

Certificates of Deposit

Linked to the SGI WISE US Vol Target 8% (USD-Excess Return) Index

Wells Fargo Bank, N.A.



Subject to Completion
Preliminary Terms Supplement dated January 26, 2010

Terms Supplement dated _____, 2010 to Disclosure Statement dated January 1, 2010

The final terms of the CDs will be determined on the Pricing Date and will be set forth in the final Terms Supplement which will be delivered to you after the Pricing Date.

The certificates of deposit of Wells Fargo Bank, N.A. (the “Bank”) described in this Terms Supplement (the “CDs”) are made available through certain brokers-dealers (collectively, the “Brokers” and individually a “Broker”). This Terms Supplement should be read together with the accompanying Disclosure Statement. If the description of the terms of the CDs set forth in this Terms Supplement differs in any way from the description of the general terms of the CDs contained in the accompanying Disclosure Statement, the description of the terms of the CDs in this Terms Supplement shall control. Capitalized terms not defined in this Terms Supplement are defined in the accompanying Disclosure Statement.

The CDs may not be appropriate for every investor. See “Additional Risk Factors” on page 4 of this Terms Supplement and “Risk Factors” on page 3 of the accompanying Disclosure Statement for a discussion of the risks involved with an investment in the CDs. Early withdrawal of a CD will only be available in the event of death of a beneficial owner of a CD. See “Description of the Certificates of Deposit –Additions or Withdrawals” in the accompanying Disclosure Statement.

PRODUCT DESCRIPTION

This CD provides you with the ability to participate in the appreciation, if any, of the SGI WISE US Vol Target 8% (USD-Excess Return) Index (the “Reference Index”) during the term of the CD. If you hold your CDs until stated maturity, you will receive the Deposit Amount of your CDs plus a return equal to the point to point increase, if any, in the Reference Index multiplied by the Participation Rate.

The Reference Index and its Components are based on a proprietary model developed by Société Générale, which systematically scores the stocks included in the S&P 500 Index on a monthly basis according to twelve specific criteria (the “WISE Model”). Through the Underlying Index (as described in the accompanying Disclosure Statement), the Reference Index follows a long/short, market-neutral investment strategy which tracks a deemed long position in the stocks that scored within the top 10% of the S&P 500 Index according to the WISE Model and a deemed short position in the stocks that scored within the bottom 10% of the S&P 500 Index according to the WISE Model. Based on the historical volatility of the Underlying Index, as measured by changes in the daily level of the Underlying Index, the Reference Index adjusts its exposure to the Underlying Index within a range of 0% to 150% to try to achieve a target volatility of 8%. In general, the market-neutral strategy of the Reference Index seeks to generate returns, irrespective of the performance of the U.S. equities market, through long positions in the top-scored stocks that, in the aggregate, are similarly weighted to short positions in the bottom-scored stocks while at the same time stabilizing the potential returns by attempting to control the volatility of the Reference Index to an 8% volatility target. See “The Reference Index” on page 18 of the accompanying Disclosure Statement.

INDICATIVE TERMS

Instrument:	Certificates of Deposit linked to the SGI WISE US Vol Target 8% (USD-Excess Return) Index.		
Issuer:	Wells Fargo Bank, N.A.	Denominations:	Integral multiples of \$1,000
Pricing Date:	February 19, 2010.*	Minimum Deposit:	\$1,000
Issue Date:	February 26, 2010.*	CUSIP:	949748XL6
Stated Maturity Date:	February 26, 2016 (the “ <u>Initial Stated Maturity Date</u> ”), subject to postponement if the scheduled Valuation Date is not an Index Day or is not a Calculation Date or a deemed Calculation Date for the Reference Index. If the scheduled Valuation Date is not an Index Day or is not a Calculation Date or a deemed Calculation Date, the Stated Maturity Date will be the later of (i) three Business Days after the postponed Valuation Date, and (ii) the Initial Stated Maturity Date. “ <u>Index Day</u> ” is a day on which the Closing Level of the Reference Index is published.		

*In the event the Bank makes any change to the expected Pricing Date or expected Issue Date, the Stated Maturity Date and the Valuation Date may also be changed to ensure that the stated term of the CDs remains the same.

The SGI WISE US Vol Target 8% (USD-Excess Return) Index, SGI WISE US Long/Short (USD – Excess Return) Index, SGI WISE US Top (USD – Net Total Return) Index, and SGI WISE US Bottom (USD – Gross Total Return) Index are service marks of Société Générale and have been licensed for use by the Bank. The CDs, based on the performance of the SGI WISE US Vol Target 8% (USD-Excess Return) Index (the “Index”), are not sponsored, endorsed, or promoted by Société Générale, except that SG Americas Securities, LLC may engage in certain promotional activity in connection with its role as a Broker hereunder. Neither Société Générale nor any of its affiliates have passed on the CDs as to their legality or suitability, and such parties make no warranties nor bear any liability with respect to the CDs. Neither Société Générale nor any of its affiliates acts as an investment adviser with respect to the CDs, the Bank or Index. The Index is the exclusive property of Société Générale, which has contracted with Standard & Poor’s (“S&P”) to maintain and calculate the Index. S&P shall have no liability for any errors or omissions in calculating the Index. Nothing herein shall be deemed to relieve the Brokers of their obligations under applicable broker/dealer law and regulation.

Payment at Stated Maturity:	On the Stated Maturity Date, you will receive the Deposit Amount of your CD plus the Index Interest, if any. The CDs will not earn interest prior to stated maturity.
Index Interest:	The Index Interest will be equal to the greater of (i) zero and (ii) the product of: <ul style="list-style-type: none"> • Deposit Amount of the CD; • Participation Rate; and • $\frac{\text{Final Index Level} - \text{Initial Index Level}}{\text{Initial Index Level}}$
Initial Index Level:	, the Closing Level of the Reference Index on the Pricing Date.
Final Index Level:	The Final Index Level will be the Closing Level of the Reference Index on the Valuation Date.
Participation Rate:	The Participation Rate will be determined on the Pricing Date and will be within the range of 0.90 to 1.10.
Valuation Date:	The Valuation Date will be February 19, 2016 or, if such date is not an Index Day, the next succeeding Index Day; <i>provided, however</i> , that if such date is not a Calculation Date or deemed Calculation Date for the Reference Index, the Valuation Date will be postponed to the next succeeding Index Day which is a Calculation Date or deemed Calculation Date (see “The Reference Index — Index Disruption Events” in the accompanying Disclosure Statement). If the Valuation Date has been postponed for eight Business Days after the scheduled Valuation Date and such eighth Business Day is not an Index Day and a Calculation Date or a deemed Calculation Date for the Reference Index, the Bank will determine the Closing Level of the Reference Index on such eighth Business Day in accordance with the formula for and method of calculating the Closing Level of the Reference Index last in effect prior to the scheduled Valuation Date.
FDIC Insurance:	The Deposit Amount of a CD is insured by the FDIC, subject to applicable FDIC insurance limits. As discussed in the accompanying Disclosure Statement, the FDIC standard maximum deposit insurance amount (the “MDIA”) of \$250,000 per depositor per insured bank is in effect through December 31, 2013. On January 1, 2014, the MDIA will return to \$100,000 per depositor per insured bank for all accounts except IRAs and certain other retirement accounts, which will remain at \$250,000 per depositor. The CDs are eligible for FDIC insurance up to \$250,000 for deposits held in the same ownership category (for example, individual accounts are insured separately from joint accounts, self-directed retirement accounts and/or revocable trust accounts). The FDIC has taken the position that any Index Interest that has not yet been ascertained and become due and any secondary market premium paid by you above the Deposit Amount on the CDs is not insured by the FDIC. See “Deposit Insurance” in the accompanying Disclosure Statement.
Tax Consequences:	In the opinion of Faegre & Benson LLP, the Bank’s special tax counsel, the CDs will be subject to U.S. Treasury regulations that apply to contingent payment debt instruments. See “United States Federal Income Tax Consequences” in the accompanying Disclosure Statement. The tax discussion contained herein and in the accompanying Disclosure Statement has been prepared to support the marketing of the CDs. Nothing herein or therein may be used by any taxpayer for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code of 1986, as amended. Each taxpayer should seek advice based on the taxpayer’s particular circumstance from an independent tax advisor.
Estimated Comparable Yield and Projected Payment Schedule:	As of the date hereof, the Bank has estimated that the comparable yield on the CDs is an annual rate of % , compounded semi-annually. Based on the comparable yield, the projected payment schedule for each \$1,000 Deposit Amount of a CD is estimated to be \$ due at stated maturity. Based on the estimated comparable yield, if you are an initial holder that holds the CDs until the Stated Maturity Date and you pay your taxes on a calendar year basis, you will be generally required to include the following amount of ordinary income for each \$1,000 Deposit Amount of a CD each year: \$ in 2010, \$ in 2011, \$ in 2012, \$ in 2013, \$ in 2014, \$ in 2015, and \$ in 2016. However, in 2016, the amount of ordinary income that you will be required to pay taxes on from owning each \$1,000 Deposit Amount of a CD may be greater or less than \$, depending upon the interest you receive at stated maturity. Also, if the interest you receive at stated maturity were less than \$ for each \$1,000 Deposit Amount of a CD, you may have an ordinary loss in 2016. See “United States Federal Income Tax Consequences” on page 35 of the accompanying Disclosure Statement.

Placement Fees:

The Brokers will receive a placement fee of 3.50% of the aggregate Deposit Amount of the CDs sold (the "Placement Fee"). The Brokers may enter into one or more arrangements with agents, dealers or distributors (each, a "Distributor" and collectively, the "Distributors") to participate with the Brokers in effecting the sale of CDs offered by the Bank, in which case, the Brokers will remit all or a portion of the Placement Fee to such Distributor(s). Distributors shall be considered "Brokers" as described in the accompanying Disclosure Statement. In addition to the Placement Fee to be received by the Broker offering the CDs to you, the issue price of the CDs includes structuring and development costs. If the CDs were priced today, the Placement Fee and structuring and development costs would total approximately \$60 per \$1,000 Deposit Amount of a CD. The actual Placement Fee and structuring and development costs will be set forth in the final Terms Supplement when the terms of the CDs are determined. In no event will the Placement Fee and structuring and development costs exceed \$75 per \$1,000 Deposit Amount of a CD. See "Description of the Certificates of Deposit—Fees" in the accompanying Disclosure Statement.

ADDITIONAL RISK FACTORS

You should carefully consider the risk factor set forth below as well as the risk factors discussed under “Risk Factors” on page 3 of the accompanying Disclosure Statement and the other information contained in this Terms Supplement and the accompanying Disclosure Statement. You should reach an investment decision only after you have carefully considered with your advisors the suitability of an investment in the CDs in light of your particular circumstances.

The Stated Maturity Date May Be Postponed.

The determination of Index Interest payable on the Stated Maturity Date may be postponed if the scheduled Valuation Date is not an Index Day or is not a Calculation Date or a deemed Calculation Date for the Reference Index. If such a postponement occurs, the Stated Maturity Date will be postponed to the later of (i) three Business Days after the postponed Valuation Date, and (ii) the Initial Stated Maturity Date.

The Participation Rate May Affect The Value Of Your CDs.

The Index Interest will be determined by reference to a Participation Rate which will be within the range of 90% to 110%. Since the Participation Rate may be less than 100%, the return on your CD may be less than 100% of the appreciation, if any, of the Index. In addition, if the Participation Rate is less than 100%, the value of the CDs prior to the Stated Maturity Date will be affected by such Participation Rate.

EXAMPLES OF AMOUNT PAYABLE ON THE CDs

Here are four examples of hypothetical calculations of the amount payable on the Stated Maturity Date for each \$1,000 Deposit Amount of a CD. The following examples assume a hypothetical Initial Index Level of 94.7840 and a hypothetical Participation Rate of 1.00, the midpoint of the specified range for the Participation Rate. If you hold the CDs until the Stated Maturity Date, you will receive the Deposit Amount and the Index Interest, if any.

Example 1. Assuming For Purposes Of This Example That The Final Index Level Is 111.7029:

$$\$1,000 \times 1.00 \times \frac{111.7029 - 94.7840}{94.7840} = \$178.50$$

As a result, the interest for each \$1,000 Deposit Amount of a CD would be \$178.50 because that amount is greater than zero. On the Stated Maturity Date, you would receive \$1,000 + \$178.50 = \$1,178.50 for each \$1,000 Deposit Amount of a CD.

Example 2. Assuming For Purposes Of This Example That The Final Index Level Is 74.8794:

$$\$1,000 \times 1.00 \times \frac{74.8794 - 94.7840}{94.7840} = -\$210.00$$

As a result, the interest for each \$1,000 Deposit Amount of a CD would be zero because zero is greater than -\$210.00. On the Stated Maturity Date, you would receive \$1,000 for each \$1,000 Deposit Amount of a CD.

Example 3. Assuming For Purposes Of This Example That The Final Index Level Is 172.4121:

$$\$1,000 \times 1.00 \times \frac{172.4121 - 94.7840}{94.7840} = \$819.00$$

As a result, the interest for each \$1,000 Deposit Amount of a CD would be \$819.00 because that amount is greater than zero. On the Stated Maturity Date, you would receive \$1,000 + \$819.00 = \$1,819.00 for each \$1,000 Deposit Amount of a CD.

Example 4. Assuming For Purposes Of This Example That The Final Index Level Is 57.9604:

$$\$1,000 \times 1.00 \times \frac{57.9604 - 94.7840}{94.7840} = -\$388.50$$

As a result, the interest for each \$1,000 Deposit Amount of a CD would be zero because zero is greater than -\$388.50. On the Stated Maturity Date, you would receive \$1,000 for each \$1,000 Deposit Amount of a CD.

To the extent that the Final Index Level differs from the levels assumed above, the results indicated above would be different.

HYPOTHETICAL RETURNS

The table below illustrates, for a range of hypothetical Final Index Levels:

- the hypothetical Final Index Level;
- the hypothetical percentage change from the Initial Index Level;
- the hypothetical total amount payable at stated maturity for each \$1,000 Deposit Amount of a CD;
- the hypothetical pre-tax total rate of return; and
- the hypothetical annual percentage yield,

in each case assuming a hypothetical Participation Rate of 1.00 (the midpoint of the specified range of the Participation Rate).

<u>Hypothetical Final Index Level</u>	<u>Hypothetical Percentage Change From Initial Index Level</u>	<u>Hypothetical Total Amount Payable At Stated Maturity Per \$1,000 Deposit Amount</u>	<u>Hypothetical Pre- Tax Total Rate of Return</u>	<u>Hypothetical Annual Percentage Yield</u>
189.5680	100.00%	\$2,000.00	100.00%	12.24%
165.8720	75.00%	\$1,750.00	75.00%	9.77%
142.1760	50.00%	\$1,500.00	50.00%	6.99%
118.4800	25.00%	\$1,250.00	25.00%	3.79%
94.7840 ⁽¹⁾	0.00%	\$1,000.00	0.00%	0.00%
71.0880	-25.00%	\$1,000.00	0.00%	0.00%
47.3920	-50.00%	\$1,000.00	0.00%	0.00%
23.6960	-75.00%	\$1,000.00	0.00%	0.00%

⁽¹⁾ The hypothetical Initial Index Level.

The above figures are for purposes of illustration only. The actual amount that you will receive, and the resulting total and pre-tax rate of return and annualized percentage yield will depend entirely on the actual Final Index Level and the Participation Rate. In particular, the actual Final Index Level could be lower or higher than those reflected in the table.

ADDITIONAL INFORMATION REGARDING THE REFERENCE INDEX

General

See “The Reference Index” in the accompanying Disclosure Statement for information about the Reference Index, including the manner in which the Closing Level of the Reference Index is calculated.

S&P began calculating the Closing Levels of the Reference Index on each Calculation Date on October 1, 2008, based on an initial value of 100 on October 1, 2008. There is, therefore, no actual historical data on the Reference Index for any day before October 1, 2008. The historical data on the Reference Index published by Bloomberg L.P. before October 1, 2008 is hypothetical.

Hypothetical and Actual Historical Data Provided Herein

The historical data on the Reference Index reported by Bloomberg L.P. and provided herein for the period from and including January 1, 1999 to and excluding October 1, 2008 is hypothetical. The hypothetical historical data provided by Bloomberg L.P. for this period was calculated by S&P using the actual, and in many cases hypothetical, historical levels reported by Bloomberg L.P. for the Components for this period. The Components were introduced in 2008 as follows: (i) the SGI WISE US Long/Short (USD - Excess Return) Index was introduced on March 31, 2008 with a base value of 1,000 as of February 6, 2008, (ii) the SGI WISE US Top (USD - Net Total Return) Index was introduced on February 1, 2008 with a base value of 1,000 as of February 1, 2008, and (iii) the SGI WISE US Bottom (USD – Gross Total Return) Index was introduced on February 1, 2008 with a base value of 1,000 as of February 1, 2008. In these cases, therefore, the hypothetical historical data on the Reference Index was derived from the hypothetical historical levels reported by Bloomberg L.P. for these Components for the period from and including January 1, 1999 to and excluding the corresponding date of introduction of these Components.

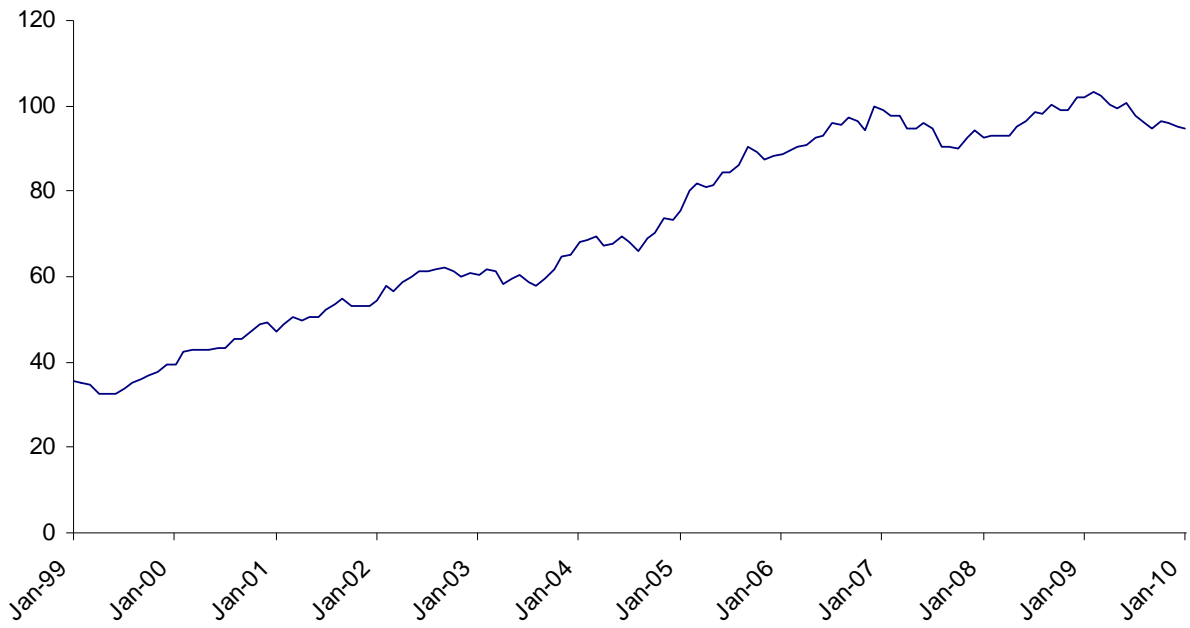
The following table sets forth (i) the hypothetical high and low Closing Levels, and end-of-period Closing Levels, of the Reference Index for each quarter in the period from January 1, 1999 through September 30, 2008 and (ii) actual high and low Closing Levels, and end-of-period Closing Levels, of the Reference Index for each quarter in the period from October 1, 2008 through December 31, 2009 and for the period from January 1, 2010 to January 26, 2010.

The following graph sets forth the (i) hypothetical end-of-period Closing Levels of the Reference Index for each month from January 1999 through September 2008 and (ii) actual end-of-period Closing Levels of the Reference Index for each month from October 2008 through December 2009 and for the period from January 1, 2010 to January 26, 2010.

The Bank obtained the Closing Levels below from Bloomberg L.P. The hypothetical and actual historical Closing Levels of the Reference Index are provided for informational purposes only. You should not take the hypothetical and actual historical Closing Levels of the Reference Index as an indication of future performance, which may be better or worse than the levels included herein. On January 26, 2010, the Closing Level of the Reference Index was 94.7840.

	<u>High</u>	<u>Low</u>	<u>Period-End</u>
1999			
First Quarter	35.5796	34.0266	34.7912
Second Quarter	35.0581	32.2300	32.6788
Third Quarter	36.1452	32.6970	36.1452
Fourth Quarter.....	39.7150	36.1483	39.6048
2000			
First Quarter	43.1260	38.9410	43.0224
Second Quarter	43.6534	42.3907	43.3097
Third Quarter	46.1756	42.9249	45.4571
Fourth Quarter.....	49.0748	45.4209	49.0748
2001			
First Quarter	50.5801	46.8254	50.5801
Second Quarter	51.2912	49.3305	50.7190
Third Quarter	54.8666	50.7826	54.8666
Fourth Quarter.....	54.9460	52.0227	53.2613
2002			
First Quarter	57.9502	52.5913	56.7474
Second Quarter	61.4200	56.4813	61.2600
Third Quarter	62.7089	59.4087	62.1729
Fourth Quarter.....	62.7057	59.0735	60.7928
2003			
First Quarter	62.6637	59.8389	61.3296
Second Quarter	61.1432	58.1315	60.3932
Third Quarter	60.5774	57.6180	59.7632
Fourth Quarter.....	65.0823	59.6731	65.0589
2004			
First Quarter	69.2723	65.0589	69.2723
Second Quarter	70.0371	66.9117	69.2723
Third Quarter	69.1412	65.5390	69.1402
Fourth Quarter.....	73.9092	68.7903	73.2302
2005			
First Quarter	81.8476	72.9263	81.8476
Second Quarter	84.4880	80.0414	84.4824
Third Quarter	90.2486	83.4938	90.2486
Fourth Quarter.....	91.1258	86.1585	88.1362
2006			
First Quarter	90.9042	86.9653	90.4113
Second Quarter	93.2058	90.4692	93.1669
Third Quarter	98.1318	93.4274	97.4612
Fourth Quarter.....	100.1657	93.8927	99.7060
2007			
First Quarter	100.8206	97.5658	97.6213
Second Quarter	97.9267	94.1821	96.0372
Third Quarter	96.1636	87.2328	90.3647
Fourth Quarter.....	94.6708	87.6590	94.4476
2008			
First Quarter	95.3943	92.2102	93.0178
Second Quarter	96.6224	92.1070	96.6224
Third Quarter	101.5004	96.4547	100.1464
Fourth Quarter.....	101.9320	98.2100	101.9160
2009			
First Quarter	105.4130	100.5630	102.4090
Second Quarter	102.6960	98.6580	100.6410
Third Quarter	102.3300	93.4080	94.8580
Fourth Quarter.....	96.8890	94.0710	95.3110
2010			
January 1, 2010 to January 26, 2010	95.0770	91.8140	94.7840

**SGI WISE US Vol Target 8% Index
Monthly Closing Levels**



This page is intentionally left blank

DISCLOSURE STATEMENT

WELLS FARGO BANK, N.A.

CERTIFICATES OF DEPOSIT LINKED TO THE SGI WISE US VOL TARGET 8% (USD – EXCESS RETURN) INDEX

The certificates of deposit of Wells Fargo Bank, N.A. (the “Bank”) described below (“CDs”) are made available through certain broker-dealers (collectively, the “Brokers” and individually, a “Broker”). Each CD is a deposit obligation of the Bank, the deposits and accounts of which are insured by the Federal Deposit Insurance Corporation (the “FDIC”). See “Deposit Insurance.” **Purchasing the CDs involves risks. See “Risk Factors” on page 3.**

The full amount of the deposit principal of a CD (the “Deposit Amount”) will be returned to you on the Stated Maturity Date. Each CD will pay interest in an amount based upon the performance of the SGI WISE US Vol Target 8% (USD – Excess Return) Index (the “Reference Index”), measured over a specified period of time and subject to certain terms and conditions. Interest may be paid on the Stated Maturity Date in an amount based on the performance of the Reference Index during the term of the CD (the “Index Interest”) or, if greater, a minimum interest amount equal to a specified percentage of the Deposit Amount over the term of the CD (the “Minimum Interest Amount”). Interest may also be paid periodically during the term of the CDs (“Periodic Interest”) on a monthly, quarterly or annual basis on specified interest payment dates (the “Interest Payment Dates”) at a rate (the “Periodic Interest Rate”) based upon the performance of the Reference Index. The CDs are not automatically renewable and no interest will be earned after the Stated Maturity Date. The specific terms of the CDs, including whether the CDs will pay Index Interest or Periodic Interest, will be set forth in a supplement to this Disclosure Statement (a “Terms Supplement”). The FDIC has taken the position that any Index Interest that has not yet been ascertained and become due, the amount of any Periodic Interest that has not yet been ascertained and become due and any secondary market premium paid by you above the Deposit Amount of the CD is not insured by the FDIC.

Unless otherwise specified in the applicable Terms Supplement, early withdrawal of a CD will only be available in the event of death of a beneficial owner of the CD.

United States holders of the CDs which provide for the payment of Index Interest or Periodic Interest, other than those holding the CDs through a tax advantaged retirement account (such as an IRA), may be subject to tax rules requiring them to include in their taxable income during each tax year in which the CDs are outstanding imputed interest income on the CDs even though interest, if any, may not be paid on the CDs until maturity. See “United States Federal Income Tax Consequences” on page 35.

The CDs are being offered by the Brokers when, as and if issued by the Bank and received and accepted by your Broker, subject to the right of the Brokers to reject orders in whole or in part and subject to certain other conditions. The Brokers offering the CDs may include affiliates of the Bank.

In making an investment decision investors must rely on their own examination of the Bank and the terms of the offering, including the merits and risks involved. The CDs are obligations solely of the Bank, and are not obligations of and are not guaranteed by Wells Fargo & Company, any other affiliate of the Bank or any Broker. The CDs are not registered under the Securities Act of 1933, as amended, and are not required to be so registered. The CDs have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Disclosure Statement. Any representation to the contrary is a criminal offense.

Although a Broker or its affiliates may purchase the CDs from you, none of the Brokers is obligated to do so. The Brokers and their affiliates are not obligated to, and do not intend to, make a market for the CDs. There is no assurance that a secondary market for the CDs will develop or, if it develops, that it will continue. Consequently, you may not be able to sell your CDs readily or at prices that will enable you to realize your desired yield. Only CDs held to the Stated Maturity Date or CDs that are the subject of a permitted early withdrawal will be entitled to the return of the full Deposit Amount.

January 1, 2010

ABOUT THIS DISCLOSURE STATEMENT

This Disclosure Statement along with the applicable Terms Supplement describe the terms of the CDs offered hereby and thereby. These documents contain information you should consider when making your investment decision. You should rely only on the information contained in this Disclosure Statement and the applicable Terms Supplement. To the extent that any information in the applicable Terms Supplement is inconsistent with the information contained in this Disclosure Statement, the information in the applicable Terms Supplement will control. Neither the Bank nor any Broker has authorized anyone else to provide you with different or additional information. If anyone provides you with different or inconsistent information, you should not rely on it. The information contained in this Disclosure Statement and the applicable Terms Supplement may not be modified by any oral representation made prior or subsequent to your purchase of a CD.

This Disclosure Statement and the applicable Terms Supplement do not constitute an offer to sell or a solicitation of an offer to buy the CDs in any circumstances in which such offer or solicitation is unlawful.

Information in this Disclosure Statement or the applicable Terms Supplement may change after the date on the front of the applicable document. You should not interpret the delivery of this Disclosure Statement or the applicable Terms Supplement or the sale of the CDs as an indication that there has been no change in the information set forth herein or therein since those dates.

The SGI WISE US Vol Target 8% (USD-Excess Return) Index, SGI WISE US Long/Short (USD – Excess Return) Index, SGI WISE US Top (USD – Net Total Return) Index, and SGI WISE US Bottom (USD – Gross Total Return) Index are service marks of Société Générale, a French banking corporation (“Société Générale”) and have been licensed for use by the Bank. The CDs, based on the performance of the SGI WISE US Vol Target 8% (USD – Excess Return) Index, are not sponsored, endorsed or promoted by Société Générale.

WELLS FARGO BANK, N.A.

In deciding whether to purchase the CDs, investors must rely on their own examination of the Bank and the terms of the offering, including the merits and risks involved. Upon request, you will be provided with publicly available financial information regarding the Bank, including its Consolidated Reports of Condition and Income (“Call Reports”) filed by the Bank with its primary federal regulator. Call Reports are also available at the FDIC’s website at <http://www.fdic.gov>.

RISK FACTORS

You should carefully consider the risk factors set forth below as well as the other information contained in this Disclosure Statement and the applicable Terms Supplement. The applicable Terms Supplement will contain any additional risk factors relating to the specific terms of the CDs being offered. You should reach an investment decision only after you have carefully considered with your advisors the suitability of an investment in the CDs in light of your particular circumstances. The SGI WISE US Long/Short (USD — Excess Return) Index (the “Underlying Index”), the SGI WISE US Top (USD — Net Total Return) Index (the “Top Index”) and the SGI WISE US Bottom (USD — Gross Total Return) Index (the “Bottom Index”), each as described under “The Reference Index,” are sometimes referred to herein collectively as the “Components” and individually as a “Component.”

The Amount You Receive On The CDs May Not Be Greater Than The Deposit Amount.

The amount you receive on the Stated Maturity Date, together with any amounts received on any Interest Payment Dates, may be less than the return you could earn on other investments. Because of the numerous factors that may affect the Closing Level (as hereinafter defined) of the Reference Index, you may not receive any Index Interest or Periodic Interest. Any amounts you receive in excess of the Deposit Amount may not fully compensate you for any opportunity cost to you when you take into account inflation and other factors relating to the time value of money.

In addition, the FDIC has taken the position that any Index Interest that has not yet been ascertained and become due, the amount of any Periodic Interest that has not yet been ascertained and become due and any secondary market premium paid by you in excess of the Deposit Amount is not insured by the FDIC.

Insolvency Of The Bank May Result In Early Payment Of Your CDs.

If the FDIC is appointed as conservator or receiver for the Bank, the FDIC is authorized to disaffirm or repudiate any contract to which the Bank is a party, the performance of which is determined to be burdensome, and the disaffirmance or repudiation of which is determined to promote the orderly administration of the Bank’s affairs. It appears very likely that for this purpose deposit obligations, such as the CDs, are “contracts” within the meaning of the foregoing and that the CDs could be repudiated by the FDIC in its capacity as conservator or receiver of the Bank. As a result of any such repudiation, a holder of the CDs could be required to make a claim against the FDIC for the Deposit Amount of the CDs and follow the FDIC’s claims procedures, which may result in a delay in receiving payment, or the FDIC as conservator or receiver could also transfer the CDs to another insured depository institution, without approval or consent of the holder of the CDs. A transferee depository institution would likely be permitted to offer holders of the CDs the choice of (i) repayment of the Deposit Amount of the CDs or (ii) less favorable terms. If a CD is paid off prior to maturity, either by a transferee depository institution or the FDIC, you may be unable to reinvest the funds at the same anticipated rate of return as the rate on the original CD. In any case, no claim would likely be available for any secondary market premium paid by you above the Deposit Amount, any Index Interest that has not yet been ascertained and become due, the amount of any Periodic Interest that has not yet been ascertained and become due or other damages such as lost profit or opportunity.

You May Not Have The Right To Withdraw The Deposit Amount Of A CD Prior To Its Stated Maturity Date.

When you purchase a CD, you agree with the Bank to keep your funds on deposit for the term of the CD. Unless otherwise provided in the applicable Terms Supplement, you will not have the right to withdraw any portion of the Deposit Amount prior to the Stated Maturity Date. Therefore, you should not rely on the possibility of early withdrawal for gaining access to your funds prior to the Stated Maturity Date. In the event of your death, the Deposit Amount of your CDs may be withdrawn before the Stated Maturity Date without an early withdrawal penalty.

The CDs Are Subject To The Credit Risk Of The Bank.

The CDs are deposit obligations of the Bank and are not, either directly or indirectly, an obligation of any third party. Any Deposit Amount of a CD that exceeds the applicable FDIC insurance limits, as well as any amounts payable under the CDs that are not insured by FDIC insurance, are subject to the creditworthiness of the Bank. As a result, the actual and perceived creditworthiness of the Bank may affect the market value of the CDs and, in the event the Bank were to default on its obligations, you may not receive the principal protection or any other amounts owed to you under the terms of the CDs in excess of the amounts covered by the applicable FDIC insurance.

The Inclusion Of Placement Fees And Structuring And Development Costs In The Issue Price Of The CDs And Certain Hedging Costs Are Likely To Adversely Affect The Price At Which You Can Sell Your CDs.

Assuming no changes in market conditions or any other relevant factors, the price, if any, at which you may be able to sell the CDs will likely be significantly less than their issue price. The issue price includes, and any price quoted to you is likely to exclude, placement fees paid with respect to the CDs and structuring and development costs. In addition, any such price is also likely to reflect dealer discounts, mark-ups and other transaction costs, such as a discount to account for costs associated with establishing or unwinding any related hedge transaction. We expect such costs will include the projected profit that our hedge counterparty (which may be one of our affiliates) expects to realize in consideration for assuming the risks inherent in hedging our obligations under the CDs. The price at which a Broker or any other potential buyer may be willing to buy your CDs will also be affected by the market and other conditions discussed in the next risk factor.

You May Be Unable To Sell Your CDs Prior To Their Stated Maturity Date And The Value Of The CDs Prior To Their Stated Maturity Date Will Be Affected By Numerous Factors, Some Of Which Are Related In Complex Ways.

Although a Broker or its affiliates may purchase the CDs from you, none of the Brokers is obligated to do so. The Brokers and their affiliates are not required to, and do not intend to, make a market for the CDs. There can be no assurance that a secondary market will develop. Because the rate of return of the CDs is tied to the performance of the Reference Index, any secondary market for the CDs may not be as liquid as the secondary market for CDs with a fixed rate of return. As a result, you may not be able to sell your CDs prior to their Stated Maturity Date. You should therefore not rely on any such ability to sell your CDs for any benefits, including achieving trading profits, limiting trading or other losses, realizing income on the CDs prior to the Stated Maturity Date, or having access to proceeds prior to the Stated Maturity Date.

In the event that a buyer is available at the time you attempt to sell your CDs prior to their Stated Maturity Date, the price at which your CDs are sold may result in a return to you which may differ from the return which the CDs would have earned had they been held to the Stated Maturity Date, due to the fact that the value of the CDs in such circumstances will likely be based on a number of factors such as the value and volatility of the Reference Index and the Components, interest rate movements, whether the CDs are callable at the option of the Bank, dividend yields on the stocks included in the Components, time remaining until the Stated Maturity Date, the Bank's creditworthiness and other market conditions, all of which factors may impact the value of the CDs and some of which are interrelated in complex ways. As a result, the effect of any one factor may be offset or magnified by the effect of another factor. Even if you sell the CDs prior to their Stated Maturity Date at a time when the Closing Level of the Reference Index exceeds the Initial Index Level (as hereinafter defined), the sale price may be lower than the price you may have received if you had held your CDs until their Stated Maturity Date. In addition, the price you may pay for any such CDs in the secondary market might include a mark-up established by the applicable market maker. Similarly, the price at which CDs may be sold if a secondary market is available will reflect a mark-down retained by the applicable broker. For the foregoing reasons, the price at which the CDs may be purchased or sold prior to their Stated Maturity Date may not directly reflect changes in the Reference Index and their impact on the Index Interest or Periodic Interest, as the case may be.

In the event you choose to sell a CD prior to its Stated Maturity Date, you may receive substantially less in sale proceeds than the Deposit Amount.

If The Final Index Level Is Based On An Average Of Closing Levels Of The Reference Index On Valuation Dates Throughout The Term Of The CDs, The Final Index Level May Be Less Than The Closing Level Of The Reference Index At Stated Maturity.

If the Final Index Level (as hereinafter defined) is calculated by reference to an average of the Closing Levels of the Reference Index on various Valuation Dates throughout the term of the CDs, the Final Index Level, as so calculated, may be less than the Closing Level of the Reference Index at stated maturity, and as a result, the Index Interest you receive at stated maturity may be less than the interest you would receive if the Index Interest was based solely on the Closing Level of the Reference Index at stated maturity. This difference could be particularly large if there is a significant increase in the Closing Level of the Reference Index during the latter portion of the term of the CDs and may be more pronounced as the number of Valuation Dates throughout the term of the CDs increases.

The Strategy Underlying The Reference Index May Not Be Successful.

The Reference Index and the Components are based on a proprietary model developed by Société Générale, which systematically scores the stocks included in the S&P 500 Index on a monthly basis according to twelve specific criteria (the “WISE Model”). Through the Underlying Index, the Reference Index follows a long/short, market-neutral investment strategy which tracks a deemed long position in the stocks that scored within the top 10% according to the WISE Model (in other words, a deemed investment which benefits from an appreciation in the value of those stocks) and a deemed short position in the stocks that scored within the bottom 10% according to the WISE Model (in other words, a deemed investment which benefits from a depreciation in the value of those stocks). As described in more detail under “The Reference Index,” the level of the Reference Index increases or decreases based on the performance of these deemed investments, the relationship between a specific target volatility and the volatility of the aggregate value of these deemed investments, and an index adjustment factor. In general, the market-neutral strategy of the Reference Index seeks to generate returns, irrespective of the performance of the U.S. equities market, through long positions in the top-scored stocks selected according to the WISE Model that, in the aggregate, are similarly weighted to the short positions in the bottom-scored stocks selected according to the WISE Model, while at the same time stabilizing the potential returns by attempting to control the volatility of the Reference Index to a specified volatility target. There can be no assurance that the strategy will be successful during the term of the CDs or that an investment following such strategy will yield positive results or that the CDs will generate a positive return.

An Investment Linked To The Reference Index Is Not The Same As An Investment Linked To The Underlying Index.

The extent to which the Reference Index is exposed to the Underlying Index depends on the actual volatility of the Underlying Index relative to the target volatility. If the actual volatility of the Underlying Index is greater than the target volatility, only a percentage of the Reference Index will be exposed to the performance of the Underlying Index, and any increase in the level of the Underlying Index during this time would only be reflected to the extent of such percentage exposure (subject to the Index Adjustment Factor, as defined and described below). Similarly, if the actual volatility of the Underlying Index is less than the target volatility, the exposure of the Reference Index to the Underlying Index will be leveraged (i.e., the percentage exposure will be greater than 100% but not more than 150%) and any decrease in the level of the Underlying Index during this time would be magnified to the extent of such percentage exposure. As a result, there are many possible scenarios in which the return of the CDs would be less than the return of an investment linked directly to the Underlying Index.

Actual Experienced Volatility Of The Reference Index May Not Equal The Target Volatility.

The exposure of the Reference Index to the Underlying Index varies based upon the actual volatility of the Underlying Index relative to the target volatility. Since the “actual volatility” of the Underlying Index is measured on a trailing basis over a period of time, such measurement of actual volatility may not account for sudden changes in historical volatility trends and, as a result, the exposure of the Reference Index to the Underlying Index may not accurately capture the differential between the actual volatility, as measured, and the target volatility. In addition, the exposure of the Reference Index to the Underlying Index is capped at 150%.

The Index Adjustment Factor May Decrease The Closing Level Of The Reference Index.

The Closing Level of the Reference Index will reflect the Index Adjustment Factor. The Index Adjustment Factor reflects the net cost of taking offsetting long and short positions in the stocks included in the Underlying Index as measured by the difference between 3-Month USD LIBOR and the Effective Fed Funds Rate (the “Basis Rate”). If the Basis Rate is positive, it will lower the Closing Level of the Reference Index. Conversely, if the Basis Rate is negative, it will increase the Closing Level of the Reference Index. Although the Basis Rate has historically fluctuated slightly above and below zero, it has been positive in recent months. In December 2008, the Federal Reserve cut the overnight federal funds rate to a range of zero to 0.25 percent which may result in an increased likelihood of a positive Basis Rate in the future. Any similar actions in the future by the Federal Reserve could affect the Basis Rate and the Closing Level of the Reference Index.

The Reference Index Has A Limited History.

The Reference Index was established on October 1, 2008 and therefore has a limited history. There is no actual historical data on the Reference Index prior to October 2008.

Publicly Available Information On The Reference Index Is Limited.

The Reference Index and the Components were developed by, and are the exclusive property of, Société Générale. Société Générale has contracted with the Index Sponsor to maintain and calculate the Reference Index and the Components. Although the Closing Levels of the Reference Index are published by the Index Sponsor, neither the Index Sponsor nor Société Générale currently makes public any detailed information about the methodology underlying or the calculation of the Reference Index or any of the Components. Any such information is only available through Société Générale. All disclosures contained in this Disclosure Statement regarding the Reference Index and the Components have been provided by Société Générale for informational purposes only. The Bank does not assume any responsibility for the accuracy or completeness of any such information. Any prospective purchaser of the CDs should discuss the Reference Index with its financial advisor and make any due diligence inquiry or undertake any independent investigation with respect to the Reference Index and the Components and the stocks included in the Components as in its judgment is appropriate to make an informed decision with respect to an investment in the CDs.

The WISE Model Is Subject To Certain Limitations.

The WISE Model is used to score each of the companies included in the S&P 500 Index to determine which companies will be included in the Underlying Index through inclusion in the Top Index or the Bottom Index. The WISE Model is subject to certain limitations that may impact its ability to accurately score each of such companies in accordance with the twelve WISE Criteria (as hereinafter defined and discussed). First, four of the twelve WISE Criteria use estimates provided by the International Broker's Estimate System (“IBES estimates”) to determine certain aspects of each company’s valuation. Such IBES estimates may not prove to be correct, and may not accurately reflect a company’s actual valuation. Second, several of the WISE Criteria use the most recently available financial information for a company. Because such information is only reported periodically and not on a “real-time” basis, such information may become stale, and therefore may not accurately reflect the true financial status of the relevant company at the time at which it is scored. Third, information used to rank each company with respect to one or more of the WISE Criteria may be unavailable. If this is the case, that company will be ranked according to only those WISE Criteria for which sufficient information is available and, as such, would not be compared to the other companies included in the S&P 500 Index according to all of the same criteria. Fourth, certain companies included in the S&P 500 Index which would have otherwise been included in the Bottom Index based on the WISE Criteria scoring are excluded on the basis of certain borrowing costs. Each of these factors may impact which companies are included in the Top Index or the Bottom Index and may ultimately have an adverse impact on the level of the Underlying Index and, in turn, the Closing Level of Reference Index.

Historical Levels Of The Reference Index Should Not Be Taken As An Indication Of The Future Performance Of The Reference Index During The Term Of The CDs.

The closing prices of the stocks included in the Underlying Index, the amounts of dividends paid on such stocks, the volatility of the Underlying Index, the Index Adjustment Factor, and several other factors will determine the Closing Level of the Reference Index. As a result, it is impossible to predict whether the Closing Level of the Reference Index will fall or rise. Trading prices of the stocks included in the Underlying Index will be influenced by complex and interrelated political, economic, financial, military and other factors that can affect the markets in which those stocks are traded and the value of those stocks themselves.

The Top Index And The Bottom Index Track The Taxation Of Dividends Differently.

The Top Index is a “net total return” index, meaning that it tracks the performance of its companies, assuming the reinvestment of dividends net of a tax rate. The Bottom Index is a “gross total return” index, meaning that it tracks the performance of its companies, assuming the reinvestment of dividends, without any reduction for an assumed withholding tax. Therefore, dividends will be included to a greater degree in the Bottom Index than in the Top Index and, as such, the spread between the Top Index and the Bottom Index will be less than had the same taxation method been used for both indices. This will negatively impact the level of the Underlying Index and the Closing Level of the Reference Index.

Actions By The Index Sponsor Upon The Occurrence Of An Index Disruption Event Or Other Extraordinary Events Could Adversely Affect The Value Of The CDs.

If the Index Sponsor determines, in consultation with the Index Agent, that an Index Disruption Event has occurred, the Index Sponsor will determine, in consultation with the Index Agent, the Closing Level of the Reference Index until twenty consecutive Scheduled Calculation Days have elapsed since the Index Disruption Event occurred using relevant market indicia on the relevant dates of determination. See “The Reference Index – Index Disruption Events.” The Index Sponsor may also, in consultation with the Index Agent, make alternate calculations of and adjustments to the closing level of the Underlying Index for twenty consecutive Scheduled Calculation Days if the method of calculating the Underlying Index is materially changed or the Underlying Index is otherwise materially modified. See “The Reference Index – Index Extraordinary Events.” The Index Sponsor began publishing the Reference Index on October 1, 2008 and, based on the limited history of the Reference Index, it is difficult to assess the likelihood that the Index Sponsor, together with the Index Agent, will exercise the discretion it has in connection with the Reference Index or the Underlying Index. Any exercise of such discretion could have an adverse effect on the Closing Level of the Reference Index and the value of the CDs.

The Reference Index Will Be Permanently Discontinued By The Index Sponsor In Certain Circumstances.

The Index Sponsor will permanently cancel the Reference Index if an Index Disruption Event occurs and continues for twenty consecutive Scheduled Calculation Days. See “The Reference Index – Index Disruption Events.” In addition, the Index Sponsor may permanently cancel the Reference Index after twenty Scheduled Calculation Days (a) if the sponsor of the Underlying Index discontinues the Underlying Index and no successor Underlying Index is identified or (b) if the sponsor of the Underlying Index makes a material changes in the formula for or the method of calculating the Underlying Index or in any other way materially modifies the Underlying Index and the Index Sponsor makes any alternate calculations or adjustments to arrive at the level of the Underlying Index. See “The Reference Index – Index Extraordinary Events.”

The Bank Cannot Control Actions By The Companies Whose Equity Securities Are Included In The Top Index Or The Bottom Index.

Actions by any company whose equity security is included in the Top Index or the Bottom Index may have an adverse effect on the price of its common stock, the closing level of the Top Index or the Bottom Index, and therefore the closing level of the Underlying Index and the Closing Level of the Reference Index. Wells Fargo & Company, an affiliate of the Bank, is one of the companies currently included in the S&P 500 Index and therefore may be included in the Top Index or the Bottom Index from time to time, but the Bank is not affiliated with any of the other companies included in the S&P 500 Index. These companies are not involved in the offering

of the CDs and have no obligations with respect to the CDs, including any obligation to take the Bank's interests or your interests into consideration for any reason. These companies will not receive any of the proceeds of the offering of the CDs made hereby and are not responsible for, and have not participated in, the determination of the timing of, prices for, or quantities of, the CDs to be issued. These companies are not involved with the administration, marketing or trading of the CDs and have no obligations with respect to the amount to be paid to you during the term of the CDs.

Adjustments To The Reference Index Or The Components Could Adversely Affect The Value Of The CDs.

The policies of the Index Sponsor concerning the calculation of the Reference Index or the Components may affect the value of the Reference Index. The Index Sponsor may discontinue or suspend calculation or dissemination of the Reference Index or materially alter the methodology by which it calculates the Reference Index or the Components. Any such actions could affect the value of the CDs. See "Description of the CDs — Discontinuance of the Reference Index; Alteration of Method of Calculation" and "The Reference Index."

Adjustments To The WISE Model Could Adversely Affect The Value Of The CDs.

The policies of the Index Agent concerning the methodology underlying the WISE Model may affect the value of the Reference Index. The Index Agent may materially alter the methodology underlying the WISE Model. Any such actions could affect the value of the CDs. See "The Reference Index."

Potential Conflicts Of Interest Exist Between You And The Bank.

If the Index Sponsor permanently discontinues publication of the Reference Index, the Bank will select a successor for the Reference Index or, if no successor is available, the Bank will calculate the Closing Level of the Reference Index. The Bank may also make adjustments to the Closing Level of the Reference Index if the method of calculating the Reference Index is changed in a material respect. See "Description of the Certificates of Deposit — Discontinuance of the Reference Index; Alteration of Method of Calculation." As a result, potential conflicts of interest may exist between you and the Bank.

The Bank And Its Affiliates Have No Affiliation With The Index Sponsor Or The Index Agent And Are Not Responsible For Their Public Disclosure Of Information.

The Bank and its affiliates are not affiliated with the Index Sponsor or the Index Agent in any way and have no ability to control or predict their actions, including any errors in or changes to their respective methods or policies relating to the calculation of the Reference Index or the Components or the WISE Model, as the case may be. Neither the Bank nor any of its affiliates assumes any responsibility for the adequacy or accuracy of the information about the Reference Index or the Components or the WISE Model contained in this Disclosure Statement. You, as an investor in the CDs, should make your own investigation into the Reference Index and the Components and the WISE Model. Neither the Index Sponsor nor the Index Agent is involved in the offering of the CDs made hereby in any way and has no obligation to consider your interests as an owner of CDs in taking any actions that might affect the Closing Level of the Reference Index.

If Your CDs Are Callable At The Option Of The Bank, Your Maximum Return Will Be Effectively Limited.

If your CDs are callable at the option of the Bank and the Bank exercises its option to call the CDs, you will only receive the applicable Call Price (as hereinafter defined), together with any accrued and unpaid Periodic Interest to but excluding the Call Date (as hereinafter defined) and you will not be entitled to receive the amount otherwise payable on the Stated Maturity Date or any Periodic Interest payable after the Call Date. The Bank will exercise any call option, if at all, when it is most advantageous for the Bank to do so.

Trading And Other Transactions By The Bank Or Its Affiliates Could Affect The Prices Of The Equity Securities Underlying The Components, The Level Of The Reference Index Or The Value Of The CDs.

From time to time, as part of the Bank's general financial risk management, the Bank or one or more of its affiliates may fully or partially hedge its obligations under the CDs. Pursuant to such hedging activities, the Bank or one or more of its affiliates may acquire the equity securities included in the Components or listed or over-the-counter derivative or synthetic instruments related to the Reference Index or the Components or the equity securities included therein. Depending on, among other things, future market conditions, the aggregate amount and the composition of the Bank's positions are likely to vary over time.

To the extent that the Bank or one or more of its affiliates has a long hedge position in any of the equity securities that are included in the Components, or derivative or synthetic instruments related to those equity securities, the Reference Index or the Components, the Bank or one or more of its affiliates may liquidate a portion of such holdings at or about the time of the maturity of the CDs or at or about the time of a change in the composition of the Reference Index. Certain activity by the Bank or one or more of its affiliates described above can potentially increase or decrease the prices of the equity securities that are included in the Components and, accordingly, increase or decrease the level of the Reference Index. Although the Bank has no reason to believe that any of those activities will have a material impact on the price of the equity securities that are included in the Components, these activities could have such an effect. Profits or losses from any of the Bank's positions discussed above cannot be ascertained until the position is closed out and any offsetting position or positions are taken into account.

The Bank or one or more of its affiliates may also engage in trading in the equity securities included in the Components and other investments relating to such equity securities on a regular basis as part of its or their general broker-dealer and other businesses, for proprietary accounts, for other accounts under management or to facilitate transactions for customers, including block transactions. Any of these activities could adversely affect the market prices of such equity securities and, therefore, the value of the CDs.

The Bank or one or more of its affiliates may also take positions in other types of appropriate financial instruments that may become available in the future. You should note that if the Bank or one or more of its affiliates take any such position at any time, it is possible that the Bank or one or more of its affiliates could receive substantial returns with respect to those positions while the value of your CD may decline.

The Bank or one or more of its affiliates may also issue, underwrite or assist unaffiliated entities in the issuance or underwriting of other CDs or securities or financial instruments with returns indexed to the Reference Index. By introducing competing products into the marketplace in this manner, the Bank or one or more of its affiliates could adversely affect the value of the CDs.

Research Reports And Other Transactions May Create Conflicts Of Interest Between You And The Bank.

The Bank or one or more of its affiliates may, at present or in the future, publish research reports on the Reference Index or companies included in the Components. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the CDs. Any of these activities may affect the market price of equity securities underlying the Components and, therefore, the value of the CDs.

In addition, the Bank or one or more of its affiliates may, at present or in the future, engage in business with the companies included in the Components including making loans to those companies (and exercising creditors' remedies with respect to such loans), making equity investments in those companies or providing investment banking, asset management or other advisory services to those companies. These activities may present a conflict between the Bank and its affiliates and you. In the course of that business, the Bank or any of its affiliates may acquire non-public information about one or more of the companies included in the Reference Index. If the Bank or any of its affiliates does acquire such non-public information, the Bank is not obligated to disclose such non-public information to you.

For Tax Purposes, You May Be Required To Include Original Issue Discount In Income And To Recognize Ordinary Income On Any Disposition Of The CDs.

For United States federal income tax purposes, the CDs may be classified as contingent payment debt instruments. If so, they will be considered to be issued with original issue discount. You will be required to include this original issue discount in income during your ownership of the CDs even though you may receive no cash payments during the term of the CDs, subject to some adjustments, based on the “comparable yield” of the CDs unless you hold the CDs through a tax advantaged retirement account (such as an IRA). The “comparable yield” will generally be the rate at which the Bank could issue a fixed rate instrument with terms and conditions similar to the CDs, but in any event not less than the applicable federal rate (based on the overall maturity of the CDs). Additionally, you will generally be required to recognize ordinary income or, to some extent, ordinary loss on the gain or loss, if any, realized upon maturity or on a sale, exchange, redemption or other disposition of the CDs. See “United States Federal Income Tax Consequences.”

DESCRIPTION OF THE CERTIFICATES OF DEPOSIT

General

The terms of each CD being offered hereby are available from your Broker and will be specified in the applicable Terms Supplement. Unless otherwise specified in the applicable Terms Supplement, the CDs will be made available in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. You should carefully review the applicable Terms Supplement for a description of the terms of the CD being offered. The general terms and conditions described in this Disclosure Statement will apply to the CD being offered unless the applicable Terms Supplement provides otherwise.

The term of any CD will commence on the date specified in the applicable Terms Supplement. The CDs will mature on the date specified in the applicable Terms Supplement (the “Stated Maturity Date”). An Interest Payment Date or the Stated Maturity Date may be postponed under the circumstances described in the applicable Terms Supplement. The date used to determine the Initial Index Level will be specified in the applicable Terms Supplement.

The Bank may have the ability to call the CDs at its option on the call dates (the “Call Dates”) and at the call prices (the “Call Prices”) specified in the applicable Terms Supplement.

The CDs will not be automatically renewed or rolled over and Periodic Interest, Index Interest or the Minimum Interest Amount, if any, on the CDs will not accrue after the Stated Maturity Date or any earlier Call Date. The Bank will not compound any interest earned on the CDs. Except as set forth in the next sentence, payment of any Index Interest, any Minimum Interest Amount and the Deposit Amount will be automatically credited to your account with your Broker on the Stated Maturity Date (unless the CDs have been called by the Bank), payment of any Call Price will be automatically credited to your account with your Broker on the applicable Call Date, if any, and payment of any Periodic Interest will be automatically credited to your account with your Broker on the applicable Interest Payment Date. If an Interest Payment Date or the Stated Maturity Date or any earlier Call Date falls on a day that is not a Business Day, any payments otherwise due on your CDs on such day will be remitted on the next day that is a Business Day, without any interest or other payment with respect to the delay. A “Business Day” is any day other than a Saturday, Sunday, legal holiday or day on which banking institutions are required or authorized by law or regulation to close in New York, New York or Minneapolis, Minnesota.

The CDs issued by the Bank are the obligations solely of the Bank, and are not obligations of and are not guaranteed by Wells Fargo & Company or any other affiliate of the Bank.

You should compare the terms of the CDs to other available investments before deciding to purchase a CD. The rate of return ultimately realized on the CDs may be higher or lower than the rates on other deposits available through the Bank or your Broker.

Interest

Any Index Interest or Periodic Interest payable on the CDs will be determined by reference to the performance of the Reference Index. The manner in which the performance of the Reference Index will be measured will be specified in the applicable Terms Supplement.

While the performance of the Reference Index will be used to determine the amount of any Periodic Interest or Index Interest paid on each CD, purchasers of a CD will not own or be entitled to an interest in the securities comprising the Components.

Index Interest

The interest payable on each CD on the Stated Maturity Date will be the Index Interest as described in the applicable Terms Supplement or, if greater, the Minimum Interest Amount, if any. The Index

Interest will be calculated using an initial index level of the Reference Index (the “Initial Index Level”) set forth in the applicable Terms Supplement and the level of the Reference Index (the “Final Index Level”) based on the Closing Level or the arithmetic average of the Closing Levels of the Reference Index on a specified date or dates during the term of the CD or during a specified period shortly before the Stated Maturity Date set forth in the applicable Terms Supplement (the “Valuation Date(s)”). The Index Interest may also be calculated by reference to a participation rate (the “Participation Rate”) set forth in the applicable Terms Supplement, in which case the percentage change in the Final Index Level from the Initial Index Level will be multiplied by a rate which is less than or greater than 1.00. The “Closing Level” is the level of the Reference Index at 6:30 p.m., New York City time, as reported by the Index Sponsor.

The Bank’s obligation to pay Index Interest depends on the percentage increase of the Final Index Level from the Initial Index Level. There is no assurance that the Index Interest will be greater than the Minimum Interest Amount, if any. If the CDs do not have a Minimum Interest Amount, there is no assurance that you will receive any Index Interest on your CDs.

Periodic Interest

The interest, if any, payable on the CD on a periodic basis during the term of the CDs will be the Periodic Interest as described in the applicable Terms Supplement. The specific method of calculating the Periodic Interest will be set forth in the applicable Terms Supplement. If the CDs provide for the payment of Periodic Interest, they will bear Periodic Interest from the date specified in the applicable Terms Supplement or from the most recent Interest Payment Date on which the Bank has paid or provided for Periodic Interest on the CDs to, but excluding, the Stated Maturity Date or earlier Call Date. You will receive Periodic Interest on the CDs, if any, on each Interest Payment Date, as specified in the applicable Terms Supplement, if you owned such CDs on the applicable record date. The record date with respect to any Interest Payment Date will be the fifteenth calendar day, whether or not a Business Day, preceding such Interest Payment Date. The Bank’s obligation to pay Periodic Interest on any Interest Payment Date depends on the performance of the Reference Index on specified Valuation Dates. There is no assurance that you will receive any Periodic Interest on your CDs.

Additions or Withdrawals

No additions are permitted to be made to any CD.

When you purchase a CD, you agree with the Bank to keep your funds on deposit for the term of the CD. Accordingly, no early withdrawals of the CDs will be available except as set forth in the next paragraph and in the applicable Terms Supplement. Therefore, if the applicable Terms Supplement does not indicate that there is a right of early withdrawal, each CD must either be held to the Stated Maturity Date or sold in the secondary market, if such market is available.

In the event of the death of the beneficial owner of a CD, early withdrawal of the full Deposit Amount of the CD will be permitted, without penalty. Partial withdrawals will not be permitted. The amount payable by the Bank upon such withdrawal will equal the Deposit Amount of the withdrawn CD. Your Broker will require documentation evidencing the death of a beneficial owner of the CD.

Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an IRA (but not a Roth IRA) must begin making withdrawals from the IRA after age 70-1/2. CDs held in an IRA are not eligible for early withdrawal simply because the beneficiary must begin making mandatory withdrawals from the IRA. IRA beneficiaries should purchase the CDs with stated maturities that correspond to the mandatory withdrawal requirements or look to the secondary market for liquidity.

The early withdrawal provisions applicable to your CDs may be more or less advantageous than the provisions applicable to other deposits available from the Bank. In the event that you wish to make a permissible early withdrawal, your Broker will endeavor to obtain funds for you as soon as possible. However, your Broker will not advance funds in connection with early withdrawals and can give no assurances that payment pursuant to early withdrawals will be made by a specified date.

Discontinuance of the Reference Index; Alteration of Method of Calculation

If the Index Sponsor permanently discontinues publication of the Reference Index and the Index Sponsor or the Index Agent or another entity publishes a successor or substitute index that the Bank determines, in its sole discretion, to be comparable to the discontinued Reference Index, then any subsequent Closing Level will be determined by reference to the level of such successor index or substitute index (in any such case, referred to herein as a “Successor Index”) at 6:30 p.m., New York City time, on the date that any such subsequent Closing Level is to be determined.

Upon any selection by the Bank of a Successor Index, the Bank will promptly give notice to the holders of the CDs.

If the Index Sponsor permanently discontinues publication of the Reference Index prior to, and such discontinuance is continuing on, the date that any Closing Level is to be determined and the Bank determines that no Successor Index is available at such time, then, on such date, the Bank will determine each subsequent Closing Level to be used in computing the Index Interest or the Periodic Interest, as the case may be. Each such Closing Level will be computed by the Bank in accordance with the formula for and method of calculating the Reference Index last in effect prior to such discontinuance.

If a Successor Index is selected or the Bank calculates a closing index level as a substitute for the Reference Index, such Successor Index or closing index level will be used as a substitute for the Reference Index for all purposes. Notwithstanding these alternative arrangements, discontinuance of the publication of the Reference Index may adversely affect the value of the CDs.

If at any time the method of calculating the Reference Index or a Successor Index, or the Closing Level thereof, is changed in a material respect, or if the Reference Index or a Successor Index is in any other way modified so that such index does not, in the opinion of the Bank, fairly represent the value of the Reference Index or such Successor Index had such changes or modifications not been made, then the Bank will, at the close of business in New York City on the date that any Closing Level is to be determined, make such calculations and adjustments as, in the good faith judgment of the Bank, may be necessary in order to arrive at a value of a stock index comparable to the Reference Index or such Successor Index, as the case may be, as if such changes or modifications had not been made, and calculate the Closing Level and the Index Interest or the Periodic Interest, as the case may be, with reference to the Reference Index or such Successor Index, as adjusted. Accordingly, if the method of calculating the Reference Index or a Successor Index is modified so that the level of such index is a fraction of what it would have been if it had not been modified (for example, due to a split in the index), then the Bank will adjust such index in order to arrive at a level of the Reference Index or such Successor Index as if it had not been modified (for example, as if such split had not occurred).

Fees

The Broker offering the CDs to you on behalf of the Bank will receive a placement fee from the Bank in connection with your purchase of a CD. Brokers offering the CDs may include affiliates of the Bank.

The issue price of the CDs will include the placement fees and structuring and development costs described in the applicable Terms Supplement and the estimated cost of hedging our obligations under the CDs. We expect to hedge our obligations under the CDs through affiliated or unaffiliated counterparties. Our cost of hedging will include the projected profit that such counterparty expects to realize in consideration for assuming the risks inherent in hedging our obligations under the CDs. Because hedging our obligations entails risk and may be influenced by market forces beyond our or our counterparty’s control, such hedging may result in a profit that is more or less than expected, or could result in a loss. If such counterparty is an affiliate of ours or a Broker, such counterparty will be required to represent to us that the hedge transaction has been priced in good faith, on an arm’s length, commercially reasonable basis, and in accordance with pricing methods, models and procedures used in the ordinary course of the counterparty’s business for pricing similar transactions.

The price you pay for a CD in the secondary market may include a mark-up established by the applicable market maker. Similarly, the price at which a CD may be sold, if a secondary market is available, will reflect a mark-down retained by the applicable broker. Except for such mark-ups and mark-downs and a handling fee for secondary market transactions, if any, disclosed on your trade confirmation, you will not be charged any commissions in connection with your purchase of a CD.

Evidence of the CDs

The CDs will be evidenced by one or more master certificates issued by the Bank, each representing a number of individual CDs. These master certificates are held by The Depository Trust Company (“DTC”), a sub-custodian which is in the business of performing such custodial services. No evidence of ownership, such as a passbook or a certificate, will be provided to you. Your Broker, as custodian, will keep records of the ownership of each CD and will provide you with a written confirmation of your purchase. You will also be provided with an account statement which will reflect your CD ownership. You should retain the trade confirmation and the account statement(s) for your records.

Because you will not be provided with a certificate evidencing your CD, the purchase of a CD is not recommended if you wish to take possession of a certificate.

Payments on the CDs will be remitted by the Bank to DTC when due. Upon receipt in full of such amounts by DTC, the Bank will be discharged from any further obligation with regard to such payments. Such payments will be credited through DTC’s procedures to participant firms and thereafter will be remitted to your Broker, so long as your Broker acts as your nominee, authorized representative, agent or custodian, and credited to your account with your Broker.

Each CD constitutes a direct obligation of the Bank and is not, either directly or indirectly, an obligation of your Broker. You will have the ability to enforce your rights in a CD against the Bank. No deposit relationship shall be deemed to exist prior to the receipt and acceptance of your funds by the Bank.

If you choose to remove your Broker as your agent with respect to your CDs, you may (i) transfer your CDs to another agent (provided that the agent is a member of DTC (most major brokerage firms are members; many banks and savings institutions are not)) or (ii) request that your ownership of the CDs be evidenced directly on the books of the Bank, subject to applicable law and its terms and conditions including those related to the manner of evidencing CD ownership. If you choose to remove your Broker as your agent, your Broker will have no further responsibility for crediting your account with payments made with respect to your CDs.

DEPOSIT INSURANCE

General

This section describes FDIC deposit insurance covering deposits, such as the CDs issued by the Bank. The FDIC deposit insurance laws and regulations, including the level of insurance coverage, are subject to change. The Bank cannot predict whether or not any future changes will occur and whether they will apply retroactively to the CDs.

The Deposit Amount of your CDs is insured by the FDIC, an independent agency of the U.S. Government. The FDIC standard maximum deposit insurance amount (the “MDIA”) of \$250,000 per depositor per insured bank is in effect through December 31, 2013. On January 1, 2014, the MDIA will return to \$100,000 per depositor per insured bank for all accounts except IRAs and certain other retirement accounts, which will remain at \$250,000 per depositor. The CDs are eligible for FDIC insurance up to \$250,000 for deposits held in the same ownership category (for example, individual accounts are insured separately from joint accounts, self-directed retirement accounts and/or revocable trust accounts). For purposes of calculating FDIC deposit insurance limits, the Deposit Amount of your CD will be combined with deposit balances held directly or indirectly by you with the Bank (including checking accounts, certificates of deposit and other deposits in your name or held through an intermediary, such as your broker in a sweep deposit program, or a fiduciary acting in an agency capacity) in the same ownership category. **The FDIC has taken the position that any Index Interest that has not yet been ascertained and become due, the amount of any Periodic Interest that has not yet been ascertained and become due and any secondary market premium paid by you above the Deposit Amount on the CDs is not insured by the FDIC.** Funds become eligible for deposit insurance immediately upon issuance of a CD. **You are responsible for monitoring the total amount of all direct or indirect deposits held by or for you with the Bank for purposes of determining the amounts eligible for coverage by FDIC insurance, including the Deposit Amount of your CDs.**

You can calculate your insurance coverage using the FDIC’s online Electronic Deposit Insurance Estimator at www2.fdic.gov/edie. The information on such website is not a part of this Disclosure Statement.

The application of FDIC insurance coverage limits for several of the more common account types is illustrated below. **Please consult with your attorney or tax advisor to fully understand all of the legal consequences associated with any account ownership change you may be considering to maximize your deposit insurance coverage.**

Individual Accounts. This type of account is in one person’s name only. The account balance is added together with other deposit account balances in the person’s name at the Bank and insured up to \$250,000. Another example of an individual account is the custodial account. In this account, the account is in the name of the custodian for benefit of a beneficiary. For example, a Uniform Gifts to Minors Act account is a type of custodial account. The account balance is added together with other deposits in the beneficiary’s individual name at the Bank and insured up to \$250,000. Note that funds in a deposit account held by a custodian (such as the CDs held in your account with your Broker) are not treated as owned by the custodian.

Joint Accounts. Joint accounts are in the name of two or more people and each person’s share is insured up to \$250,000 separately at the Bank. Joint accounts will be insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners.

Revocable Trust Accounts. Please refer to www.fdic.gov for a full explanation and examples of deposit coverage for revocable trusts as the following information is a general summary. A revocable trust account indicates an intention that the deposit will belong to one or more named beneficiaries upon the death of the owner(s). A revocable trust can be terminated at the discretion of the owner. There are two types of revocable trusts: informal revocable trusts — known as Payable on Death (POD) or “Totten Trusts” — and formal revocable trusts — known as “living” or “family” trusts (created for estate planning purposes pursuant to a written agreement). All deposits that an owner holds in both informal and formal revocable trusts are added together for insurance purposes and the insurance limit is applied to the combined total.

To qualify for revocable trust deposit insurance coverage, a revocable trust beneficiary must be an individual or a charity/non-profit entity recognized by the Internal Revenue Service (“Eligible Beneficiaries”). Revocable trust deposit insurance coverage is calculated at \$250,000 times the number of Eligible Beneficiaries up to \$1,250,000. If the owner(s) of a revocable trust account has six or more beneficiaries and wants to insure more than \$1,250,000, the deposit insurance coverage will be the greater of \$1,250,000 or the aggregate amount of all Eligible Beneficiaries’ proportional interest in the revocable trust, limited to \$250,000 per Eligible Beneficiary.

Self-Directed Retirement Accounts. These are deposits you have in retirement accounts for which you have the right to direct how the money is invested, including the ability to direct that the funds be deposited at an FDIC-insured bank. Types of self-directed retirement accounts include traditional and Roth Individual Retirement Accounts (IRAs), Simplified Employee Pension (SEP) IRAs, Savings Incentive Match Plans for Employees (SIMPLE) IRAs, “Section 457” deferred compensation plan accounts, self-directed Keogh plan accounts, and self-directed defined contribution plan accounts.

The owner’s funds held in an IRA will be aggregated with the owner’s other funds in certain other self-directed retirement plans held at the same financial institution and will be insured (including principal and interest that has been ascertained and become due) up to \$250,000. FDIC deposit insurance will remain at \$250,000 per owner for the retirement account ownership category after December 31, 2013.

Questions About FDIC Deposit Insurance Coverage

You can learn more about FDIC insurance by reading *Your Insured Deposits: FDIC’s Guide to Deposit Insurance Coverage*, which is available at www.fdic.gov.html. This brochure explains the federal insurance limitation for the various types of accounts you might own. You can also contact the FDIC, Division of Supervision and Consumer Protection, at Deposit Insurance Outreach, 550 17th Street N.W., Washington, D.C., 20429-9990. Their telephone number is (877) 275-3342 or (800) 925-4618 (TDD). The FDIC website has additional resources at www.fdic.gov.

Payments Under Adverse Circumstances

As with all deposits, if it becomes necessary for federal deposit insurance payments to be made on the CDs, there is no specific time period during which the FDIC must make insurance payments available. Accordingly, you should be prepared for the possibility of an indeterminate delay in obtaining insurance payments.

As explained above, the MDIA applies to the principal and any interest that has been ascertained and become due on all CDs and other deposit accounts maintained by you at the Bank in the same legal ownership category. The records maintained by the Bank and your Broker regarding ownership of CDs will be used to establish your eligibility for federal deposit insurance payments. In addition, you may be required to provide certain documentation to the FDIC and to your Broker before insurance payments are released to you. For example, if you hold CDs as trustee for the benefit of trust participants, you may also be required to furnish an affidavit to that effect; you may be required to furnish other affidavits and provide indemnities regarding an insurance payment.

In the event that insurance payments become necessary for your CDs, the FDIC is required to pay the original principal amount and interest that has been ascertained and become due subject to the MDIA. No interest will be earned on deposits from the time the Bank is closed until insurance payments are received.

As an alternative to a direct deposit insurance payment from the FDIC, the FDIC may transfer the insured deposits of an insolvent institution to a healthy institution. Subject to insurance verification requirements and the limits on deposit insurance coverage, the healthy institution may assume the CDs under the original terms or offer you a choice between paying the CD off and maintaining the deposit at a different rate. Your Broker will advise you of your options in the event of a deposit transfer.

Your Broker will not be obligated to you for amounts not covered by deposit insurance nor will your Broker be obligated to make any payments to you in satisfaction of a loss you might incur as a result of (i) a delay in insurance payouts applicable to your CD, (ii) your receipt of a decreased interest rate on an investment

replacing your CD as a result of the payment of the principal of your CD prior to its stated maturity, or (iii) payment in cash of the principal of your CD prior to its stated maturity in connection with the liquidation of the Bank or the assumption of all or a portion of its deposit liabilities. In connection with the latter, the amount of a payment on a CD which had been purchased at a premium in the secondary market is based on the original principal amount and not on any premium amount. Therefore, you can lose up to the full amount of the premium as a result of such a payment. Also, your Broker will not be obligated to credit your account with funds in advance of payments received from the FDIC.

THE REFERENCE INDEX

General

All information contained in this Disclosure Statement regarding the SGI WISE US Vol Target 8% (USD – Excess Return) Index (Bloomberg Ticker: SGIXWUVT <INDEX>) (the “Reference Index”) is derived from Société Générale and Standard & Poor’s (“S&P”), a division of the McGraw-Hill Companies, Inc., the index sponsor (in such capacity, the “Index Sponsor”). Such information reflects the policies of Société Générale and the Index Sponsor, and such policies are subject to change. The Bank does not assume any responsibility for the accuracy or completeness of such information. Neither Société Générale nor S&P is under any obligation to continue the Reference Index and may discontinue the Reference Index at any time. The consequences of Société Générale or S&P discontinuing the Reference Index will be described in the applicable Terms Supplement.

The Reference Index and its Components (as hereinafter defined and described) are based on a proprietary model developed by Société Générale, which systematically scores the stocks included in the S&P 500 Index (the “S&P 500 Index”) on a monthly basis according to twelve specific criteria (the “WISE Model”). Through the Underlying Index (as hereinafter described), the Reference Index follows a long/short, market-neutral investment strategy which tracks a deemed long position in the stocks that scored within the top 10% of the S&P 500 Index according to the WISE Model (in other words, a deemed investment which benefits from an appreciation in the value of those stocks) and a deemed short position in the stocks that scored within the bottom 10% of the S&P 500 Index according to the WISE Model (in other words, a deemed investment which benefits from a depreciation in the value of those stocks). As described in more detail below, the level of the Reference Index increases or decreases based on the performance of these deemed investments, the relationship between a specific target volatility and the volatility of the aggregate value of these deemed investments, and an index adjustment factor. In general, the market-neutral strategy of the Reference Index seeks to generate returns, irrespective of the performance of the U.S. equities market, through long positions in the top-scored stocks selected according to the WISE Model that, in the aggregate, are similarly weighted to short positions in the bottom-scored stocks selected according to the WISE Model, while at the same time stabilizing the potential returns by attempting to control the volatility of the Reference Index to an 8% volatility target. There can be no assurance that such strategy will be successful.

There is limited information about the Reference Index, its Components and the WISE Model that is publicly available. Although the closing levels of the Reference Index and its Components, as calculated by the Index Sponsor, are reported by Bloomberg L.P., none of Société Générale, Bloomberg L.P. or the Index Sponsor currently makes public any detailed information on the composition, method of calculation or rebalancing of the Reference Index and its Components, or any detailed information on the WISE Model. Any such information is only available through Société Générale. Information relating to the methodology of the Reference Index, its Components and the WISE Model is provided by Société Générale on its website at <http://www.info-sg-americas.com/SGI-WISE-US-Vol-Target-8percent-Index.html> (which website is not incorporated into this Disclosure Statement and is not part of this Disclosure Statement). The case-sensitive password needed to access such website is SGwise2009. You may obtain the password at any time from your Broker.

Overview

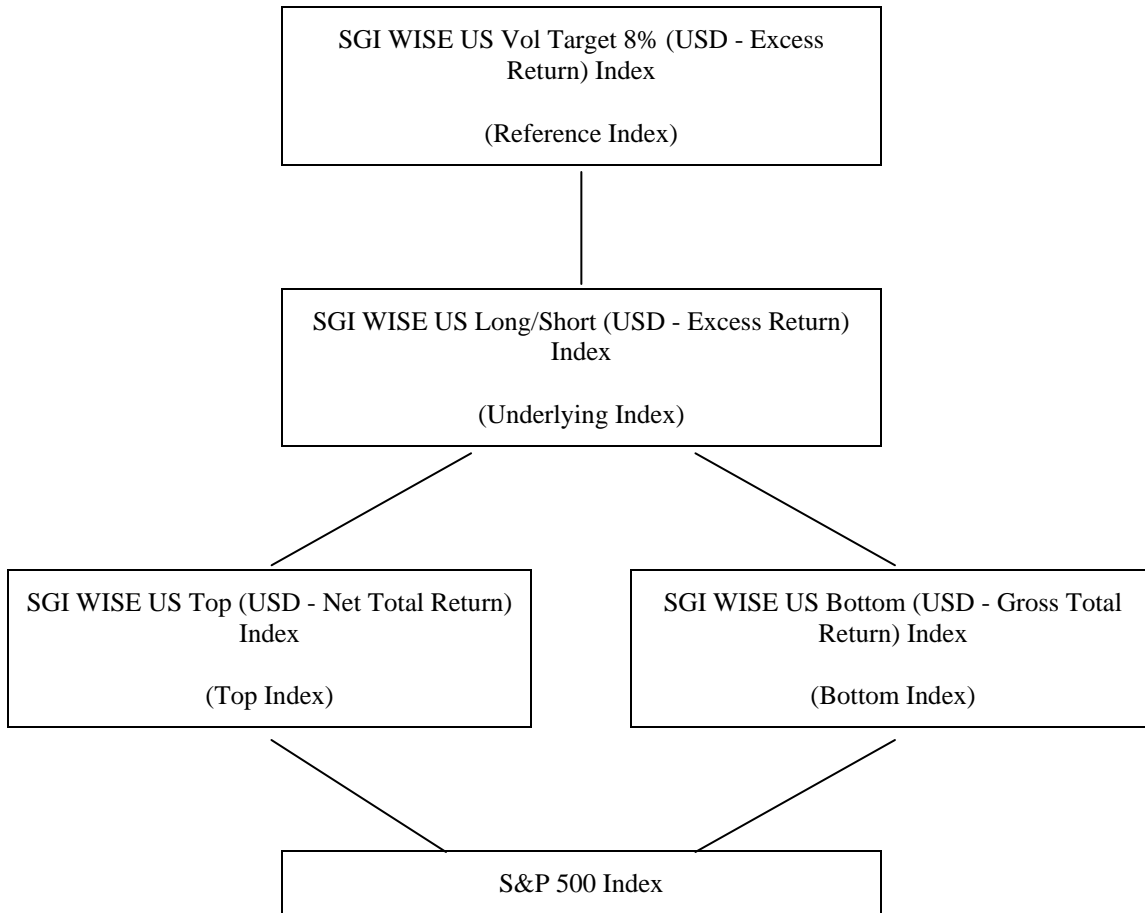
The performance of the Reference Index is based on the performance of the SGI WISE US Long/Short (USD - Excess Return) Index (Bloomberg Ticker: SGIXWULS <INDEX>) (the “Underlying Index”) and the Index Adjustment Factor (as defined and described below). The Underlying Index reflects a combination of long and short positions in certain of the stocks included in the S&P 500 Index by tracking the excess return of (i) the SGI WISE US Top (USD - Net Total Return) Index (Bloomberg Ticker: SGIXWUT <INDEX>) (the “Top Index”) over (ii) the SGI WISE US Bottom (USD – Gross Total Return) Index (Bloomberg Ticker: SGIXWUB <INDEX>) (the “Bottom Index”), as measured since the prior Underlying Index Rebalancing Date (as defined below). The long position taken by the Underlying Index is represented by the Top Index and the short position taken by the Underlying Index is represented by the Bottom Index. Underlying Index Rebalancing Dates are typically annual, but may occur more frequently under the circumstances described below. The Underlying Index, the Top Index and the Bottom Index are each “Components” of the Reference Index.

Stocks in the Top Index and the Bottom Index are selected according to the WISE Model, a proprietary model developed by Société Générale, which systematically scores the stocks included in the S&P 500 Index on a monthly basis according to twelve specific criteria relating to (i) valuation, (ii) price momentum, (iii) market short interest, (iv) return on equity, and (v) price and volatility (collectively, the “WISE Criteria” and each individually, a “WISE Criterion”). The Top Index generally consists of the S&P 500 stocks that scored in the top 10% according to the WISE Model over the previous twelve months and the Bottom Index generally consists of the S&P 500 stocks that scored in the bottom 10% according to the WISE Model over the previous six months.

The Reference Index is constructed such that the exposure of the Reference Index to the Underlying Index varies depending on the historical volatility of the Underlying Index. “Volatility” generally refers to the size and frequency of changes in the value of an asset. As described below, when the historical volatility of the Underlying Index increases, the deemed exposure of the Reference Index to the Underlying Index decreases (subject to a minimum of 0% of the level of the Reference Index), and when the volatility of the Underlying Index decreases, the deemed exposure of the Reference Index to the Underlying Index increases (subject to a maximum of 150% of the level of the Reference Index).

The Index Sponsor began publishing the Reference Index on October 1, 2008. The base level of the Reference Index was set at 100 as of that date. The Reference Index and each of its underlying Components (the Underlying Index, the Top Index and the Bottom Index) were developed by, and are the exclusive property of, Société Générale. Société Générale has contracted with the Index Sponsor to maintain and calculate the Reference Index and each of its Components. Although such maintenance and calculation is the sole responsibility of the Index Sponsor, Société Générale, as index agent (in such capacity, the “Index Agent”) is responsible for providing the Index Sponsor with the names of the stocks that will comprise the Top Index and Bottom Index. In addition, the Index Sponsor is required to consult with Société Générale in the event of certain disruptions or extraordinary events as described below.

Equity Composition of the Reference Index



Computation of the Closing Level of the Reference Index

The Index Sponsor calculates and publishes the closing level of the Reference Index (the “Closing Level”) on every Calculation Date at 6:30 p.m. (New York time) (the “Valuation Time”), subject to the occurrence or existence of an Index Disruption Event or other extraordinary event (as defined and described below). The Closing Level of the Reference Index for a Calculation Date will be equal to (i) the Closing Level of the Reference Index as of the previous Calculation Date multiplied by (ii) a number equal to (A)(x) the Exposure (as defined below) of the Reference Index as of the previous Calculation Date *multiplied by* (y) the closing level of the Underlying Index as of such Calculation Date *divided by* the closing level of the Underlying Index as of the previous Calculation Date *minus* (B) the Index Adjustment Factor (as defined below). A “Calculation Date” is any Scheduled Calculation Day for both the Underlying Index and the Basis Rate on which no Index Disruption Event or Basis Disruption Event (each as defined and described below) exists. A “Scheduled Calculation Day” is (a) in respect of the Underlying Index, any day on which (i) S&P, as sponsor of the Underlying Index (in such capacity, the “Underlying Index Sponsor”) is scheduled to publish the level of the Underlying Index and (ii) each Exchange and Related Exchange (each as defined below) for the Underlying Index are scheduled to be open for trading during their respective regular trading sessions and (b) in respect of the Basis Rate, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England.

As discussed above, the Closing Level of the Reference Index for each Calculation Date is based on the exposure of the Reference Index to the Underlying Index as of the previous Calculation Date. The exposure

of the Reference Index to the Underlying Index as of a Calculation Date (the “Exposure”) is equal to (expressed as a percentage):

- (i) the target volatility of 8% (the “Target Volatility”) *divided by*
- (ii) the greatest Historical Volatility measured in respect of each of the 10 Calculation Dates immediately preceding and including the second Calculation Date prior to such Calculation Date (the “Control Volatility”).

“Historical Volatility” as of any Calculation Date means the historical volatility of the Underlying Index determined over the 21 Calculation Dates immediately preceding and including such Calculation Date (the “Observation Period”), on an annualized basis. In order to determine the Historical Volatility, the Index Sponsor will observe the twenty changes in the level of the Underlying Index from one Calculation Date to the next Calculation Date during the Observation Period. As such, Historical Volatility is a measure of the size and frequency of the changes in the level of the Underlying Index over the Observation Period. The Exposure cannot be greater than 150% nor less than 0%.

If the Control Volatility as of a Calculation Date is greater than the Target Volatility, then the Exposure of the Reference Index to the Underlying Index will be less than 100%. Any percentage increase or decrease in the closing level of the Underlying Index will result in an increase or decrease in the Closing Level of the Reference Index by an amount equal to the Exposure percentage of such increase or decrease (subject to the Index Adjustment Factor). Therefore, if the Control Volatility as of a Calculation Date is greater than the Target Volatility, each 1% increase or decrease in the closing level of the Underlying Index will cause an increase or decrease in the Closing Level of the Reference Index that is less than 1% (subject to the Index Adjustment Factor).

If the Control Volatility as of a Calculation Date is equal to the Target Volatility, then the Exposure of the Reference Index to the Underlying Index will be 100%, and any percentage increase or decrease in the closing level of the Underlying Index will have a corresponding percentage increase or decrease in the Closing Level of the Reference Index (subject to the Index Adjustment Factor). Therefore, if the Control Volatility as of a Calculation Date is equal to the Target Volatility, each 1% increase or decrease in the Underlying Index level will cause a 1% increase or decrease in the Closing Level of the Reference Index (subject to the Index Adjustment Factor).

If the Control Volatility as of a Calculation Date is less than the Target Volatility, then the Exposure of the Reference Index to the Underlying Index will be greater than 100% (subject to a maximum Exposure of 150%). Any percentage increase or decrease in the closing level of the Underlying Index will result in an increase or decrease in the Closing Level of the Reference Index by an amount equal to the Exposure percentage of such increase or decrease (subject to the Index Adjustment Factor). Therefore, if the Control Volatility of the Underlying Index as of a Calculation Date is less than the Target Volatility, each 1% increase or decrease in the Underlying Index level will cause an increase or decrease in the Closing Level of the Reference Index that is more than 1% (subject to the Index Adjustment Factor).

Index Adjustment Factor

On each Calculation Date, the Closing Level of the Reference Index will reflect the Index Adjustment Factor applicable to such Calculation Date. The “Index Adjustment Factor” for any Calculation Date will equal the product of (i) the Exposure as of the previous Calculation Date, (ii) the Basis Rate as of the previous Calculation Date and (iii) the number of calendar days from and excluding the previous Calculation Date to and including such Calculation Date divided by 360. The “Basis Rate” is equal to the percentage rate of the USD Basis Swap Fed Fund vs. 3-month LIBOR (Bloomberg ticker: USBGC <Currency>). This rate is equal to 3-Month USD LIBOR less the Effective Fed Funds Rate. If the Basis Rate is positive, it will lower the Closing Level of the Reference Index. Conversely, if the Basis Rate is negative, it will increase the Closing Level of the Reference Index. In general, the Index Adjustment Factor and the Basis Rate reflect the net cost of taking offsetting long and short positions in stocks, whereby LIBOR represents the cost of borrowing money to facilitate taking a long position and the Effective Fed Funds Rate represents the return that may be generated as a result of taking a short position. If the

cost of borrowing is greater than the potential returns, the Basis Rate will be positive and thus lower the Closing Level of the Reference Index.

The Underlying Index

The Underlying Index reflects a combination of long and short positions in a selection of S&P 500 Index stocks, as measured by tracking the performance of the Top Index minus the Bottom Index, since the previous Underlying Index Rebalancing Date. The closing level of the Underlying Index will be calculated and published by the Index Sponsor on every Underlying Index Scheduled Calculation Date at 5:15 p.m. (New York time), subject to the occurrence or existence of an Index Disruption Event or other extraordinary events discussed below. An “Underlying Index Scheduled Calculation Date” is any day other than a Saturday or Sunday on which the Top Index and Bottom Index are scheduled to be computed and published. The closing level of the Underlying Index as of each Underlying Index Scheduled Calculation Date will be determined based on the performance of the Top Index and the Bottom Index measured as of such Underlying Index Scheduled Calculation Date relative to the closing level of the Top Index and the Bottom Index, respectively, as of the prior Underlying Index Rebalancing Date. “Underlying Index Rebalancing Dates” occur annually on the fourth Underlying Index Scheduled Calculation Date of February and on the fourth Underlying Index Scheduled Calculation Date of any month if, on the first Underlying Index Scheduled Calculation Date of such month, the ratio of (i) the closing level of the Top Index on such Underlying Index Scheduled Calculation Date divided by the closing level of the Top Index on the previous Underlying Index Rebalancing Date *divided by* (ii) the closing level of the Bottom Index on such Underlying Index Scheduled Calculation Date divided by the closing level of the Bottom Index on the previous Underlying Index Rebalancing Date exceeds 1.5 or is less than 0.5. On each Underlying Index Rebalancing Date, the Index Sponsor will rebalance the Underlying Index so that the exposure of the Underlying Index to the Top Index and the Bottom Index is equal as of such Underlying Index Rebalancing Date.

Expressed as a formula, the closing level of the Underlying Index as of each Underlying Index Scheduled Calculation Date will equal (i) the level of the Underlying Index as of the previous Underlying Index Rebalancing Date *multiplied by* (ii) the sum of (A) 1 and (B) (x) the closing level of the Top Index as of such Underlying Index Scheduled Calculation Date divided by the closing level of the Top Index as of the previous Underlying Index Rebalancing Date *minus* (y) the closing level of the Bottom Index as of such Underlying Index Scheduled Calculation Date divided by the closing level of the Bottom Index as of the previous Underlying Index Rebalancing Date.

The Index Sponsor began publishing the Underlying Index on March 31, 2008. The base level of the Underlying Index was set at 1,000 as of February 6, 2008.

The Top Index

The Top Index tracks the performance of 12 portfolios (each, a “Top Portfolio”) consisting of shares of companies chosen for inclusion in a Top Portfolio according to the WISE Model from the companies included in the S&P 500 Index. Only common shares of a company are considered for inclusion in a Top Portfolio. The Top Index is a “net total return” index, meaning the value of dividends (excluding special dividends) paid on those stocks included in the Top Index will be added to the level of the Top Index, less an assumed withholding tax on such dividends. Each month, the Index Agent reviews and reconstructs a different Top Portfolio, the components of which will remain in place for the following twelve months, subject to certain adjustments. The Index Agent will reconstruct the Top Portfolio under review according to the WISE Model, which ranks each of the stocks included in the S&P 500 Index according to the WISE Criteria. A new Top Portfolio will generally consist of those stocks included in the S&P 500 Index ranked in the top 10% according to the WISE Criteria in the relevant month. Following each monthly review, the Top Index will be composed of the stocks included in the twelve previous Top Portfolios (the “Top Aggregate Portfolio”), where the respective weight of each stock is proportional to the number of times such stock has been included in such twelve Top Portfolios.

The Index Sponsor began publishing the Top Index on February 1, 2008. The base level of the Top Index was set at 1,000 as of such date.

Determining the Closing Level of the Top Index

The closing level of the Top Index for any Top Index Calculation Date (as defined below) is determined by the Index Sponsor in two steps. First, a “price return” level is determined for the Top Index based solely on the prices of each of the shares comprising the Top Index (each, a “Top Index Component”), excluding any dividends payable on such shares. The “price return” level is equal to a fraction, the numerator of which is the sum of the products, for each Top Index Component, of (i) the closing price of such Top Index Component on such Top Index Calculation Date, as published by its exchange and expressed in US Dollars, and (ii) the number of shares of such Top Index Component included in the Top Index as of such Top Index Calculation Date, and the denominator of which is the Top Index Divisor as of such Top Index Calculation Date. The “Top Index Divisor” is a divisor used to maintain continuity of the Top Index and is adjusted upon the occurrence of certain corporate actions.

Second, the closing level of the Top Index is determined assuming the reinvestment of Ordinary Dividends net of a Tax Rate. The closing level of the Top Index is therefore equal to (i) the closing level of the Top Index on the previous Top Index Calculation Date *multiplied by* (ii) (A) the sum of (x) the “price return” level on such Top Index Calculation Date and (y) a number representing the sum of the Ordinary Dividends payable on each Top Index Component (net of the Tax Rate) divided by the Top Index Divisor, *divided by* (B) the “price return” level on the previous Top Index Calculation Date. An “Ordinary Dividend” is any cash distribution paid by a company with respect to a share that is not a Special Dividend, and is included in the Top Index or the Bottom Index, as the case may be, on the first day on which such share trades without the right to receive such dividend. A “Special Dividend” is any cash distribution paid by a company with respect to a share that (i) is paid from such company’s non-operating income, (ii) is a return by the company of capital to holders of the relevant shares, or (iii) is greater than 10% of the closing price of such share, as reported by its exchange on the fifth Top Index Calculation Date or, in the case of determining the closing level of the Bottom Index, the fifth Bottom Index Calculation Date, before the relevant ex-dividend date, in each case, as determined by the Index Sponsor. “Tax Rate” means, for any Top Index Component, the tax rate applied to non-U.S. institutions investing in such Top Index Component that do not benefit from double taxation treaties. This rate approximates the returns available to an investor based in Luxembourg, reflecting the minimum possible dividend reinvestment since the highest rates are theoretically applied to Luxembourg-based investors. The rates applied are the current effective withholding tax rates and are sourced from Ernst & Young’s Worldwide Corporate Tax Guide and the Economic Intelligence Unit. These rates are maintained and updated by the Index Sponsor to reflect any ongoing changes. A “Top Index Calculation Date” means any day on which the level of the S&P 500 Index is calculated and published.

For purposes of calculating the closing level of the Top Index, the number of shares of a Top Index Component is calculated on the Top Index Review Date (as defined below) and implemented on the immediately following Top Index Rebalancing Date (as defined below) according to a fraction, the numerator of which is the product of (i) a constant determined by the Index Sponsor, and (ii) the number of times such Top Index Component is included in one of the latest 12 Top Portfolios as of such Top Index Rebalancing Date, and the denominator of which is the closing price for such Top Index Component as published by its exchange and expressed in US Dollars on the Top Index Review Date. A stock’s exchange, for purposes of the Top Index and Bottom Index, is the exchange or quotation system on which such stock has its primary listing, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the stock has temporarily relocated (provided that the Index Agent has determined that there is comparable liquidity relative to such stock on such temporary substitute exchange or quotation system as on the original exchange for such stock). The number of shares for any Top Index Component and the Top Index Divisor are subject to adjustment upon the occurrence of certain corporate actions (including, but not limited to, cash dividends, all-cash tender offers, spin-offs, stock dividends, rights issues, stock splits, share consolidations, equity tender offers, delistings, and liquidations). In the case of any corporate events not listed above, or in the case of any ambiguity, the Index Sponsor will endeavor to adjust the Top Index in a manner substantively similar to the corresponding adjustment it makes to the S&P 500 Index.

Determining each Top Portfolio

To qualify for inclusion in a Top Portfolio, a stock must be included in the S&P 500 Index as of the relevant Top Index Review Date. A “Top Index Review Date” is the first Top Index Calculation Date of each

month. If a stock is removed from the S&P 500 Index, such stock will be removed from the Top Index on the same date as it is removed from the S&P 500 Index. On each Top Index Review Date, the applicable Top Portfolio is reviewed in accordance with the WISE Model as follows:

- First, the Index Agent ranks each stock included in the S&P 500 Index from 1 to 500 according to each of the twelve individual WISE Criteria.
- Second, for each WISE Criterion, each stock included in the S&P 500 Index is given a score from 1 to 10 based on the ranking determined in step 1. The top 10%-scored stocks are given a score of “10” (rounding up in the case of ties), the second 10%-scored stocks are given a score of “9”, and so on.
- Third, each stock included in the S&P 500 Index is given an aggregate score equal to the arithmetic average of the twelve scores determined for such component according to step 2. If the Index Agent is unable to determine a score for a stock included in the S&P 500 Index with respect to a particular WISE Criterion (as discussed under “- The WISE Model” below), the Index Agent will exclude such WISE Criterion from the review process (only with respect to such stock) and such stock will be given an aggregate score based on the arithmetic average of the scores that were determined for such stock according to step 2.
- Fourth, the Index Agent determines the components of the applicable Top Portfolio by (a) selecting the stocks with the top 10% aggregate scores determined according to step 3, and (b) removing any stocks which exhibit an aggregated average daily trading volume below USD \$1,000,000 or equivalent over the last thirty Top Index Calculation Dates as of the relevant Top Index Review Date, as reported by each stock’s exchange.

Determination of the Top Aggregate Portfolio

On each Top Index Review Date, following its determination of the components of a Top Portfolio, the Index Agent determines the Top Aggregate Portfolio of the Top Index by aggregating the latest 12 Top Portfolios in accordance with the following rules:

- a stock is a Top Index Component only if such stock is included in at least one of the previous twelve Top Portfolios, up to and including the new Top Portfolio determined on such Top Index Review Date; and
- the new Top Aggregate Portfolio is implemented after the close of the fourth Top Index Calculation Date immediately following a Top Index Review Date (the “Top Index Rebalancing Date”) for that month and effective until and including the next following Top Index Rebalancing Date.

Exceptional Events relating to the Top Index

If the exchange for any Top Index Component suspends trading for such Top Index Component, and no suitable successor exchange can be determined by the Index Sponsor in consultation with the Index Agent, the official closing price for such Top Index Component on the most recent Top Index Calculation Date on which trading was not suspended by such exchange will be used for each Top Index Calculation Date on which trading is so suspended. If such suspension occurs for ten successive Top Index Calculation Dates, such Top Index Component will be removed from the Top Index on the eleventh Top Index Calculation Date on which trading on such Top Index Component was suspended.

In the event of certain extraordinary corporate transactions involving a Top Index Component in which such Top Index Component is not the surviving corporation, such Top Index Component will be removed from the Top Index and replaced by the surviving corporation if such surviving corporation is included in the S&P 500. Such surviving corporation may not otherwise qualify for inclusion within the Top Index according to the WISE Model and will remain within the Top Index until removed in accordance with the Top Index rebalancing process.

The Bottom Index

The Bottom Index tracks the performance of 6 portfolios (each, a “Bottom Portfolio”) consisting of shares of companies chosen for inclusion in a Bottom Portfolio according to the WISE Model from companies included in the S&P 500 Index. Only common shares of a company are considered for inclusion in a Bottom Portfolio. The Bottom Index is a “gross total return” index, meaning that the value of dividends (excluding Special Dividends) paid on the stocks included in the Bottom Index will be added to the level of the Bottom Index without any reduction for any assumed withholding tax on such dividends. Each month the Index Agent reviews and reconstructs a different Bottom Portfolio, the components of which will remain in place for the following six months, subject to certain adjustments. The Index Agent will reconstruct the Bottom Portfolio under review according to the WISE Model. The new Bottom Portfolio will generally consist of those stocks included in the S&P 500 Index ranked in the bottom 10% according to the WISE Criteria in the relevant month. Following each monthly review, the Bottom Index will be composed of the stocks included in the six previous Bottom Portfolios (the “Bottom Aggregate Portfolio”), where the respective weight of each stock is proportional to the number of times such stock has been included in such six Bottom Portfolios.

The Index Sponsor began publishing the Bottom Index on February 1, 2008. The base level of the Bottom Index was set at 1,000 as of such date.

Determining the Closing Level of the Bottom Index

The closing level of the Bottom Index for any Bottom Index Calculation Date (as defined below) is determined by the Index Sponsor in two steps. First, a “price return” level is determined for the Bottom Index based solely on the prices of each of the shares comprising the Bottom Index (each a “Bottom Index Component”), excluding any dividends payable on such shares. The “price return” level is equal to a fraction, the numerator of which is the sum of the products, for each Bottom Index Component, of (i) the closing price of such Bottom Index Component on such Bottom Index Calculation Date, as published by its exchange and expressed in US Dollars, and (ii) the number of shares of such Bottom Index Component included in the Bottom Index as of such Bottom Index Calculation Date, and the denominator of which is the Bottom Index Divisor as of such Bottom Index Calculation Date. The “Bottom Index Divisor” is a divisor used to maintain continuity of the Bottom Index.

Second, the closing level of the Bottom Index is determined assuming the reinvestment of Ordinary Dividends, without deduction for any assumed withholding tax. The closing level of the Bottom Index is therefore equal to (i) the closing level of the Bottom Index on the previous Bottom Index Calculation Date *multiplied by* (ii) (A) the sum of (x) the “price return” level on such Bottom Index Calculation Date and (y) a number representing the sum of the Ordinary Dividends payable on each Bottom Index Component, *divided by* (B) the “price return” level on the previous Bottom Index Calculation Date. A “Bottom Index Calculation Date” means any day on which the level of the S&P 500 Index is calculated and published.

For purposes of calculating the closing level of the Bottom Index, the number of shares of a Bottom Index Component is calculated on the Bottom Index Review Date (as defined below) and implemented on the immediately following Bottom Index Rebalancing Date (as defined below) according a fraction, the numerator of which is the product of (i) a constant determined by the Index Sponsor, and (ii) the number of times such Bottom Index Component is included in one of the latest 6 Bottom Portfolios as of such Bottom Index Rebalancing Date, and the denominator of which is the closing price for such Bottom Index Component as published by its exchange and expressed in US Dollars on the Bottom Index Review Date. The number of shares for any Bottom Index Component and the Bottom Index Divisor may change upon the occurrence of certain corporate actions (including, but not limited to, cash dividends, all-cash tender offers, spin-offs, stock dividends, rights issues, stock splits, share consolidations, equity tender offers, delistings, and liquidations). In the case of any corporate events not listed above, or in the case of any ambiguity, the Index Sponsor will endeavor to adjust the Bottom Index in a manner substantively similar to the corresponding adjustment it makes to the S&P 500 Index.

Determining each Bottom Portfolio

To qualify for inclusion in a Bottom Portfolio, a stock must be included in the S&P 500 Index as of the relevant Bottom Index Review Date. A “Bottom Index Review Date” is the first Bottom Index Calculation

Date of each month. If a stock is removed from the S&P 500 Index, such stock will be removed from the Bottom Index on the same date as it is removed from the S&P 500 Index.

On each Bottom Index Review Date, the applicable Bottom Portfolio is reviewed in accordance with the WISE Model as follows:

- First, the Index Agent ranks each stock included in the S&P 500 Index from 1 to 500 according to each individual WISE Criterion.
- Second, for each WISE Criterion, each stock included in the S&P 500 Index is given a score from 1 to 10 based on the ranking determined in step 1. The top 10%-scored stocks are given a score of “10” (rounding up in the case of ties), the second 10%-scored stocks are given a score of “9”, and so on.
- Third, each stock included in the S&P 500 Index is given an aggregate score equal to the arithmetic average of the twelve scores determined for such stock according to step 2. If the Index Agent is unable to determine a score for a stock included in the S&P 500 Index with respect to a particular WISE Criterion (as discussed under “- The WISE Model” below), the Index Agent will exclude such WISE Criterion from the review process (only with respect to such stock) and such stock will be given an aggregate score based on the arithmetic average of the scores that were determined for such stock according to step 2.
- Fourth, the Index Agent determines the components of the applicable Bottom Portfolio by (a) selecting the stocks with the bottom 10% aggregate scores determined according to step 3, (b) removing any stocks which (i) exhibit an aggregated average daily trading volume below USD \$1,000,000 or equivalent over the last thirty Bottom Index Calculation Dates as of the relevant Bottom Index Review Date, as reported by each stock’s exchange and (ii) have a borrowing cost above 2.0% per annum, as determined by the Index Agent on the relevant Bottom Index Review Date on the basis of quotations supplied by one or several independent dealers in derivatives, and (c) removing individual stocks, beginning with those with the highest borrowing costs until the average borrowing cost of the resulting Bottom Portfolio is below 0.5% per annum. References to “borrowing costs” herein refer to the cost of borrowing shares of stock in order to execute a short position in such shares of stock.

Determination of the Bottom Aggregate Portfolio

On each Bottom Index Review Date, following its determination of the components of a Bottom Portfolio, the Index Agent determines the Bottom Aggregate Portfolio of the Bottom Index by aggregating the latest 6 Bottom Portfolios in accordance with the following rules:

- a stock is a Bottom Index Component only if such stock is included in at least one of the previous six Bottom Portfolios, up to and including the new Bottom Portfolio determined on such Bottom Index Review Date; and
- the new Bottom Aggregate Portfolio is implemented after the close of the fourth Bottom Index Calculation Date immediately following a Bottom Index Review Date (the “Bottom Index Rebalancing Date”) for that month and effective until and including the next following Bottom Index Rebalancing Date.

Exceptional Events relating to the Bottom Index

If the exchange for any Bottom Index Component suspends trading for such Bottom Index Component, and no suitable successor exchange can be determined by the Index Sponsor in consultation with the Index Agent, the official closing price for such Bottom Index Component on the most recent Bottom Index Calculation Date on which trading was not suspended by such exchange will be used for each Bottom Index Calculation Date on which trading is so suspended. If such suspension occurs for ten successive Bottom Index Calculation Dates, such Bottom Index Component will be removed from the Bottom Index on the eleventh Bottom Index Calculation Date on which trading on such Bottom Index Component was suspended.

In the event of certain extraordinary corporate transactions involving a Bottom Index Component in which such Bottom Index Component is not the surviving corporation, such Bottom Index Component will be removed from the Bottom Index and replaced by the surviving corporation if such surviving corporation is included in the S&P 500. Such surviving corporation may not otherwise qualify for inclusion within the Bottom Index according to the WISE Model and will remain within the Bottom Index until removed in accordance with the Bottom Index rebalancing process.

The WISE Model

The components of the Top Index and Bottom Index are selected according to the WISE Model, a proprietary model developed by Société Générale, which systematically scores the stocks included in the S&P 500 Index on a monthly basis according to twelve specific criteria relating to (i) valuation, (ii) price momentum, (iii) market short interest, (iv) return on equity, and (v) price and volatility. The Index Agent determines scores for each stock included in the S&P 500 Index based on certain information taken as of the last Top Index Calculation Date or last Bottom Index Calculation Date, respectively, of the month preceding the relevant Top Index Review Date or Bottom Index Review Date (each, a “Stock Selection Date”) according to each of the twelve WISE Criteria.

If the Index Agent is unable to make a determination for any stock included in the S&P 500 Index in respect of any WISE Criterion, the determination last in effect with respect to such stock and such WISE Criterion shall be used for purposes of determining each Top Portfolio and Bottom Portfolio. However, if the Index Agent determines that there is insufficient publicly available information since and including the previous Top Index Review Date or the previous Bottom Index Review Date, respectively, to make a determination with respect to any of the WISE Criteria below, the Index Agent will exclude such WISE Criterion from the review process (only with respect to the affected stock).

Valuation Criteria

The valuation criteria used in the WISE Model (collectively, the “Valuation Criteria” and each individually, a “Valuation Criterion”) are the following four ratios: the Earnings/Price Ratio, the Book/Price Ratio, the Sales/Price Ratio and the Cash Flow/Price Ratio. Each of the four ratios is calculated by the Index Agent for each of the stocks included in the S&P 500 Index as of the relevant Stock Selection Date. Rankings are assigned for each Valuation Criterion in order of the value of the ratio, with the ranking of “1” assigned to the stock with the highest value.

For purposes of the Valuation Criteria calculations, the Index Agent uses Institutional Broker’s Estimate System (“IBES”) estimates and the Industry Classification Benchmark (“ICB”). IBES estimates are derived from data feeds provided by financial institutions that are in the business of providing equity-related research. IBES is a product of Thomson Reuters. The Index Agent has derived all information relating to IBES, including, without limitation, its make-up and method of calculation, from Thomson Reuters. The Index Agent makes no representation or warranty as to the accuracy or completeness of such information. Thomson Reuters is under no obligation to continue to publish, and may discontinue or suspend the publication of IBES at any time. IBES data are available via subscription on a number of data vendors or database integrators including Datastream (which is owned by Thomson Reuters) and third parties such as FactSet. In the event that IBES (or its successor or assigns) fails to publish any or all of the necessary data, the Index Agent will select, in its reasonable discretion, another data provider of international standing to provide such missing data, as required, and, if the Index Agent determines that no such data provider is available, the Index Agent will make any necessary calculations in its sole reasonable discretion, using a computation methodology that it determines will as closely as reasonably possible replicate the methodology that had been used by IBES. ICB is maintained and published by Dow Jones Indexes and the FTSE Group. In the event the ICB is not available for any stock, the Index Agent will select, in its reasonable discretion, another internationally recognized sector classification benchmark provider to provide any missing data for such stock, as required, and, if the Index Agent determines that no such sector classification benchmark provider is available, the Index Agent will make any necessary calculations in its sole reasonable discretion, using a computation methodology that it determines will as closely as reasonably possible replicate the methodology that had been used by the ICB. As used below, “FY1” refers to the current fiscal year. “Share Price” means, as of any date of determination, the official closing price in US Dollars of the relevant stock on its exchange.

The Valuation Criteria are calculated as follows:

- The “Earnings/Price Ratio” for any stock is equal to (A) the quotient of (i) the IBES FY1 Median Earnings Per Share estimate for the stock as of the relevant Stock Selection Date and (ii) the Share Price for the stock on the relevant Stock Selection Date minus (B) the quotient of (x) the sum of the IBES FY1 Median Earnings Per Share estimates for each of the stocks in the same ICB as the relevant stock as of the relevant Stock Selection Date and (y) the sum of the Share Prices for each of the stocks in the same ICB as the relevant stock on the relevant Stock Selection Date.
- The “Book/Price Ratio” for any stock is equal to (A) the quotient of (i) the IBES FY1 Median Book Value Per Share estimate for the stock as of the relevant Stock Selection Date and (ii) the Share Price for the stock on the relevant Stock Selection Date minus (B) the quotient of (x) the sum of the IBES FY1 Median Book Value Per Share estimates for each of the stocks in the same ICB as the relevant stock as of the relevant Stock Selection Date and (y) the sum of the Share Prices for each of the stocks in the same ICB as the relevant stock on the relevant Stock Selection Date.
- The “Sales/Price Ratio” for any stock is equal to (A) the quotient of (i) the IBES FY1 Median Sales Per Share estimate for the stock as of the relevant Stock Selection Date and (ii) the Share Price for the stock on the relevant Stock Selection Date minus (B) the quotient of (x) the sum of the IBES FY1 Median Sales Per Share estimates for each of the stocks in the same ICB as the relevant stock as of the relevant Stock Selection Date and (y) the sum of the Share Prices for each of the stocks in the same ICB as the relevant stock on the relevant Stock Selection Date.
- The “Cash Flow/Price Ratio” for any stock is equal to (A) the quotient of (i) the IBES FY1 Median Cash Flow Per Share estimate for the stock as of the Stock Selection Date and (ii) the Share Price for the stock on the relevant Stock Selection Date minus (B) the quotient of (x) the sum of the IBES FY1 Median Cash Flow Per Share estimates for each of the stocks in the same ICB as the relevant stock as of the Stock Selection Date and (y) the sum of the Share Prices for each of the stocks in the same ICB as the relevant stock on the relevant Stock Selection Date.

For the avoidance of doubt, references in the calculations above to “stocks in the same ICB as the relevant stock” are not limited to stocks in the S&P 500 Index.

Price Momentum Criteria

The price momentum criteria used in the WISE Model (collectively, the “Price Momentum Criteria” and each individually, a “Price Momentum Criterion”) are the following two ratios: the Six Month Return and the Twelve Month Return. Each of the two ratios is calculated by the Index Agent for each stock included in the S&P 500 Index as of the relevant Stock Selection Date. Rankings are assigned for each Price Momentum Criterion in order of the value of the ratio, with the ranking of “1” assigned to the stock with the highest value.

The Price Momentum Criteria are calculated as follows:

- The “Six Month Return” for any stock is equal to (A) the Share Price for such stock on the relevant Stock Selection Date divided by (B) the Share Price for such stock as of the last Top Index Calculation Date or the last Bottom Index Calculation Date, as the case may be, of the sixth month prior to such Stock Selection Date as adjusted by the Index Agent for certain corporate actions (including, but not limited to, cash dividends, all-cash tender offers, spin-offs, stock dividends, rights issues, stock splits, share consolidations, equity tender offers, delistings, and liquidations).
- The “Twelve Month Return” is equal to (A) the Share Price for such stock on the relevant Stock Selection Date divided by (B) the Share Price for such stock as of the last Top Index Calculation Date or the last Bottom Index Calculation Date, as the case may be, of the twelfth month prior to such Stock Selection Date as adjusted by the Index Agent for certain corporate actions (including, but not limited

to, cash dividends, all-cash tender offers, spin-offs, stock dividends, rights issues, stock splits, share consolidations, equity tender offers, delistings, and liquidations).

Market Short Interest Criteria

The market short interest criteria used in the WISE Model (collectively, the “Market Short Interest Criteria” and each individually, a “Market Short Interest Criterion”) are the following two ratios: the Short Interest Percentage and the Short Interest Change. Each of the two ratios is calculated by the Index Agent for each stock included in the S&P 500 Index as of the relevant Stock Selection Date. Rankings are assigned for each Market Short Interest Criterion in order of the value of the ratio, with the ranking of “1” assigned to the stock with the lowest value.

The Market Short Interest Criteria are calculated as follows:

- The “Short Interest Percentage” for any stock is equal to (A) the total number of shares of the relevant stock that have been sold short and have not been repurchased to settle outstanding short positions in the market (the “Short Interest”) as most recently reported by the stock’s exchange as of such Stock Selection Date divided by (B) the total number of shares of such stock outstanding as most recently reported by the stock’s exchange as of such Stock Selection Date.
- The “Short Interest Change” for any stock is equal to (A) the Short Interest for the stock most recently reported by the stock’s exchange as of such Stock Selection Date divided by (B) the arithmetic average of the Short Interests for the stock as of the last Top Index Calculation Date or the last Bottom Index Calculation Date, as the case may be, of each of the five months from and including the sixth previous month.

Return on Equity Criteria

The return on equity criteria used in the WISE Model (collectively, the “Return on Equity Criteria” and each individually, a “Return on Equity Criterion”) are the following two ratios: the Return on Equity and the Return on Equity Change. Each of the two ratios is calculated by the Index Agent for each stock included in the S&P 500 Index as of the relevant Stock Selection Date. Rankings are assigned for each Return on Equity Criterion in order of the value of the ratio, with the ranking of “1” assigned to the stock with the highest value.

The Return on Equity Criteria are calculated as follows:

- The “Return on Equity” for any stock is equal to (A) the quotient of (x) the difference between (i) the net income of the relevant company for the twelve-month period ending on the last date of the most recent quarter for which Financial Statements are publicly available and (ii) the aggregate cash amount of preferred dividends paid during such twelve-month period by the relevant company, each as reported in the most recent Financial Statements and (y) the average of (i) the total common equity for the relevant company as of the most recent quarter-end reported in the most recent Financial Statements, and (ii) the total common equity for the company as of the quarter-end 12 months immediately preceding such most recent quarter-end reported in the most recent Financial Statements (the ratio determined pursuant to this clause (A), the “ROE Ratio”) minus (B) the average of the ROE Ratios for each of the stocks in the same ICB as the relevant stock. As used herein, “Financial Statements” means for any company the financial statements set forth in the Form 10-K or Form 10-Q, as the case may be, filed by such company with the Securities Exchange Commission. For purposes of this calculation, “total common equity” for a company will equal the sum of (1) its share capital, (2) any additional paid-in capital and (3) its retained earnings, each as reported in the relevant Financial Statements.
- The “Return on Equity Change” for any stock is equal to (A) the ROE Ratio for the stock divided by (B) the ROE Ratio for the stock as of the third immediately preceding Top Index Review Date or Bottom Index Review Date, as the case may be.

Price and Volatility Criteria

The price and volatility criteria used in the WISE Model (collectively, the “Price and Volatility Criteria” and each individually, a “Price and Volatility Criterion”) are the following: the Alpha 1 price and the Alpha 2 level. Each of the two determinations is made by the Index Agent for each stock as of the relevant Stock Selection Date. Rankings are assigned for each Price and Volatility Criterion in order of the value of the price or level, with the ranking of “1” assigned to the stocks with the lowest value.

The Price and Volatility Criteria are calculated as follows:

- The “Alpha 1 price” for any stock is equal to the Share Price on the relevant Stock Selection Date.
- The “Alpha 2 level” for any stock is an amount in US Dollars equal to the absolute value of the difference between (A) the highest Weekly Low Price for such stock for each calendar week during the preceding twelve-week period (whose last full calendar week ends on or immediately preceding the relevant Stock Selection Date) and (B) the lowest Weekly Low Price for such stock for each calendar week during the preceding twelve-week period (whose last full calendar week ends on or immediately preceding the relevant Stock Selection Date). “Weekly Low Price” refers to the lowest intra-day trading price for a stock, as reported by its Exchange, for a given calendar week.

Discontinuation or Modification of the S&P 500 Index

If, as of any Stock Selection Date, the S&P 500 Index is (i) not calculated and announced by S&P but is calculated and announced by a successor sponsor acceptable to the Index Agent or (ii) replaced by a successor index using, in the determination of the Index Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the S&P 500 Index, then in each case that index will replace the S&P 500 Index for purposes of determining the universe of stocks that may be included in the Top Index and Bottom Index.

If, on or prior to a Valuation Date, S&P (i) announces that it will make a material change in the formula for, or the method of, calculating the S&P 500 Index or in any other way materially modifies the S&P 500 Index (other than a modification prescribed in that formula or method to maintain the S&P 500 Index in the event of changes in constituent stock and capitalization and other routine events) or (ii) permanently cancels the S&P 500 Index and no successor exists, in any case as determined by the Index Agent, then the universe of stocks to be ranked according to the WISE Model will include the 500 largest publicly-traded U.S. companies, as measured according to their level of free-float market capitalization as most recently published by their respective exchange as of the relevant Stock Selection Date.

Index Disruption Events

An “Index Disruption Event” means, in respect of the Underlying Index, the occurrence or existence of an Exchange Disruption, a Trading Disruption or an Early Closure and, in respect of the Basis Rate, a Basis Disruption Event, which in any case the Index Sponsor, in consultation with the Index Agent, determines is material.

For purposes of the foregoing:

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general (a) to effect transactions in, or obtain market values for, securities or instruments underlying the Underlying Index on any relevant Exchange(s) for the Underlying Index or (b) to effect transactions in, or obtain market values for, futures or options contracts relating to the Underlying Index on any relevant Related Exchange for the Underlying Index. “Exchange(s)” means each exchange or quotation system (if applicable) on which the securities or instruments underlying the Underlying Index trade, any successor exchange or quotation system or any substitute exchange or quotation system to which such trading has relocated. “Related Exchange(s)” means each exchange or quotation system where trading has a material effect (as determined by the Index Sponsor, in consultation with the Index Agent) on the overall market for futures and options

contracts relating to such Underlying Index, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Underlying Index, has temporarily relocated.

“Trading Disruption” means any suspension of or limitation imposed on trading by any Exchange or Related Exchange for the Underlying Index or otherwise and whether by reason of movements in price exceeding limits permitted by such Exchange or Related Exchange or otherwise (a) relating to securities or instruments underlying the Underlying Index on such Exchange(s) or (b) in futures or options contracts relating to the Underlying Index on such Related Exchange.

“Early Closure” means the closure on any Exchange Business Day for the Underlying Index of any relevant Exchange or any Related Exchange for the Underlying Index, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange, as the case may be, at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange or Related Exchange, as the case may be, on such Exchange Business Day and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day. “Exchange Business Day” means in respect of the Underlying Index, any Scheduled Calculation Day on which each relevant Exchange and Related Exchange of the Underlying Index are open for trading during their respective regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time. “Scheduled Closing Time” means in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

“Basis Disruption Event” means any event that prevents the Index Sponsor from determining the Basis Rate as of any Scheduled Calculation Day for the Basis Rate.

If an Index Disruption Event exists on a Scheduled Calculation Day for either the Underlying Index or the Basis Rate (each, a “Disrupted Scheduled Calculation Day”), then the Index Sponsor shall not determine the Closing Level for the Reference Index on such Scheduled Calculation Day. The next Calculation Date following such Disrupted Scheduled Calculation Day for which the Index Sponsor shall determine the Closing Level for the Reference Index shall be the first succeeding Scheduled Calculation Day on which the Index Sponsor determines that an Index Disruption Event no longer exists; provided that if the Index Sponsor determines that an Index Disruption Event exists on the five consecutive Scheduled Calculation Days immediately following the initial Disrupted Scheduled Calculation Day, then:

(i) the fifth Scheduled Calculation Day following the initial Disrupted Scheduled Calculation Day, and each Scheduled Calculation Day thereafter on which an Index Disruption Event continues to exist, shall be deemed to be a Calculation Date, notwithstanding the existence of an Index Disruption Event on such date(s), and

(ii) the Index Sponsor shall determine the Closing Level of the Reference Index as of the Valuation Time on that fifth Scheduled Calculation Day following the initial Disrupted Scheduled Calculation Day, and as of the Valuation Time on each Scheduled Calculation Day thereafter on which an Index Disruption Event continues to exist (each, a “Disrupted Calculation Date”), based on the following:

(A) if the Index Disruption Event exists in relation to the Underlying Index only, (a) the Basis Rate using the standard methodology described herein on the relevant date(s) of determination as if no Index Disruption Event existed and (b) the closing level of the Underlying Index determined, in consultation with the Index Agent, in accordance with the formula for and method of calculating that closing level of the Underlying Index last in effect prior to the occurrence of the first day on which the relevant Index Disruption Event occurred using relevant market indicia on the relevant date(s) of determination;

(B) if the Index Disruption Event exists in relation to the Basis Rate only, (a) the

closing level of the Underlying Index using the standard methodology described herein on the relevant date(s) of determination as if no Index Disruption Event existed and (b) a Basis Rate determined, in consultation with the Index Agent, using relevant market indicia on the relevant date(s) of determination; or

(C) if the Index Disruption Event exists in relation to both the Underlying Index and the Basis Rate, (a) the closing level of the Underlying Index determined, in consultation with the Index Agent, in accordance with the formula for and method of calculating the closing level of the Underlying Index last in effect prior to the occurrence of the first day on which the relevant Index Disruption Event occurred using relevant market indicia on the relevant date(s) of determination and (b) a Basis Rate determined, in consultation with the Index Agent, using relevant market indicia on the relevant date(s) of determination.

Notwithstanding the foregoing, if an Index Disruption Event continues for twenty consecutive Scheduled Calculation Days, then the Index Sponsor shall permanently cancel the Reference Index on such twentieth Scheduled Calculation Day.

Index Extraordinary Events

If the Underlying Index is (i) not calculated and announced by the Underlying Index Sponsor but is calculated and announced by a successor Underlying Index Sponsor acceptable to the Index Sponsor, in consultation with the Index Agent, or (ii) replaced by a successor index using, in the determination of the Index Sponsor, in consultation with the Index Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Underlying Index, then in each case that successor index will replace the Underlying Index.

In the event that the Underlying Index is replaced under any circumstance described in the previous paragraph, that replacement index will be deemed a “Successor Underlying Index” for such Underlying Index. Such Successor Underlying Index will be used as a substitute for the original Underlying Index for all purposes, including for purposes of determining the closing level of the Underlying Index and whether an Index Disruption Event exists with respect to such Underlying Index.

If the Underlying Index Sponsor discontinues the Underlying Index on or prior to any Scheduled Calculation Day and no Successor Underlying Index exists, the Index Sponsor shall not determine the level for the Reference Index for such Scheduled Calculation Day. If such event exists and is not cured for twenty Scheduled Calculation Days, the Index Sponsor shall permanently discontinue the Reference Index on such twentieth Scheduled Calculation Day.

If, with respect to the Underlying Index and a Scheduled Calculation Day, the Underlying Index Sponsor announces on or prior to such Scheduled Calculation Day that it will make a material change in the formula for or the method of calculating such Underlying Index or in any other way materially modifies such Underlying Index (other than a modification prescribed in that formula or method to maintain such Underlying Index for routine events), the Index Sponsor, in consultation with the Index Agent, may, but is not obligated to, calculate the closing level of the Underlying Index on such Scheduled Calculation Day in accordance with the formula for and method of calculating the Underlying Index last in effect prior to such change or modification, but using only those securities or instruments that comprised the Underlying Index immediately prior to such change or cancellation.

If the Index Sponsor makes any alternate calculations or adjustments discussed in the preceding paragraph, the Index Sponsor shall permanently discontinue the Reference Index on the twentieth Scheduled Calculation Day following the first day on which the Index Sponsor makes such alternate calculations or adjustments.

The S&P 500 Index

The S&P 500 Index is published by S&P and is intended to provide an indication of the pattern of common stock price movement. The calculation of the value of the S&P 500 Index is based on the relative value of

the aggregate market value of the common stocks of 500 companies as of a particular time compared to the aggregate average market value of the common stocks of 500 similar companies during the base period of the years 1941 through 1943.

S&P chooses companies for inclusion in the S&P 500 Index with the aim of achieving a distribution by broad industry groupings that approximates the distribution of these groupings in the common stock population of the Standard & Poor's Stock Guide Database, which S&P uses as an assumed model for the composition of the total market. Relevant criteria employed by S&P include the viability of the particular company, the extent to which that company represents the industry group to which it is assigned, the extent to which the market price of that company's common stock is generally responsive to changes in the affairs of the respective industry and the market value and trading activity of the common stock of that company. S&P may from time to time, in its sole discretion, add companies to, or delete companies from, the S&P 500 Index to achieve the objectives stated above.

License Agreement

The Bank and Société Générale have entered into a non-exclusive license agreement providing for the license to the Bank, in exchange for a fee, the right to use the Reference Index in connection with certain products, including the CDs.

The license agreement between the Bank and Société Générale provides that the following language must be stated in this Disclosure Statement:

"The SGI WISE US Vol Target 8% (USD-Excess Return) Index, SGI WISE US Long/Short (USD – Excess Return) Index, SGI WISE US Top (USD – Net Total Return) Index, and SGI WISE US Bottom (USD – Gross Total Return) Index are service marks of Société Générale and have been licensed for use by the Wells Fargo Bank, N.A. (the "Licensee")."

"The SGI WISE US Vol Target 8% (USD-Excess Return) Index (the "Index") is the property of Société Générale ("Index Agent"). The Licensee acknowledges and agrees that the CDs are not sponsored, endorsed, or promoted by the Index Agent or any of its affiliates, or Standard & Poor's, a division of the McGraw Hill Companies, Inc. (together, the "Index Parties"). The Index Parties have not passed on the legality or suitability of, or the accuracy or adequacy of the descriptions and disclosures relating to, the CDs, including those disclosures with respect to the Index. The Index Parties make no representation whatsoever, whether express or implied, as to the advisability of investing in securities generally or purchasing or selling the CDs, the ability of the Index to track relevant markets' performances, or otherwise relating to the Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Parties have no obligation to take the needs of Licensee into consideration in determining, composing or calculating the Index. The Index Parties are not responsible for and have not participated in the determination of the timing of, prices at, or quantities of the CDs to be issued or in the determination or calculation of the amounts payable thereunder. The Index Parties have no liability in connection with the administration, marketing or trading of the CDs.

Notwithstanding anything to the contrary contained in this section, one or more affiliates of the Index Agent, may, if so specified in a Terms Supplement, act as a Broker in connection with the sale of particular CDs. In such capacity, such Broker may engage in promotion, marketing or trading of the CDs, and may participate in the timing, prices, or quantities of the CDs to be issued. Such activities should not be read to impact or otherwise abrogate the remaining provisions contained in this section, provided, that, nothing herein shall be deemed to relieve such Broker of its obligations under applicable broker/dealer law and regulation.

Neither Société Générale nor any of its affiliates acts as an investment adviser or provides advice as to the value of any securities or as to the advisability of investing in, purchasing, or selling any securities, with respect to the Index, the Licensee, the CDs or any investor in or purchaser of the CDs, and does not otherwise act as an investment adviser, as defined under the Investment Advisers Act of 1940, as amended, or the Investment Company Act of 1940, as amended, with respect thereto except in cases where Société

Générale or such affiliate has expressly agreed in writing to do so. Neither Société Générale nor any of its affiliates accepts any fiduciary duties with respect to any investor in or purchaser of any CD. Société Générale's sole relationship with Licensee is in the licensing of the Index and certain intellectual property related thereto to the Licensee. In addition, as noted above, one or more affiliates of the Index Agent may act as a Broker hereunder.

The Index Parties make no representation or warranty whatsoever, whether express or implied, and hereby expressly disclaim all warranties (including, without limitation, those of merchantability or fitness for a particular purpose or use), with respect to the Index or any data included therein or relating thereto, and in particular disclaim any guarantee or warranty either as to the quality, accuracy and/or completeness of the Index or any data included therein, the results obtained from the use of the Index and/or the composition of the Index at any particular time on any particular date or otherwise. The Index Parties shall not be liable (whether in negligence or otherwise) to any person for any error in the Index, and the Index Parties are under no obligation to advise any person of any error therein, or for any interruption in the calculation of the Index. No Index Party shall have any liability to any party for any act or failure to act by the Index Parties in connection with the determination, adjustment or maintenance of the Index. Without limiting the foregoing, in no event shall an Index Party have any liability for any lost profits or special, incidental, punitive, indirect or consequential damages, even if notified of the possibility of such damages.

Société Générale and its affiliates may deal in any obligations of any of the companies that compose the Index, and may, where permitted, accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with, such companies or affiliates of such companies, and may act with respect to such business as if the Index did not exist, regardless of whether such action might adversely affect the Index or the CDs. Each of the Index Parties and its affiliates may be in possession of information in relation to companies that compose the Index that may or may not be publicly available or known to any other party, and each party purchasing or selling the CDs agrees that the CDs do not create any obligation on the part of any Index Party or its affiliates to disclose any such information.

The Index is the exclusive property of Société Générale, which has contracted with Standard & Poor's ("S&P") to maintain and calculate the Index. S&P shall have no liability for any errors or omissions in calculating the Index."

UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material United States federal income tax consequences of the purchase, beneficial ownership, and disposition of CDs as of the date of this Disclosure Statement. When the term “holder” is used in this section, it refers to a beneficial owner of the CDs and not the record holder. Except where noted, this summary deals only with a CD held as a capital asset by a United States holder (as defined below) who purchases the CD on original issue at the original principal amount, and it does not deal with special situations. For example, this summary does not address:

- tax consequences to holders who may be subject to special tax treatment, such as dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities, financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities or insurance companies;
- tax consequences to persons holding CDs as part of a hedging, integrated, constructive sale or conversion transaction or a straddle;
- tax consequences to holders of CDs whose “functional currency” is not the U.S. dollar;
- tax consequences to holders who hold the CDs as part of a retirement plan which is generally subject to special income tax deferral or exemption rules;
- alternative minimum tax consequences, if any; or
- any state, local or foreign tax consequences.

The discussion below is based upon the provisions of the Code and Treasury regulations, rulings and judicial decisions as of the date of this Disclosure Statement. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those discussed below. The Bank will not seek a ruling from the IRS with respect to any matters discussed in this summary. The IRS may challenge one or more of the tax consequences described below.

If a partnership holds CDs, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding CDs, you should consult your own tax advisors.

If you are considering the purchase of CDs, you should consult your own tax advisors concerning the United States federal income tax consequences applicable to you in light of your particular situation and any consequences arising under the laws of any other taxing jurisdiction.

This tax discussion has been prepared to support the marketing of the CDs. Nothing herein may be used by any taxpayer for the purpose of avoiding any penalties that may be imposed under the Code. Each taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

United States Holders

The following discussion is a summary of certain United States federal income tax consequences that will apply to you if you are a United States holder of the CDs.

For purposes of this discussion, a “United States holder” is a beneficial owner of a CD that is for United States federal income tax purposes:

- a citizen or resident of the United States;

- a corporation or partnership created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if (1) its administration is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) it has a valid election in effect under applicable Treasury regulations to be treated as a United States person.

An individual may, subject to certain exceptions, be deemed to be a resident of the United States by reason of being present in the United States for at least 31 days in the calendar year and for an aggregate of at least 183 days during a three year period ending in the current calendar year (counting for such purposes all of the days present in the current year, one third of the days present in the immediately preceding year and one sixth of the days present in the second preceding year).

As used herein, the term “non-United States holder” means a beneficial owner of a CD that is not a United States holder.

Contingent Payment Debt CDs

Accrual of Interest

If CDs provide for variable rates of interest or other contingent payments but fail to qualify as variable rate debt instruments (described below), then the Treasury regulations that apply to contingent payment debt instruments may apply to the CDs. In this event, all payments on the CDs (including payments of Periodic Interest, if any, and any Minimum Interest Amount) will be taken into account under these Treasury regulations. As discussed more fully below, the effect of these Treasury regulations will be to:

- require you, regardless of your usual method of tax accounting, to use the accrual method with respect to the CDs;
- result in the accrual of original issue discount by you based on the “comparable yield” of the CDs even though no cash payments may be made to you until maturity of the CDs; and
- generally result in ordinary rather than capital treatment of any gain, and to some extent loss, upon maturity or on the sale, exchange, redemption or other disposition of the CDs.

Under the contingent payment debt rules, unless you hold the CDs through a tax advantaged retirement account (such as an IRA) you will be required to include original issue discount in income each year, regardless of your usual method of tax accounting, based on the “comparable yield” of the CDs, which will generally be the rate at which the Bank could issue a fixed rate instrument with terms and conditions similar to the CDs, but in any event not less than the applicable federal rate (based on the overall maturity of the CDs).

In such event, the Bank will be required to provide the comparable yield to you and, solely for tax purposes, will also be required to provide a projected payment schedule that estimates the amount and timing of contingent payments on the CDs as of their issue date. The issue date of a CD is the date on which the CD is sold to the public for cash consideration. The CDs may be callable at the option of the Bank prior to their Stated Maturity Date. For purposes of determining the projected payment schedule, CDs that may be called prior to their Stated Maturity Date at the option of the Bank generally will be treated from the issue date as having a maturity date on such redemption date if such redemption would result in a lower yield to maturity. If, contrary to the assumptions made as of the issue date, the CDs are not called, then solely for purposes of the accrual of original issue discount, the CDs will be treated as reissued on the date of the change in circumstances for an amount equal to their adjusted issue price. The estimated comparable yield and projected payment schedule for the CDs will be set forth in the

applicable Terms Supplement. Investors in the CDs may obtain the finalized projected payment schedule by submitting a written request for such information to the Wholesale Risk Manager, Wells Fargo Bank, N.A., MAC A0112-144, 550 California Street, San Francisco, California 94104. You will be provided with an annual statement reporting OID accruals, which accruals will reflect the comparable yield. By purchasing a CD you agree to this treatment of the CD and to report all income (or loss) with respect to the CD according to these Treasury regulations. You are required to use the comparable yield determined by the Bank and the projected payments set forth in the projected payment schedule prepared by the Bank in determining your interest accruals, and the adjustments thereto, in respect of the CDs, unless you timely disclose and justify on your federal income tax return the use of a different comparable yield and projected payment schedule. **The comparable yield and the projected payment schedule are not provided for any purpose other than the determination of your interest accruals and adjustments thereof in respect of the CDs and do not and will not constitute a representation regarding the actual amount of any payment on a CD.**

The amount of original issue discount on a CD for each accrual period (generally, each six-month period during which the CDs are outstanding) is determined by multiplying the comparable yield of the CD, adjusted for the length of the accrual period, by the CD's adjusted issue price (as defined below) at the beginning of the accrual period, determined in accordance with the rules set forth in the Treasury regulations governing contingent payment debt instruments. The amount of original issue discount so determined is then allocated on a ratable basis to each day in the accrual period that you held the CD. In general, for these purposes, a CD's adjusted issue price will equal the CD's original principal amount, increased by the original issue discount previously accrued on the CD and decreased by Periodic Interest paid, if any.

If an actual contingent payment made on the CDs differs from the projected contingent payment, an adjustment will be made for the difference. A positive adjustment, for the amount by which an actual contingent payment exceeds the projected contingent payment, will be treated as additional original issue discount on the Stated Maturity Date. A negative adjustment, for the amount by which a projected contingent payment exceeds an actual contingent payment, will:

- first, reduce the amount of original issue discount required to be accrued in the taxable year in which the payment date occurs; and
- second, any negative adjustment that exceeds the amount of original issue discount accrued in the taxable year in which the Stated Maturity Date occurs will be treated as ordinary loss to the extent of your total prior original issue discount inclusions with respect to the CD.

Sale, Exchange, Redemption or Other Disposition

Upon the sale, exchange, redemption or other disposition of a CD, you will recognize gain or loss equal to the difference between your amount realized and your adjusted tax basis in the CD. Such gain on a CD generally will be treated as ordinary income. Loss from the disposition of a CD will be treated as ordinary loss to the extent of your prior net original issue discount inclusions with respect to the CD. Any loss in excess of that amount will be treated as capital loss. Special rules apply in determining the adjusted tax basis of a CD. Your adjusted tax basis in a CD is generally equal to your initial investment in the CD increased by any original issue discount you previously accrued on the CD.

Variable Rate CDs

Treasury regulations prescribe special rules for "variable rate debt instruments" that provide for the payment of interest based on certain floating or objective rates. In general, CDs will qualify as variable rate debt instruments ("variable rate CDs") if (i) the issue price of the CDs does not exceed the total non-contingent principal payments due in respect of the CDs by more than an amount equal to the lesser of (A) 0.015 multiplied by the product of the total non-contingent principal payments and the number of complete years to maturity from the issue date or (B) 15% of the total non-contingent principal payments, and (ii) the CDs provide for stated interest, paid or compounded at least annually, at "current values" of (A) one or more "qualified floating rates," (B) a single fixed rate and one or more qualified floating rates, (C) a single "objective rate," or (D) a single fixed rate and a single

objective rate that is a “qualified inverse floating rate.” A current value of a rate is the value of the rate on any date that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

A “qualified floating rate” is any variable rate where variations in the value of such rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the variable rate CDs are denominated. Although a multiple of a qualified floating rate generally will not itself constitute a qualified floating rate, a variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35 can constitute a qualified floating rate. A variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate. In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the variable rate CDs (*e.g.*, two or more qualified floating rates with values within 25 basis points of each other as determined on the issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum stated interest rate (*i.e.*, a cap), a minimum stated interest rate (*i.e.*, a floor) or a restriction on the amount of increase or decrease in the stated interest (*i.e.*, a governor) may, under certain circumstances, fail to be treated as a qualified floating rate unless such restrictions are fixed throughout the term of the variable rate CDs or are reasonably expected to not have a significant effect on the yield of the variable rate CDs.

An “objective rate” is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and that is based on objective financial or economic information. A rate will not qualify as an objective rate if it is based on information that is within the control of the issuer (or a related party) or that is unique to the circumstances of the issuer (or a related party), such as dividends, profits, or the value of the issuer’s stock (although a rate does not fail to be an objective rate merely because it is based on the credit quality of the issuer). An objective rate is a “qualified inverse floating rate” if the rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. The Treasury regulations also provide that if CDs provide for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate and if the variable rate on the issue date is intended to approximate the fixed rate (*e.g.*, the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be. A rate will not be an objective rate if it is reasonably expected that the average value of the rate during the first half of the CDs’ term will be significantly less or greater than the average value of the rate during the last half of the CDs’ term.

Accrual of Interest

If variable rate CDs provide for stated interest at either a single qualified floating rate or a single objective rate throughout their term, and such interest is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually, then all stated interest on such variable rate CDs will constitute qualified stated interest that is included in gross income by you as received or accrued in accordance with your regular methods of accounting for United States federal income tax purposes (unless you hold the variable rate CDs in a tax advantaged account (such as an IRA)). Thus, such variable rate CDs generally will not be treated as having been issued with original issue discount (“OID”) unless the variable rate securities are sold at a discount from their stated deposit amount, subject to a *de minimis* exception. In general, the amount of qualified stated interest and OID, if any, that accrues during an accrual period on such variable rate CDs is determined under the rules described above by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or qualified inverse floating rate, the value as of the issue date of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the variable rate CDs. The qualified stated interest allocable to an accrual period is increased (or decreased) if the interest actually paid during an accrual period exceeds (or is less than) the interest that was accrued under the foregoing approach.

For other variable rate CDs, the timing and amount of OID and qualified stated interest will be determined by converting the variable rate CDs into “equivalent fixed rate debt instruments.” The conversion of the

variable rate CDs into equivalent fixed rate debt instruments generally involves substituting for any qualified floating rate or qualified inverse floating rate a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the issue date, or substituting for any objective rate (other than a qualified inverse floating rate) a fixed rate that reflects the yield that is reasonably expected for the variable rate CDs. In the case of variable rate CDs that provide for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the variable rate CDs provide for a qualified inverse floating rate). Under such circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the variable rate CDs as of their issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse rate, the variable rate CDs are then converted into equivalent fixed rate debt instruments in the manner described above.

Once the variable rate CDs are converted into equivalent fixed rate debt instruments pursuant to the foregoing rules, the timing and amount of OID and qualified stated interest, if any, are determined for the equivalent fixed rate debt instruments by applying the general OID rules to the equivalent fixed rate debt instruments. You will account for OID and qualified stated interest as if you held the equivalent fixed rate debt instruments. For each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the equivalent fixed rate debt instruments in the event that such amounts differ from the actual amount of interest accrued or paid on the variable rate CDs during the accrual period.

Sale, Exchange, Redemption or Other Disposition

Upon the sale, retirement or other taxable disposition of variable rate CDs, you generally will recognize gain or loss equal to the difference between the amount realized upon the sale, retirement or other taxable disposition (other than amounts representing accrued and unpaid qualified stated interest, which will be taxable as ordinary interest income to the extent not previously included in gross income) and your adjusted tax basis of the CDs. In general, your adjusted tax basis of the CDs will equal your cost for the CDs, increased by OID previously included in gross income, if any. Such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if at the time of sale, retirement or other taxable disposition the CDs have been held for more than one year. Under current United States federal income tax law, certain non-corporate United States holders, including individuals, are eligible for preferential rates of United States federal income taxation in respect of long-term capital gains. The deductibility of capital losses is subject to limitations under the Code.

Non-United States Holders

The following discussion is a summary of certain United States federal income and estate tax consequences that will apply to you if you are a non-United States holder of CDs. Special rules may apply to you if you are a controlled foreign corporation, passive foreign investment company, foreign personal holding company or an individual who is a United States expatriate and therefore subject to special treatment under the Code. You should consult your own tax advisors to determine the United States federal, state, local and other tax consequences that may be relevant to you.

United States Federal Withholding Tax

The 30% United States federal withholding tax will not apply to any payment, including original issue discount, on a CD provided that you provide your name and address on an IRS Form W-8BEN and certify, under penalties of perjury, that you are not a United States holder or you hold your CDs through certain foreign intermediaries and you satisfy the certification requirements of applicable Treasury regulations. Special certification rules apply to holders that are pass-through entities rather than individuals.

If you hold a CD in connection with a United States trade or business, you must provide the Bank with IRS Form W-8ECI stating that interest paid on a CD is not subject to withholding tax because it is effectively connected with your conduct of a trade or business in the United States.

United States Federal Income Tax

Any gain or income on a CD will generally be subject to United States federal income tax if you are engaged in a trade or business in the United States, and gain or income on the CD is effectively connected with the conduct of that trade or business. In such case, you will be subject to United States federal income tax on such gain or income on a net income basis in the same manner as if you were a United States holder.

United States Federal Estate Tax

Your estate will not be subject to United States federal estate tax on CDs beneficially owned by you at the time of your death, provided that any payment to you on a CD, including original issue discount (1) would be eligible for exemption from the 30% withholding tax under the rules described under the heading “—Non-United States Holders—United States Federal Withholding Tax,” without regard to the certification requirements, and (2) would not have been, if received at the time of your death, effectively connected with the conduct by you of a trade or business in the United States.

Information Reporting And Backup Withholding

If you are a United States holder of CDs, information reporting requirements will generally apply to original issue discount accrued on the CDs, all payments the Bank makes to you, and the proceeds from the sale of a CD paid to you, unless you are an exempt recipient such as a corporation. Backup withholding tax at the applicable statutory rate will apply if you fail to provide a taxpayer identification number, a certification of exempt status, or if you fail to report in full interest income.

If you are a Canadian holder of CDs, the Bank must report annually to the IRS and to you the amount of payments the Bank makes to you and the tax withheld with respect to such payments, regardless of whether withholding was required. Copies of the information returns reporting such payments and withholding may also be made available to the Canadian tax authorities. If you are a non-United States holder of the CDs, you will not be subject to backup withholding regarding payments the Bank makes to you provided that the Bank does not have actual knowledge or reason to know that you are a United States holder and the Bank has received from you the statement described above under “Non-United States Holders—United States Federal Withholding Tax.”

In addition, if you are a non-United States holder, you will be subject to information reporting and, depending on the circumstances, backup withholding regarding the proceeds of the sale of a CD made within the United States or conducted through United States-related intermediaries, unless the payor receives the statement described above and you meet certain conditions, or you otherwise establish an exemption.

Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against your United States federal income tax liability provided the required information is furnished to the Internal Revenue Service.

CERTAIN ERISA CONSIDERATIONS

Section 4975 of the Code prohibits the borrowing of money, the sale of property and certain other transactions involving the assets of plans that are qualified under the Code (“Qualified Plans”) or IRAs and persons who have certain specified relationships to them. Section 406 of ERISA prohibits similar transactions involving employee benefit plans that are subject to ERISA (“ERISA Plans”). Certain governmental and other plans may be subject to provisions materially similar to the foregoing provisions of ERISA and the Code (“Similar Law”) (such plans are referred to as “Similar Law Plans”). Qualified Plans, IRAs and ERISA Plans are referred to as “Plans”.

Persons who have such specified relationships are referred to as “parties in interest” under ERISA and as “disqualified persons” under the Code. “Parties in interest” and “disqualified persons” encompass a wide range of persons, including any fiduciary (for example, an investment manager, trustee or custodian), any person providing services (for example, a broker), the Plan sponsor, an employee organization any of whose members are covered by the Plan, and certain persons related to or affiliated with any of the foregoing.

The purchase and/or holding of the CDs by a Plan with respect to which the Bank and/or your Broker is a fiduciary and/or a service provider (or otherwise is a “party in interest” or “disqualified person”) might constitute or result in a prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless such CDs are acquired or held pursuant to and in accordance with an applicable statutory or administrative exemption. The Bank, your Broker and several of their affiliates are each considered to be a “disqualified person” under the Code or a “party in interest” under ERISA with respect to many Plans, although the Bank is not a “disqualified person” with respect to an IRA simply because the IRA is established with a Broker or because a Broker provides services to the IRA, and neither the Bank nor a Broker can be a “party in interest” to any IRA other than certain employer-sponsored IRAs as only employer-sponsored IRAs are covered by ERISA.

Applicable administrative exemptions may include certain prohibited transaction class exemptions (for example, Prohibited Transaction Class Exemption (“PTCE”) 84-14 relating to qualified professional asset managers, PTCE 96-23 relating to certain in-house asset managers, PTCE 91-38 relating to bank collective investment funds, PTCE 90-1 relating to insurance company separate accounts and PTCE 95-60 relating to insurance company general accounts). In view of the fact that the CDs represent deposits with the Bank, fiduciaries should take into account the prohibited transaction exemption described in ERISA Section 408(b)(4), relating to the investment of plan assets in deposits bearing a reasonable rate of interest in a financial institution supervised by the United States or a state, and/or Part IV of PTCE 81-8, relating to transactions involving short-term investments, specifically certificates of deposit. Finally, it should also be noted that the recently enacted Pension Protection Act of 2006 contains a new statutory exemption from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code for transactions involving certain parties in interest or disqualified persons who are such merely because they are a service provider to a Plan, or because they are related to a service provider. Generally, the new exemption would be applicable if the party to the transaction with the Plan is a party in interest or a disqualified person to the Plan but is not (i) an employer of employees covered by the Plan, (ii) a fiduciary who has or exercises any discretionary authority or control with respect to the investment of the Plan assets involved in the transaction, (iii) a fiduciary who renders investment advice (within the meaning of ERISA and Section 4975 of the Code) with respect to those assets, or (iv) an affiliate of (i), (ii) or (iii). Any Plan fiduciary relying on this new statutory exemption (Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code) and purchasing securities on behalf of a Plan will be deemed to have made a determination that the Plan is paying no more than, and is receiving no less than, adequate consideration in connection with the transaction, which is a necessary precondition to utilizing this new exemption. Any purchaser that is a Plan is encouraged to consult with counsel regarding the application of the new exemption. A fiduciary of a Plan or a Similar Law Plan purchasing the CDs, or in the case of certain IRAs, the grantor or other person directing the purchase of the CDs for the IRA, shall be deemed to represent, by its purchase, that its purchase, holding, and disposition of the CDs does not constitute a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Code or Similar Law.

The sale of CDs to a Plan or a Similar Law Plan is in no respect a representation by the Bank or its affiliates that such an investment meets all relevant legal requirements with respect to investments by Plans or Similar Law Plans generally or any particular Plan or Similar Law Plan, or that such an investment is appropriate for a Plan or Similar Law Plan generally or any particular Plan or Similar Law Plan.

DISPUTE RESOLUTION PROGRAM: ARBITRATION AGREEMENT

By purchasing a CD, you hereby agree to the following Arbitration Agreement between you and the Bank.

Non-Judicial Resolution of Disputes. If you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and the Bank agree that any dispute between or among you and the Bank, regardless of when it arose, shall be resolved by the following arbitration process. **You understand and agree that you and the Bank are each waiving the right to a jury trial or a trial before a judge in a public court.**

Disputes. A dispute is any unresolved disagreement between or among you and the Bank (and its employees, officers, directors, attorneys, and other agents), arising out of or relating in any way to your CD. It includes any dispute relating in any way to your CD; to your use of any Bank location or facility; or to any means you may use to access the Bank. It includes claims based on broken promises or contracts, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Agreement, and whether a disagreement is a “dispute” subject to binding arbitration as provided for in this Arbitration Agreement. **A dispute does not include a claim that may be filed in small claims court. If you have a dispute that is within the jurisdiction of the small claims court, you should file your claim there.**

Binding Arbitration. Binding arbitration is a means of having an independent third party resolve a dispute without using the court system, judges or juries. Either you or the Bank may require the submission of a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced. If either you or the Bank fails to submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorneys’ fees and expenses) incurred by the other compelling arbitration.

Neither you nor the Bank shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (“AAA”), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (excluding the Optional Procedures for Large, Complex Commercial Disputes) and the Optional Rules For Emergency Measures of Protection of the AAA (“AAA Rules”). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. The Arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute.

You and the Bank each agree that in this relationship:

- you and the Bank are participating in transactions involving interstate commerce; and
- each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and the Bank about which the dispute arose.

To find out how to initiate an arbitration, please call any office of the AAA or visit the AAA website at www.adr.org.

Rights Preserved. This Arbitration Agreement and the exercise of any of the rights you and the Bank have under this Arbitration Agreement do not stop you or the Bank from exercising any lawful rights to use other remedies available to preserve, foreclose or obtain possession of real or personal property; exercise self-help

remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

Miscellaneous. You and the Bank each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment or partial summary judgment. The AAA, the arbitrators, you and the Bank, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the dispute with the AAA. These parties must not disclose the existence, content or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by the laws governing your CD. This provision shall be liberally construed in order to ensure the enforcement of this Arbitration Agreement. Arbitration proceedings are conducted in the state whose laws govern your CD or at a location determined by the AAA.

All statutes of limitations applicable to any dispute apply to any arbitration between you and the Bank. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of your CD relationship or any other relationship between you and the Bank. This Arbitration Agreement constitutes the entire agreement between you and the Bank and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered into by you and the Bank is potentially applicable to a dispute, the one most directly related to the CD or transaction that is the subject of the dispute shall control.

Fees and Expenses of Arbitration. Arbitration fees shall be determined by the rules or procedures of AAA, unless limited by the laws governing your CD. Please check with AAA to determine the fees applicable to any arbitration you may file. If the laws governing your CD limit the amount of fees and expenses (including attorneys' fees and expenses) to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with the laws governing your CD, each party shall bear the expense of their own attorneys', experts' and witness' fees, regardless of which party prevails in the arbitration.