____ (“Company”), and Wells Fargo Bank, N.A. (“Wells Fargo”).

1. Authorized purpose. Under this Agreement, each party will disclose certain information that it considers confidential or proprietary in connection with evaluating and determining if Company is a viable candidate for Wells Fargo’s Account Validation Services (the “Authorized Purpose”). The Account Validation Services enable eligible Wells Fargo customers to submit inquiries to and receive responses from the Early Warning Services, LLC (“EWS”) National Shared DatabaseSM. In consideration of this disclosure, and each party’s willingness to protect the confidential information of the other party as set forth below, the parties agree as follows:

2. Confidential information. For purposes of this Agreement, the term “Confidential Information” means:

(a) For Company: Any business, technical or other non-public and proprietary information relating to Company that is disclosed by Company to, or is acquired by, Wells Fargo, EWS or its Personnel (as defined in Section 5) in the course of the Authorized Purpose, regardless of the medium of conveyance (directly or indirectly, and whether in oral, written, graphic, electronic, or any other form, or through inspection, review or analysis), whether the information is marked “confidential” or with other words of a similar nature, is actually known by Wells Fargo to be Company’s confidential information, or from all the relevant circumstances should reasonably be understood by Wells Fargo to be confidential or of a proprietary nature (collectively, “Company Confidential Information”).

(b) For Wells Fargo: (i) Any business, technical or other non-public and proprietary information relating to Wells Fargo or EWS that is disclosed by Wells Fargo or EWS to, or is acquired by, Company or its Personnel (as defined below in Section 5) in the course of the Authorized Purpose, including, without limitation, information relating to Wells Fargo’s or EWS’ technology, operations, systems, databases, software, programs, applications, documentation, manuals, products, services, policies, procedures, facilities, security practices, research, development, business affairs, marketing or sales plans, current, prospective or former customers or clients, pricing or pricing strategies, strategic plans, unpublished financial information, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, and copyrightable subject matter, regardless of the medium of conveyance (directly or indirectly, and whether in oral, written, graphic, electronic, or any other form, or through inspection, review, or analysis), whether the information is marked “confidential” or with other words of a similar nature, is actually known by Company to be Wells Fargo’s or EWS’ confidential or proprietary information, or from all the relevant circumstances should reasonably be understood by Company to be confidential or of a proprietary nature; (ii) any written user guides, specifications, technical requirements, descriptions or instructions created by EWS describing the installation, set-up, function, features, operation and use of the Account Validation Service; and (iii) information relating to Wells Fargo’s, Wells Fargo’s Affiliates (as defined below in Section 5), EWS’s or their respective suppliers’ computer systems and architecture, security systems and procedures, or Personnel (collectively, “Wells Fargo Confidential Information”).

(c) Confidential Information disclosed hereunder may include information of a third party in the possession of the disclosing party, provided the disclosing party has the right to disclose such information to the receiving party.

3. Non-Protected Information. Confidential Information does not include any information that:

(a) Is already known to or in the possession of the receiving party, EWS or its Personnel without a restriction on disclosure at the time of disclosure;

(b) Is or becomes publicly known without breach of this Agreement or other obligations of non-disclosure by the receiving party, EWS or its Personnel;

(c) Is obtained by the receiving party, EWS or its Personnel from a third party who is not under a duty or obligation of confidentiality to the disclosing party;

(d) Was independently developed by the receiving party, EWS or its Personnel without the use of or reference to the disclosing party’s Confidential Information; or

(e) The disclosing party agrees in writing are free of the restrictions set out in this Agreement.

The receiving party will have the obligation to prove, with competent evidence, the existence of one of the foregoing exclusions from Confidential Information.

4. **Treatment of confidential information.**

(a) The “Confidentiality Period” starts on the Effective Date and terminates on the later to occur of three (3) years after the Effective Date or twelve (12) months after the last disclosure of Confidential Information hereunder.

(b) During the Confidentiality Period, the receiving party agrees it will (i) not use, disclose, copy or transmit the other party’s Confidential Information except as strictly required to accomplish the Authorized Purpose, and then only as permitted in this Agreement (see Section 5, below), and (ii) employ all reasonable measures to avoid unauthorized disclosure or transmission of the other party’s Confidential Information in breach of this Agreement (including but not limited to disclosure or potential disclosure resulting from the disposal or other disposition of equipment or media containing the Confidential Information of the other party), consistent with the measures that the receiving party uses to protect its own comparable confidential information.

(c) Company will protect the Wells Fargo Confidential Information described in Section 2(b)(iii) (relating to computer systems and architecture, security systems and procedures) as Confidential Information in perpetuity, except if the Confidential Information becomes non-protected information pursuant to Section 3(e). Further, , each party acknowledges its obligations hereunder survive and continue in force with respect to the other party’s trade secrets (as that term is defined by the Uniform Trade Secrets Act) for as long as, and to the extent that, such Confidential Information remains a trade secret.

5. Restrictions on use. Each party will restrict the access, possession, knowledge, and use of the other party’s Confidential Information to its own Personnel (defined as Affiliate(s) or any person or entity associated with a party, including employees, agents, consultants, contractors or subcontractors) who need to know the other party’s Confidential Information to carry out the Authorized Purpose. Each party will use at least the same degree of care to avoid unauthorized disclosure or use of the disclosing party’s Confidential Information as it uses to protect its own comparable confidential information, but no less than a reasonable degree of care. Each party (i) will take appropriate action with any of its Personnel to whom Confidential Information is disclosed hereunder to ensure that the entity or individual is informed of the confidential nature of the Confidential Information and legally bound to comply with its obligations under this Agreement and (ii) is liable for any breach of its obligations hereunder caused by its Personnel, its Affiliates, or their Personnel. The receiving party will promptly notify the disclosing party in the event it knows or has a reasonable suspicion that any portion of the disclosing party’s Confidential Information has been used, disclosed, copied or transmitted in an unauthorized manner while in the receiving party’s control and custody, and will cooperate with the disclosing party in its lawful efforts to prevent or remedy such disclosure. The term “Affiliates” refers to an entity that controls, is controlled by, or is under common control with (directly or indirectly, and through one or more intermediaries) a party to this Agreement; with regard to Wells Fargo, this includes Wells Fargo & Company.

6. **Return of confidential information.**

(a) The receiving party will promptly return (a) or destroy the disclosing party’s Confidential Information subject to this Agreement upon the disclosing party’s written request. Neither party is obligated to erase Confidential Information commingled with other information or documents of the receiving party if it would pose a substantial administrative burden to destroy such Confidential Information, or if the Confidential Information is contained in an archived computer system or backup made by the receiving party in accordance with its standard security or disaster recovery procedures, **provided in each case** that: (i) such commingled documents and archived copies will eventually be erased or destroyed in the ordinary course of business; and (ii) that the receiving party remains fully subject to the obligations of confidentiality in this Agreement until the earlier of the eventual erasure or destruction, or the expiration of the confidentiality obligations set out in this Agreement.

(b) Once a receiving party is provided notice to return or destroy all Confidential Information, receiving party shall make no further use of any such Confidential Information; provided, however, that the receiving party may retain the disclosing party’s Confidential Information to the extent required by any applicable law.

7. No conveyance of license. Confidential Information is and will remain the sole and exclusive property of the disclosing party (or, where applicable, its’ Personnel). Except as expressly granted herein, nothing in this Agreement will be construed to grant to the receiving party, either expressly or by implication, any right, title or interest in or to the disclosing party’s Confidential Information, or in or to any patent, trademark, copyright, trade secret or other right, whether intellectual property or otherwise, that may be related thereto, or to grant any right to make, use, sell, exploit or develop further the Confidential Information of the disclosing party.

8. Termination of authorized purpose. This Agreement does not bind either party, in any way, to enter into or to continue a service agreement or business relationship of any type with the other party, whether in relation to the Authorized Purpose or otherwise. The parties may terminate discussions at any time.

9. Publicity. Neither party may use, publish or disclose in any manner, whether directly or indirectly, the name, likeness, logo, trademarks or service marks of the other party (or, in the case of Company, EWS), including without limitation in any client list, advertisement, news release, or release to any professional or trade publications. Notwithstanding, the Parties further acknowledge that Company is subject to the California Brown Act and must comply with certain public meeting notice and agenda requirements, including providing a brief general description of each item to be discussed or transacted at the meeting. Therefore, Company may disclose the existence of this Agreement, the effective date, that Wells Fargo is the provider of the Wells Fargo Account Validation Services, contract payment limits (if any), and type of services to be provided to the extent no Wells Fargo Confidential Information is disclosed.

10. Governing law. This Agreement will be construed for all purposes in accordance with the law of the State of California, USA, exclusive of its conflict of laws principles.

11. Compliance with laws.

The parties recognize that the communication or transfer of any Confidential Information to or from certain countries (or persons located therein) may be prohibited or restricted or subject to prior approval of one or more governments, including without limitation the government of the United States of America. The receiving party agrees not to use, export, import, re-export, transfer, or otherwise communicate any of the disclosing party's Confidential Information to or for any country (or any person located therein) in which the use or possession, or to which the export, import, re-export, transfer or other communication, of such Confidential Information is prohibited or restricted by the requirement of applicable laws of the United States of America or any foreign government except in strict compliance with all such laws.

12. Severability. The provisions of this Agreement are severable. If a court or tribunal of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/tribunal will replace it with a valid and enforceable provision that most closely approximates the intent of the parties, and the remainder of this Agreement will otherwise remain in full force and effect.

13. Remedies. The parties agree that, if there is a breach of this Agreement by either party, the other party will have the right to seek any and all remedies at law or in equity including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

14. [Omitted]

15. Compelled disclosure. Notwithstanding anything herein to the contrary, the receiving party is not liable for disclosure of the disclosing party's Confidential Information if made in response to a valid order of a court or other tribunal of competent jurisdiction or authorized agency of government or otherwise required by law, including applicable public records laws. If not prohibited by law or regulatory authority, the receiving party will provide reasonable notice to the disclosing party before any such disclosure to permit the disclosing party to seek to prevent or limit such disclosure. Notwithstanding anything herein to the contrary, the receiving party will not be liable for disclosure of the Confidential Information if made in connection with any audit or regulatory examination of the receiving party or any of its Affiliates by any governmental agency or authority having jurisdiction over the receiving party.

16. Assignees and successors. This Agreement is binding on the parties and their respective assignees and successors; however, neither party may assign or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party, which may be withheld for any reason.

17. Construction. Company and Wells Fargo have negotiated this Agreement and each party's legal counsel has had the opportunity to review this Agreement. Company and Wells Fargo agree that any rule of construction or interpretation requiring resolution of any ambiguities in this Agreement against the drafting party will not apply in the construction or interpretation of this Agreement.

18. Notices. All notices or reports permitted or required under this Agreement will be in writing, and will be deemed effective when: (i) delivered by personal delivery, (ii) confirmed by the recipient, for notices delivered by electronic mail or facsimile transmission, or (iii) three days after being sent by certified or registered mail (return receipt requested) or overnight courier. Notices will be sent to the addresses set forth in this Agreement or such other address as either party may specify in writing.

19. Entire agreement. This Agreement constitutes the entire agreement between the parties with respect to the Authorized Purpose, and supersedes any prior to contemporaneous discussions regarding the Authorized

Purpose. For purposes of clarity, this Agreement does not affect any agreement between the parties with respect to other matters, including but not limited to any agreements related to Wells Fargo’s provision of products or services to Company or vice versa. This Agreement may not be amended or modified except in a writing that is signed by both parties.

20. **Execution.** For purposes hereof, a facsimile or Portable Document Format (PDF) copy of this Agreement, including the signature page(s), will be deemed a valid original.

In witness whereof, each of the parties hereto, certifying that it is an authorized signatory, has duly executed this Agreement as of the Effective Date.

Wells Fargo Bank, N.A.

Signed by: _____

Printed name: _____

Title: _____

CONTRA COSTA COUNTY

Signed by: _____

Printed name: _____

Title: _____