UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 30, 2026

THE WESTERN UNION COMPANY
(Exact name of registrant as specified in its charter)

Delaware	**001-32903**	**20-4531180**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

7001 East Belleview Avenue **Denver, CO**	**80237**
(Address of principal executive offices)	**(Zip Code)**

(866) 405-5012
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 Par Value	WU	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01 Other Events.

On May 5, 2026, The Western Union Company (the "Company") completed the offering and sale of $165,000,000 aggregate principal amount of its 4.750% Notes due 2029 (the "Notes") pursuant to an Underwriting Agreement, dated April 30, 2026 (the "Underwriting Agreement"), entered into by the Company with Wells Fargo Securities, LLC, as the Underwriter named therein, with respect to the offering and sale of the Notes by the Company, which constitutes a further issuance of the 4.750% Notes due 2029 that the Company issued prior to the date hereof (the "2029 Existing Securities") and will be consolidated with, and form a single series with, the 2029 Existing Securities for all purposes under the indenture governing the 2029 Existing Securities. The Notes were issued under the Company's Registration Statement on Form S-3 (Registration No. 333-290539), and pursuant to the Indenture, dated as of November 17, 2006, as supplemented by the First Supplemental Indenture, dated as of September 6, 2007, and the Second Supplemental Indenture, dated as of May 3, 2019, each between the Company and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as trustee (the "Base Trustee"), and as further supplemented by the Third Supplemental Indenture, dated as of March 9, 2026, by and among the Company, U.S. Bank Trust Company, National Association, as series trustee, and the Base Trustee.

The Underwriting Agreement is filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated herein by reference. The Third Supplemental Indenture and the form of the Notes are filed as Exhibit 4.1 and Exhibit 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

In connection with the issuance of the Notes, Sidley Austin LLP provided the Company with the legal opinion attached to this Current Report on Form 8-K as Exhibit 5.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit Number	Description of Exhibit
1.1	Underwriting Agreement, dated as of April 30, 2026, between the Company and Wells Fargo Securities, LLC, as the Underwriter named therein.
4.1	Third Supplemental Indenture, dated as of March 9, 2026, by and among The Western Union Company, Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as base trustee, and U.S. Bank Trust Company, National Association, as series trustee (incorporated by reference to Exhibit 4.1 of the Company's Report on Form 8-K, filed on March 9, 2026).
4.2	Form of 4.750% Notes due 2029 (included in Exhibit 4.1 hereto).
5.1	Opinion of Sidley Austin LLP relating to the Notes.
23.1	Consent of Sidley Austin LLP (included in Exhibit 5.1 hereto).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE WESTERN UNION COMPANY

Dated: May 5, 2026

By: /s/ Benjamin Adams
Name: Benjamin Adams
Title: Executive Vice President and Chief Legal Officer

Exhibit 1.1

THE WESTERN UNION COMPANY

$165,000,000 4.750% Notes due 2029

UNDERWRITING AGREEMENT

April 30, 2026

April 30, 2026

To Wells Fargo Securities, LLC

Ladies and Gentlemen:

The Western Union Company, a Delaware corporation (the "**Company**"), proposes to issue and sell to Wells Fargo Securities, LLC ("**Wells Fargo**"), the principal amount of its debt securities identified in Schedule I hereto (the "**Securities**"), to be issued under the indenture specified in Schedule I hereto (the "**Indenture**") between the Company and the Trustee identified in such Schedule (the "**Trustee**").

The Company has previously issued $450,000,000 aggregate principal amount of its 4.750% Notes due 2029 (the "**2029 Existing Securities**") under the Indenture. The Securities to be sold by the Company and purchased by Wells Fargo pursuant to this Agreement constitute an issuance of additional securities under the Indenture. Except as otherwise described in the Time of Sale Prospectus, the Securities will have identical terms to the 2029 Existing Securities (other than the issue date, price to public and interest accrued prior to the issue date of the Securities). The Securities and the 2029 Existing Securities will be treated as a single class of securities for all purposes under the Indenture governing the 2029 Existing Securities.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") an automatic shelf registration statement, including a prospectus, (the file number of which is set forth in Schedule I hereto) on Form S-3, relating to securities (the "**Shelf Securities**"), including the Securities, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement**," and the related prospectus covering the Shelf Securities dated September 26, 2025 is hereinafter referred to as the "**Basic Prospectus**." The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Securities in the form first used to confirm sales of the Securities (or in the form first made available to Wells Fargo by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**," and the term "**preliminary prospectus**" means any preliminary form of the Prospectus. For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale Prospectus**" means the documents and pricing information set forth opposite the caption "Time of Sale Prospectus" in Schedule I hereto, and "**broadly available road show**" means a "bona fide electronic road show" as

defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. As used herein, the terms "Registration Statement," "Basic Prospectus," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated or deemed to be incorporated by reference therein as of the date hereof. The terms "**supplement**," "**amendment**," and "**amend**" as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein. As used herein "**Time of Sale**" means 11:25 a.m., New York City time, April 30, 2026.

1. *Representations and Warranties*. The Company represents and warrants to and agrees with Wells Fargo that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission. If the Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder and, when read together with the other information in the Time of Sale Prospectus, at the Time of Sale, and when read together with the other information in the Prospectus, at the date of the Prospectus and at the Closing Date, did not and, as amended or supplemented, if applicable, will not include an untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (ii) the Registration Statement, at the time it became effective and as of each "new effective date" with respect to Wells Fargo pursuant to, and within the meaning of, Rule 430(B)(f)(2) under the Securities Act, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a

material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement complied, at the time it became effective, and the Prospectus at the date thereof and, as amended or supplemented, if applicable, at the Closing Date will comply, in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Time of Sale Prospectus at the Time of Sale, did not include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, at the Time of Sale, does not include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (vii) neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus was issued and at the Closing Date, will include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to (A) statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to Wells Fargo furnished to the Company in writing by Wells Fargo expressly for use therein or (B) that part of the Registration Statement that constitutes the Statement of Eligibility (Form T-1) under the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"), of the Trustee.

(c) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any issuer free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act in connection with this offering of the Securities has been, or will be, filed with the Commission in accordance with the applicable requirements of the Securities Act and the rules and regulations of the Commission thereunder, including the Securities Act regulations. Each issuer free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company as of its date and at all times through the completion of the public offering and sale of the Securities did and will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule I hereto, and electronic road shows, if any,

each furnished to Wells Fargo before first use, the Company has not prepared, used or referred to, and will not, without Wells Fargo's prior consent, prepare, use or refer to, any issuer free writing prospectus in connection with this offering of the Securities. Notwithstanding the foregoing, the representations and warranties set forth in this paragraph do not apply to statements or omissions in any such free writing prospectus based upon information relating to Wells Fargo furnished to the Company in writing by Wells Fargo expressly for use therein.

(d) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to have such power and authority or to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(e) Each significant subsidiary of the Company (as defined in Rule 1-02 of Regulation S-X of the Commission) has been duly incorporated or formed, is validly existing as a corporation, limited liability company or other entity in good standing under the laws of the jurisdiction of its incorporation or formation, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to have such power or authority or to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole; all of the issued shares of capital stock of each such significant subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims.

(f) This Agreement has been duly authorized, executed and delivered by the Company.

(g) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Company, enforceable in accordance with its terms against the Company, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability.

(h) The Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by Wells Fargo in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, in each case enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability, and will be entitled to the benefits of the Indenture.

(i) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture and the Securities, will not violate any (i) provision of applicable law or the amended and restated certificate of incorporation or amended and restated by-laws of the Company, (ii) agreement or other instrument binding upon the Company or any of its subsidiaries or (iii) judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture or the Securities, except (A) such as have been obtained under the Securities Act and the Trust Indenture Act, (B) such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Securities or (C) in the case of (ii) and (iii) above, would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(j) Since the date of the Time of Sale Prospectus, there has not occurred any material adverse change, or any development that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(k) There are no legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject (i) other than proceedings accurately described in all material respects in the Time of Sale Prospectus and proceedings that would not reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole, or on the power or ability of the Company to perform its obligations under this Agreement, the Indenture

or the Securities or to consummate the transactions contemplated by the Time of Sale Prospectus or (ii) that are required to be described in the Registration Statement or the Prospectus and are not so described; and there are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(l) Each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(m) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(n) The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(o) Neither the Company nor any of its subsidiaries or affiliates (as such terms are defined in Rule 1-02 of Regulation S-X under the Securities Act), nor, to the Company's knowledge, any director, officer, or employee, agent or representative (in their capacity as such) of the Company or of any of its subsidiaries or affiliates, has violated within the past ten years (except for such violations which, singly or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries, taken as a whole) or is in violation of any provision of (i) the Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"), (ii) any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business

Transactions ("**OECD Anti-Bribery Laws**") or (iii) the U.K. Bribery Act 2010 ("**Bribery Act**"). No facts or circumstances exist that would reasonably be expected to result in a violation of any such laws by the Company or any of its subsidiaries or affiliates or, to the Company's knowledge, any of its or their respective directors, officers, employees agents or representatives (in their capacity as such). The Company and its subsidiaries have conducted their businesses in compliance with the FCPA, the OECD Anti-Bribery Laws and the Bribery Act in all material respects and have instituted and maintain policies and procedures designed to promote and achieve compliance with such laws. No part of the proceeds of the offering will be used, directly or indirectly, in violation of the FCPA, the OECD Anti-Bribery Laws or the Bribery Act, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

(p) The Company and its subsidiaries are in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and, except as disclosed in the Time of Sale Prospectus, no material action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(q) (i) None of the Company or any of its subsidiaries (collectively, the "**Entity**") or, to the knowledge of the Entity, any director, officer, agent, employee or affiliate of the Entity is an individual or entity (a "**Person**") that is currently the subject of any sanctions administered or enforced by the United States Government, including, without limitation, the Office of Foreign Assets Control ("**OFAC**") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority in a jurisdiction in which the Company has material operations (collectively, "**Sanctions**"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject of Sanctions, including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria (with

respect to Syria, only until July 1, 2025) (each, a "**Sanctioned Country**"), except in connection with business operations pursuant to and as authorized by advisory opinions of, or licenses granted by, OFAC. Except as otherwise disclosed in its filings with the Commission, for the past five years, the Entity is and has been in compliance in all material respects with all applicable Sanctions.

(ii) The Entity represents and covenants that it will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person to fund any activities or business of or with any Person or in any country or territory that, at the time of such funding, is the subject of sanctions administered by OFAC (except as such funding is otherwise authorized by OFAC or exempted from OFAC regulation by statute) or in any other manner that will result in a violation of Sanctions.

(r) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Time of Sale Prospectus and the Prospectus, except where the failure to possess or make the same would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole; and except as described in each of the Time of Sale Prospectus and the Prospectus, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except for any revocation or modification or nonrenewal that would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(s) The Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases, taken as a whole (collectively, "**IT Systems**"), are reasonably believed by the Company to operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and, to the Company's knowledge, are free and clear of all material Trojan horses, time bombs, malware and other malicious third-party software. Except as disclosed in the Time of Sale Prospectus and the

Prospectus, (i) the Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**")) stored or maintained on such IT Systems, and, (ii) to the Company's knowledge, there have been no breaches of such Personal Data, or any outages or unauthorized uses of or access to such IT Systems except, in each of clauses (i) and (ii), individually or in the aggregate, as has not had and would not reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole. Except as has not had and would not reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole, the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, and all internal policies and contractual obligations of the Company relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(t) The interactive data in extensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

2. *Agreements to Sell and Purchase*. The Company hereby agrees to sell to Wells Fargo, and Wells Fargo, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees to purchase from the Company the principal amount of Securities set forth herein at the purchase price set forth in Schedule I hereto.

3. *Public Offering*. The Company is advised by Wells Fargo that Wells Fargo proposes to make a public offering of the Securities as soon after this Agreement has been executed as in Wells Fargo's judgment is advisable. The Company is further advised by Wells Fargo that the Securities are to be offered to the public upon the terms set forth in the Prospectus.

4. *Payment and Delivery*. Payment for the Securities shall be made to the Company in Federal or other funds immediately available in New York City on the closing date and time set forth in Schedule I hereto, or at such other time on the same or such other date, not later than the fifth business day thereafter, as may be designated in writing by Wells Fargo and agreed to by the Company. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for the Securities shall be made against delivery to Wells Fargo on the Closing Date for its account registered in such names and in such denominations as Wells Fargo shall request in writing not later than one full business day prior to the Closing Date, with any transfer taxes payable in connection with the transfer of the Securities to Wells Fargo duly paid.

5. *Conditions to Wells Fargo's Obligations*. The obligations of Wells Fargo are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the debt securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization," as such term is defined under Section 3(a)(62) of the Exchange Act; and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus as of the date of this Agreement that, in Wells Fargo's judgment, is material and adverse and that makes it, in Wells Fargo's judgment, impracticable to market the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) Wells Fargo shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer or senior vice president of the Company, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct as of that specified date) and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) Wells Fargo shall have received on the Closing Date an opinion of Sidley Austin LLP, outside counsel for the Company, dated the Closing Date, in form and substance reasonably satisfactory to Wells Fargo, to the effect set forth in Schedule II hereto.

(d) Wells Fargo shall have received on the Closing Date an opinion of Lisa A. Atkins, Vice President, Managing Associate General Counsel of the Company, dated the Closing Date, in form and substance reasonably satisfactory to Wells Fargo, to the effect set forth in Schedule III hereto.

(e) Wells Fargo shall have received on the Closing Date an opinion of Davis Polk & Wardwell LLP, counsel for Wells Fargo, dated the Closing Date, in form and substance reasonably satisfactory to Wells Fargo.

The opinion of counsel for the Company described in Section 5(c) above shall be rendered to Wells Fargo at the request of the Company and shall so state therein.

(f) Wells Fargo shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to Wells Fargo and in compliance with Statement on Auditing Standards No. 72, Letters for Underwriters and Certain Other Requesting Parties, from Ernst & Young LLP, an independent registered public accounting firm, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

6. *Covenants of the Company*. The Company covenants with Wells Fargo as follows:

(a) To furnish to Wells Fargo, without charge, a conformed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to Wells Fargo during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as Wells Fargo may reasonably request.

(b) During the period mentioned in Section 6(e) or 6(f) below, before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus in connection with the offering of the Securities, to furnish to Wells Fargo a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which Wells Fargo reasonably objects.

(c) During the period mentioned in Section 6(e) or 6(f) below, to furnish to Wells Fargo a copy of each proposed issuer free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company in connection with this offering of the Securities and not to use or refer to any proposed free writing prospectus to which Wells Fargo reasonably objects.

(d) During the period mentioned in Section 6(e) or 6(f) below, not to take any action in connection with this offering of the Securities that would result in Wells Fargo or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of Wells Fargo that Wells Fargo otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the reasonable opinion of counsel for Wells Fargo, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to Wells Fargo and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Securities as in the opinion of counsel for Wells Fargo the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales of the Securities by Wells Fargo or any dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for Wells Fargo, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to Wells Fargo and to the dealers (whose names and addresses Wells Fargo will furnish to the Company) to which Securities may have been sold by Wells Fargo and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To reasonably cooperate with Wells Fargo to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as Wells Fargo shall reasonably request.

(h) To make generally available to the Company's security holders and to Wells Fargo as soon as practicable an earnings statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(i) To pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Securities (within the time required by Rule 456(b)(1), if applicable), all printing costs associated therewith, and the mailing and

delivering of copies thereof to Wells Fargo and any dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Securities to Wells Fargo, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or legal investment memorandum in connection with the offer and sale of the Securities under state securities laws and all expenses in connection with the qualification of the Securities for offer and sale under state securities laws as provided in Section 6(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for Wells Fargo in connection with such qualification and in connection with the Blue Sky or legal investment memorandum, (iv) all filing fees and the reasonable fees and disbursements of counsel to Wells Fargo incurred in connection with the review and qualification of the offering of the Securities by the Financial Industry Regulatory Authority, (v) any fees charged by the rating agencies for the rating of the Securities, (vi) the cost of the preparation, issuance and delivery of the Securities, (vii) the costs and charges of any trustee, transfer agent, registrar or depositary, (viii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of Wells Fargo and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, (ix) the document production charges and expenses associated with printing this Agreement and (x) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled "Indemnity and Contribution," and the last paragraph of Section 10 below, Wells Fargo will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable on resale of any of the Securities by them and any advertising expenses connected with any offers they may make.

(j) During the period beginning on the date hereof and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company or warrants to purchase or otherwise acquire debt securities of the Company substantially similar to the Securities (other than (i) the Securities, (ii) commercial paper issued in the ordinary course of business or (iii) securities or warrants permitted with the prior written consent of Wells Fargo).

(k) To cooperate with Wells Fargo in the preparation of a final term sheet relating to the offering of the Securities, containing only information that describes the final terms of the Securities or the offering in a form consented to by Wells Fargo, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Securities.

7. *Covenants of Wells Fargo*. Wells Fargo covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of Wells Fargo that otherwise would not be required to be filed by the Company thereunder, but for the action of Wells Fargo.

8. *Indemnity and Contribution*. (a) The Company agrees to indemnify and hold harmless Wells Fargo, its directors, officers, employees, agents and affiliates, and each person, if any, who controls Wells Fargo within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of Wells Fargo within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus, or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or the Prospectus or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to Wells Fargo furnished to the Company in writing by Wells Fargo expressly for use therein.

(b) Wells Fargo agrees to indemnify and hold harmless the Company, its directors, its officers, and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to Wells Fargo, but only with reference to information relating to Wells Fargo furnished to the Company in writing

by Wells Fargo expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus or the Prospectus or any amendment or supplement thereto, it being understood and agreed that the only such information furnished by Wells Fargo consists of the information set forth in (i) the third paragraph of text under the caption "Underwriting" on page S-30 of the Prospectus; (ii) the third sentence of the sixth paragraph of text under the caption "Underwriting" on page S-30 of the Prospectus; and (iii) the seventh paragraph of text under the caption "Underwriting" on page S-30 of the Prospectus.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by Wells Fargo, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the

indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (ii) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and Wells Fargo on the other hand from the offering of the Securities or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of Wells Fargo on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and Wells Fargo on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Securities (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by Wells Fargo bear to the aggregate initial public offering price of the Securities as set forth in the Prospectus. The relative fault of the Company on the one hand and Wells Fargo on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by Wells Fargo and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of Wells Fargo, any person controlling Wells Fargo or any affiliate of Wells Fargo or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Securities.

9. *Termination*. Wells Fargo may terminate this Agreement by notice given to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the NYSE American, the NASDAQ Global Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any general moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in Wells Fargo's judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in Wells Fargo's judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

10. *Effectiveness; Defaulting Underwriter*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date, Wells Fargo shall fail or refuse to purchase the Securities, and arrangements satisfactory to the Company for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of the Company. In any such case, the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve Wells Fargo from liability in respect of any default of Wells Fargo under this Agreement.

If this Agreement shall be terminated by Wells Fargo, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse Wells Fargo for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by Wells Fargo in connection with this Agreement or the offering contemplated hereunder.

11. *Entire Agreement*. (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and Wells Fargo with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Securities.

(b) The Company acknowledges that in connection with the offering of the Securities: (i) Wells Fargo has acted at arms length, is not an agent of, and owes no fiduciary duties to, the Company or any other person, (ii) Wells Fargo owes the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) Wells Fargo may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against Wells Fargo arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

12. *Counterparts*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. *Applicable Law; Consent to Jurisdiction; Jury Trial Waiver*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan, or the courts of the State of New York in each case located in the City and County of New York, Borough of Manhattan (collectively, the "**Specified Courts**"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth in Schedule I hereto shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transaction contemplated hereby.

14. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

15. *Notices*. All communications hereunder shall be in writing and effective only upon receipt and if to Wells Fargo shall be delivered, mailed or sent at the address set forth in Schedule I hereto; and if to the Company shall be delivered, mailed or sent to the address set forth in Schedule I hereto.

16. *Acknowledgment and Consent to Bail-In Provisions*. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understandings between Wells Fargo and the Company, each of the parties to this Agreement acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of Wells Fargo to the Company under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon; (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of Wells Fargo or another person, and the issue to or conferral on the Company of such shares, securities or obligations; (iii) the cancellation of the BRRD Liability; and (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

(b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For purposes of this Section 16:

"**Bail-in Legislation**" means in relation to the United Kingdom and a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Liability**" means a liability in respect of which the relevant Write-down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499; and

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to Wells Fargo.

17. *Recognition of the U.S. Special Resolution Regimes*.

(a) In the event that Wells Fargo becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from Wells Fargo of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that Wells Fargo or a BHC Act Affiliate of Wells Fargo becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against Wells Fargo are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 17:

"**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"**Covered Entity**" means any of the following:

a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Rights**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Very truly yours,

THE WESTERN UNION COMPANY

By: /s/ Matt Benkert
Name: Matt Benkert
Title: Senior Vice President and Treasurer

Accepted as of the date hereof

WELLS FARGO SECURITIES, LLC

/s/ Carolyn Hurley

Name: Carolyn Hurley
Title: Managing Director

[Signature Page to Underwriting Agreement]

SCHEDULE I

Indenture:	Base Indenture dated as of November 17, 2006 between the Company and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association (the "**Base Trustee**"), as supplemented by the Supplemental Indenture dated as of September 6, 2007 between the Company and the Base Trustee, the Second Supplemental Indenture dated as of May 3, 2019 between the Company and the Base Trustee and the Third Supplemental Indenture dated as of March 9, 2026 among the Company, the Base Trustee and the Trustee
Trustee:	U.S. Bank Trust Company, National Association
Registration Statement File No.:	333-290539
Time of Sale Prospectus:	1. Prospectus dated September 26, 2025 relating to the Shelf Securities 2. The preliminary prospectus supplement dated April 30, 2026 relating to the Securities 3. Final term sheet containing a description of the final terms of the Securities, filed by the Company on April 30, 2026, under Rule 433(d) of the Securities Act
Securities to be purchased:	$165,000,000 4.750% Notes due June 15, 2029

Aggregate Principal Amount:	$165,000,000 (the "Securities") The Securities offered hereby constitute a further issuance of the 4.750% Notes due 2029 that The Western Union Company issued prior to the date hereof (the "2029 Existing Securities") and will be consolidated with, and form a single series with, the 2029 Existing Securities for all purposes under the indenture governing the 2029 Existing Securities, including with respect to voting (the 2029 Existing Securities, together with the Securities, the "2029 Securities"). Upon issuance, the Securities will have the same terms as the 2029 Existing Securities (other than the issue date, price to public and interest accrued prior to the issue date of the Securities), will be fungible with the 2029 Existing Securities for U.S. federal income tax purposes and will have the same CUSIP and ISIN numbers as the 2029 Existing Securities.
Purchase Price:	98.543% of the principal amount, plus accrued interest of $1,219,166.67 from and including March 9, 2026 to, but excluding May 5, 2026
Maturity:	June 15, 2029
Interest Rate:	4.750% per annum
Interest Payment Dates:	June 15 and December 15 of each year, commencing on December 15, 2026
Closing Date and Time:	May 5, 2026, 9 a.m., New York City time
Closing Location:	Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017

Address for Notices to Wells Fargo:	Wells Fargo Securities, LLC 550 South Tryon Street, 5th Floor Charlotte, North Carolina 28202 Attention: Transaction Management Email: tmgcapitalmarkets@wellsfargo.com
Address for Notices to the Company:	7001 E. Belleview Avenue Denver, Colorado 80237 Attention: Chief Legal Officer

SCHEDULE II

Form of Opinion of Outside Counsel for the Company

SCHEDULE III

Form of Opinion of Internal Counsel for the Company

Exhibit 5.1

SIDLEY AUSTIN LLP
787 SEVENTH AVENUE
NEW YORK, NY 10019
+1 212 839 5300
+1 212 839 5599 FAX

AMERICA • ASIA PACIFIC • EUROPE

May 5, 2026

The Western Union Company
7001 East Belleview Avenue
Denver, Colorado 80237

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-3, File No. 333-290539 (the "Registration Statement"), filed by The Western Union Company, a Delaware corporation (the "Company"), with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), which Registration Statement became effective upon filing pursuant to Rule 462(e) under the Securities Act. Pursuant to the Registration Statement, the Company is issuing $165,000,000 aggregate principal amount of the Company's 4.750% Notes due 2029 (the "Securities"), which constitutes a further issuance of the 4.750% Notes due 2029 that the Company issued prior to the date hereof (the "2029 Existing Securities") and will be consolidated with, and form a single series with, the 2029 Existing Securities for all purposes under the indenture governing the 2029 Existing Securities. The Securities are being issued under a Base Indenture dated as of November 17, 2006 (the "Base Indenture"), as supplemented by the First Supplemental Indenture dated as of September 6, 2007 (the "First Supplemental Indenture") and the Second Supplemental Indenture dated as of May 3, 2019 ("Second Supplemental Indenture"), each between the Company and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as trustee (the "Base Trustee"), and as further supplemented by the Third Supplemental Indenture dated as of May 5, 2026, among the Company, U.S. Bank Trust Company, National Association, as series trustee (the "Trustee"), and the Base Trustee (the "Third Supplemental Indenture" and, together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"). The Securities are to be sold by the Company pursuant to an underwriting agreement dated April 30, 2026 (the "Underwriting Agreement") between the Company and the Underwriter named therein.

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We have examined the Registration Statement, the Indenture, the Underwriting Agreement, the Securities in global form and the resolutions adopted by the Board of Directors of the Company and resolutions of certain officers of the Company relating to the Registration Statement, the Indenture, the Underwriting Agreement and the issuance of the Securities by the Company. We have also examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and statements of the Company and other corporate documents and instruments, and have examined such questions of law, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to us for examination. As to facts relevant to the opinions expressed herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, certificates, letters and oral and written statements and representations of public officials and officers and other representatives of the Company.

Based on and subject to the foregoing and the other limitations, qualifications and assumptions set forth herein, we are of the opinion that the Securities will constitute valid and binding obligations of the Company when the Securities are duly executed by a duly authorized officer of the Company and duly authenticated by the Trustee and when the Company's corporate seal is affixed thereto, all in accordance with the provisions of the Indenture, and delivered to the purchasers thereof against payment of the agreed consideration therefor in accordance with the Underwriting Agreement.

Our opinion is subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally and to general equitable principles (regardless of whether considered in a proceeding in equity or at law), including concepts of commercial reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief.

This opinion letter is limited to the General Corporation Law of the State of Delaware and the laws of the State of New York (excluding the securities laws of the State of New York). We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws.

We hereby consent to the filing of this opinion letter as an Exhibit to the Registration Statement and to all references to our Firm included in or made a part of the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Sidley Austin LLP