

**TEXAS A&M UNIVERSITY / AGGIELAND CREDIT UNION
FIRST RESTATED FINANCIAL SERVICES AND SPONSORSHIP AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into effective as of the 30th of January, 2020 ("Effective Date") by and between the Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas ("University") and Greater Texas Federal Credit Union d/b/a Aggieland Credit Union ("Credit Union") and serves to restate the Texas A&M University / Aggieland Credit Union Financial Services and Sponsorship Agreement (the "Original Agreement") effective as of May 1, 2019 (the "Original Effective Date").

WHEREAS, University issued RFP#19-0005 *Campus Financial Services* ("RFP") and Credit Union has provided its response to RFP; and

WHEREAS, the University's intent of RFP is to 1) establish separate bank and credit union presence on the University campus in order to offer a diversity of financial services to University students, faculty and staff, with rights to market and communicate internally to the University community regarding services offered and externally regarding the affiliation established by this Agreement and 2) offer an opportunity for both bank and credit union participation in University Athletics sponsorships all as more particularly described herein; and

WHEREAS, Credit Union seeks to establish new customer relationships through its affiliation with University; and

WHEREAS, in consideration of the foregoing, the parties entered into the Original Agreement as of the Original Effective Date and now desire to restate the Original Agreement as set forth herein to accommodate that certain Sponsorship Agreement between Credit Union and Texas A&M Ventures, LLC ("Texas A&M Ventures") dated of even date herewith (the "Athletics Sponsorship Agreement"), it being understood that said Athletics Sponsorship Agreement shall replace the terms of the Original Agreement related to Credit Union's University Athletics Sponsorship except as expressly provided in this Agreement; and

WHEREAS, the following definitions apply throughout this Agreement:

"Core Credit Union Financial Products" means the following financial products and services offered by the Credit Union: (1) checking accounts, (2) debit cards, (3) direct deposit, (4) remote check deposit, (5) person-to-person payments, (6) digital wallet payments, (7) branches, (8) automated teller machines or equivalent equipment (ATMs), (9) text banking, (10) electronic bill pay, including online bill pay, mobile bill pay, and picture bill pay, (11) loan products including credit cards, personal loans, home equity loan, automobile loans, and business loans, (12) savings accounts, (13) share certificates (certificates of deposit (CDs)), (14) money market accounts, and (15) individual retirement accounts (IRAs).

"Eligible University Community Member" means enrolled and in good-standing students, faculty and staff of University as well as any employees of University's subcontractors providing landscaping, custodial, building maintenance and dining services operating on University campus.

"Credit Union Category" refers to those rights under Section 2.a and other rights as may be designated in this Agreement to distinguish Credit Union from the University's Bank Sponsor relationship resulting from the RFP.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Term.

The Term of this Agreement shall commence as of the Effective Date, continuing without interruption from the Original Effective Date, and shall terminate on April 30, 2029, unless otherwise terminated as provided in Section 24 (the "Term"). Additionally, at the written request of Credit Union or University delivered on or before the fifth anniversary of the date of this Agreement, the parties will conduct a market assessment across financial and athletic sponsorship categories to ensure the financial terms for the remainder of the Term are generally consistent with the then current market rates for similar relationships with any adjustments to the Agreement to be mutually agreed upon.

2. Rights Granted to Credit Union.

For the consideration established in Section 4, University grants to Credit Union the following rights:

- a) Credit Union shall have the exclusive right to utilize the designations of "Official Credit Union of Texas A&M," "Official Credit Union Partner of Texas A&M University," and, subject to the applicable terms of the Athletics Sponsorship Agreement, "Official Credit Union Partner of Texas A&M Athletics." This right shall include Credit Union's exclusive right to utilize any combination of the foregoing designations (e.g. "Official Credit Union Partner of Texas A&M University and Texas A&M Athletics"). The content of the Credit Union's sponsorship elements may also state that Credit Union is the "Exclusive Credit Union Sponsor" of Texas A&M, Texas A&M University, and/or Texas A&M Athletics.
- b)
 - (i) Credit Union shall have a Credit Union Category exclusive right of access to the University's Bryan and College Station campuses (the "campus" or "campuses" herein) excluding locations and buildings which are under the control of parties other than University in order to market its Core Credit Union Financial Products. In addition to Credit Union Category exclusivity, Credit Union's access and marketing rights as described herein will be generally exclusive with respect to the Core Credit Union Financial Products offered by Credit Union; provided, however, that the foregoing will not restrict the University from providing similar access and marketing rights to one bank sponsorship partner (the "University Bank Sponsor") even if the University Bank Sponsor offers the same or similar financial products (including Core Credit Union Financial Products) similar to Credit Union.
 - (ii) The rights of access will include, but not be limited to, new, transfer and international student orientation conferences, "Family Weekend," "Howdy Week," and prospective new student events. Credit Union will use commercially reasonable efforts to request access for these events at least eight (8) weeks prior to the event so as to facilitate coordination with University and the applicable sponsor of the event. Credit Union will also coordinate access to the event with the sponsor of the event so as to not impede the University's designated intention of the event. Event sponsors will determine appropriate time, place and manner to maximize Credit Union access and activation so as to integrate Credit Union, its relationship with the University, and its ability to provide Core Credit Union Financial Products to University students as a feature of the student orientation and enrollment process and related events. Additionally, Credit Union will have similar access to new employee faculty and staff engagements, presentation of financial seminars and opportunities to reach University's subcontractor employees serving the University and other events during the academic year as shall be mutually agreed upon by Credit Union and University through ongoing communications.
 - (iii) Included in this access will be the right for Credit Union to have on-campus signage in locations that are approved and designated as appropriate by the sponsoring department, program, or building

proctor and conforms to the campus signage policy. If Credit Union identifies a particular on-campus location appropriate and available for such signage, the University will work in good faith with Credit Union and the applicable sponsoring department, program, or building proctor to facilitate the placement of the signage if possible and consistent with the campus signage policy. As further described below, University and Credit Union may mutually agree as well on rights to digital marketing such as links to appropriate University websites, social media and others as may arise during the Term.

(iv) Subject to any federal or state privacy laws or University regulations which may come into effect during the Term, to support Credit Union's exercise of its marketing and access rights as described herein, the University will also provide marketing support in the form of one or more electronic lists in a mutually-agreed format containing all new and returning University student contact information and additional information as may be mutually-agreed. To the extent permitted by applicable law and subject to the other terms of this Agreement, Credit Union shall be permitted to use such information to promote its Core Credit Union Financial Products. Credit Union will not (i) use such information to promote products or services other than Core Credit Union Financial Products or (ii) sell or provide information to any third party with the University's prior written consent.

(v) Additionally, in order to provide knowledge of and access to Credit Union's Core Credit Union Financial Products, the University will, as further provided in Section 15 below and subject to the requirements thereof, provide Credit Union with marketing opportunities to communicate information directly to University faculty, staff, students and alumni, including the following: (i) to the maximum extent permitted by applicable laws and/or regulations, the University will work with Credit Union on agreed upon Credit Union materials to be disseminated by the University to University faculty, staff, students and alumni; (ii) the University will provide Credit Union a website link and prominent content on appropriate University-sponsored websites (subject to the limitations below and other limitations as may be imposed by law or by University standards); and (iii) the University will cooperate with Credit Union to provide Credit Union with opportunities to promote campus-wide events sponsored by Credit Union via University's communications systems with the University community. The foregoing marketing opportunities shall be provided to Credit Union on a basis that is exclusive for all other retail financial services providers, excluding the University Bank Sponsor, and at no out of pocket cost to University.

(vi) University and Credit Union will work cooperatively to identify additional sponsorship opportunities on the University campus, including the opportunity, at agreed intervals, to provide educational information about Credit Union's financial products and services and to promote financial literacy on the University campus. The timing, location and other details for such educational opportunities shall be subject to the prior written approval of the University, which approval will not be unreasonably withheld or unduly delayed. In addition, University will and Credit Union will work cooperatively to identify opportunities to sponsor faculty, staff, student, and alumni events on terms no less favorable than the terms offered to other sponsors for similar events and/or programs.

(vii) For clarity, University will not permit any other financial institution other than the University Bank Sponsor (referenced in Section 2.b(i) above), to promote Core Credit Union Financial Products at the University's campuses, including through the provision of educational information or the promotion of financial literacy.

(viii) Notwithstanding the foregoing, Student Affairs primary sites and social media designated for specific educational, compliance, and informational purposes for prospective students, new

students, and families will not be available for marketing of third party activation. Appropriate secondary website locations and social media outlets may be considered and approved by the sponsoring department or program. Student organizations are not subject to the terms of this Agreement and rights of access due to their constitutional right to free association. It is not an expectation that the Division of Student Affairs provide access to self-governing and independent student organizations. However, Credit Union may independently approach student organizations for sponsorship and marketing opportunities and may coordinate any agreed sponsorship and marketing activities with the student organization at Credit Union's cost. University recognizes Credit Union will pay valuable consideration to ensure an exclusive association with University and any diminution of such exclusivity impairs Credit Union's rights. Accordingly, University and through its contractual relationship with Texas A&M Ventures, will promptly oppose any efforts to associate University with another credit union but shall not include activities protected, by the First Amendment to the U.S. Constitution.

(ix) Additionally, for the avoidance of doubt, Credit Union acknowledges University's commitment to mitigate student debt and as such, that nothing in this Agreement will be construed as granting rights to market credit cards to students on campus. However, the foregoing will not be deemed to restrict Credit Union from engaging in general marketing and solicitation activities for its Core Credit Union Financial Products including credit cards consistent with its current business practices. Such activities may include credit card marketing in off-campus venues and through other non-campus-centric mediums.

- c) Credit Union shall have the Credit Union Category exclusive right and option to locate ATMs on campus, and, subject to Section 16 below, University will not permit any other financial institution other than the University Bank Sponsor to locate ATMs on campus. To the fullest extent possible, University will allow Credit Union to participate in the discussion and selection of sites as and when new ATMs are deemed by University to be needed or appropriate on campus and will give Credit Union an opportunity to present a proposal for installation of the Credit Union's ATMs to satisfy the need. If the University accepts such a proposal or the parties otherwise agree that Credit Union's ATMs should be installed, Credit Union shall cooperate with University to ensure that any agreed ATMs meet the cash needs of students and campus visitors, including visitors for large campus events. Additionally, the location of all ATMs shall in all cases be mutually agreed upon by Credit Union and University. The University may require a separate agreement detailing specific terms associated with the ATMs placed on campus.
- d) Credit Union shall have the Credit Union Category exclusive right, but not the obligation, to establish an on-campus Credit Union branch or similar facility designed to service the needs of the University community and enhance Credit Union's presence on campus. University agrees that it will not permit any other bank or credit union other than the University Bank Sponsor to establish an on-campus branch. Credit Union acknowledges University and Credit Union must agree on services to be provided to the University community, the location of any facility, and additional market-based rent for any such location (as facility location rental is not part of the current consideration of the Agreement at time of execution). However, regardless of whether Credit Union exercises its right to establish a mutually-agreed facility, Credit Union shall be the only credit union with a right to establish an on-campus branch or similar facility during the Term.
- e) (i) Credit Union shall have the right to use University Marks in connection with the promotion of the Core Credit Union Financial Products as described above and the establishment by the Credit Union of certain co-branded assets as described below but subject to the following:

University hereby grants Credit Union during the Term a Credit Union Category exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit "A" of this Agreement (collectively, the "University Marks") for the sole purpose of offering and promoting Credit Union's Core Credit Union Financial Products to University community and marketing the affiliation established by this Agreement. In addition to Credit Union Category exclusivity, Credit Union's license in the University Marks as described herein will be generally exclusive with respect to the Core Credit Union Financial Products offered by Credit Union; provided, however, that the foregoing will not restrict the University from licensing or continuing to license the University Marks to the University Bank Sponsor even if the University Bank Sponsor offers the same or similar financial products (including Core Credit Union Financial Products) to Credit Union. All applications of the University Marks by the Credit Union must conform to Exhibit "A," along with any specifications established by the University which specifications may be amended from time to time. Credit Union will make no other use of the University Marks or any other trademark or trade name owned by or associated with the University without, in each case, University's prior explicit written consent. Credit Union shall deliver all card designs and all promotional and informational materials prepared by Credit Union that contain any University Mark to University prior to publication for University's prior written consent which consent shall not be unreasonably withheld or unduly delayed.

(ii) Credit Union acknowledges and agrees that University is the owner of the University Marks, that the limited right to use the University Marks does not confer upon Credit Union any license or right of ownership of the University Marks, and all use of the University Marks by Credit Union will inure to the benefit of University. Accordingly, Credit Union's limited right to the use of the University Marks solely for the purposes described in Section 2.e(i) above, and Credit Union shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the University Marks or the right of the University thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the University Marks or any mark, design or logo intended to identify the University. Upon expiration or termination of this Agreement for any reason, Credit Union will cease use of the University Marks or any variation of the University Marks on promotional and informational materials prepared by Credit Union in connection with this Agreement by the end of a reasonable transition period not to exceed one hundred and eighty (180) days following expiration or termination (the "Transition Period"). The parties acknowledge that, during the Transition Period, Credit Union will use reasonable efforts to update its marketing materials and engage in other appropriate re-branding efforts and agree that the full license in the University Marks as described herein will continue during the Transition Period to facilitate this transition.

(iii) University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a trade name, trademark or mark. If there is any claim against University or Credit Union that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Credit Union's right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to University or Credit Union, or in the event University agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then University agrees, to the extent authorized by the Constitution and laws of the State of Texas, to indemnify Credit Union against any expenses Credit Union incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the

limitation of liability set forth in Section 18. University further agrees to indemnify Credit Union against all liabilities Credit Union incurs to third parties (including, without limitation damage awards obtained by such third parties against Credit Union), together with Credit Union's reasonable costs of defending against such liabilities arising from Credit Union's use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the University, Credit Union agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Credit Union, or where University agrees to discontinue use of the marks in order to resolve the claim.

- f) In addition to the foregoing rights, Credit Union shall have the right to an exclusive University athletics sponsorship in the Credit Union Category as further described in the Athletics Sponsorship Agreement (the "University Athletics Sponsorship"). The foregoing rights and the other Credit Union rights set forth in this Agreement shall extend and apply to the rights granted to Credit Union in the Athletics Sponsorship Agreement to the extent necessary for Credit Union to exercise the rights as set forth in the Athletics Sponsorship Agreement. If for any reason (i) University terminates its relationship with Texas A&M Ventures or takes any other action that would require Texas A&M Ventures to terminate or materially reduce the rights granted to Credit Union under the Athletics Sponsorship Agreement or (ii) Credit Union terminates the Athletics Sponsorship Agreement under Paragraph 7.a thereof, the parties will cooperate to minimize any impact to Credit Union, including by working in good faith to amend or reform this Agreement in a way that would allow Credit Union to continue exercising its University Athletics Sponsorship rights under the terms hereof.

3. Grant to Use Credit Union Name and Marks. Credit Union hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit "B" of this Agreement (collectively, the "Credit Union Marks") on all promotional and informational materials prepared by University relating to the rights granted to Credit Union under this Agreement or product and/or services offered by the University in connection with such rights. University agrees that all products and/or services offered in connection with this Agreement shall be of a nature and quality commensurate with the nature and quality of the Core Credit Union Financial Products. University shall deliver all designs and all promotional and informational materials prepared by University that contain any Credit Union Mark to Credit Union prior to publication for Credit Union's prior written consent and University will make no other use of Credit Union Marks without Credit Union's prior written consent.

University acknowledges and agrees that Credit Union is the owner of the Credit Union Marks, that the limited right to use the Credit Union Marks does not confer upon University any license or right of ownership of the Credit Union Marks and all use of the Credit Union Marks will inure to the benefit of Credit Union. Accordingly, University's limited right to use of the Credit Union Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, University will immediately cease any and all use of the Credit Union Marks or any variation of the Credit Union Marks

Credit Union does not make, and hereby disclaims, any representations or warranties with respect to the Credit Union Marks, or with respect to whether such Credit Union Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Credit Union Marks or design as a trade name, trademark or service mark. If there is any claim against Credit Union or University that the Credit Union Marks or any modifications thereof, as authorized by Credit Union, infringe the rights of another party, Credit Union will, at its own expense, defend University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Credit Union or University, or in the event Credit Union agrees to discontinue its use of the marks in order to

resolve any such claim, which it shall have the right to do in its sole discretion, then Credit Union agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 18. Credit Union further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University's reasonable costs of defending against such liabilities (including attorney fees), arising from University's use of the Credit Union Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Credit Union, University agrees to immediately discontinue the use of any Credit Union Marks where there has been a claim of infringement and the claim has been resolved adversely to Credit Union or University, or where Credit Union agrees to discontinue use of the marks in order to resolve the claim.

4. Payments.

In consideration of the license and grant of rights from the University to the Credit Union described in the balance of this Agreement, Credit Union will make the payments as noted below. Unless otherwise required by the University, all payments will be invoiced by and remitted to Texas A&M Ventures.

a. Initial Payment

The parties acknowledge that Credit Union made a one-time payment in the amount of \$300,000.00 within sixty (60) days of the Original Effective Date as required by the Original Agreement. This initial payment represents the value associated with activation of University Marks with additional campus messaging upon contract signature.

b. Campus Access/Operational Support Payment/Marketing

The parties acknowledge that, for the rights associated with Section 2.b, Credit Union remitted its initial annual payment noted in Table 1 within sixty (60) days of the Original Effective Date as required by the Original Agreement. Credit Union shall continue to make this annual payment in the applicable amount noted in Table 1 on the anniversary of the Original Effective Date for a total of ten (10) annual payments.

c. Scholarships

The parties acknowledge that Credit Union has already remitted its initial annual scholarship payment of \$10,000.00 noted in Table 1 for University scholarships. Credit Union shall continue to make this annual \$10,000.00 payment noted in Table 1 on the anniversary of the Original Effective Date for a total of ten (10) annual payments. Credit Union and University will mutually agree on use of scholarship funds. Subject to additional discussion as the use of scholarship funds is mutually-determined, University will, at a minimum, prominently acknowledge Credit Union's support through naming of the scholarships to include the Credit Union name and Credit Union Marks, when possible, and via the University's media, including its website, printed materials and school events.

d. ATM Rent

Subject to Section 16 below, should Credit Union provide ATMs in accordance with Section 2.c above or otherwise to meet demand or at the request of University, Credit Union and University agree to cooperatively negotiate an ATM revenue structure and amend this Agreement accordingly.

e. Campus Location

In the event University and Credit Union agree an on-campus Credit Union branch or similar facility as described in Section 2.d above, Credit Union and University will negotiate in good-faith with respect to a then current market rate (based on the then-current market rates for similar

locations in the College Station, Texas area) for Credit Union's use of University space. Upon agreement, this Agreement will either be amended to reflect an additional payment under this Section 4.e or the parties will enter into a mutually-agreeable lease agreement for the location reflecting the negotiated rent.

f. Use of Marks and IP Rights

The parties acknowledge that, for the rights associated with Section 2.a and 2.e, Credit Union remitted its initial annual payment noted in Table 1 within sixty (60) days of the Original Effective Date as required by the Original Agreement. Credit Union shall continue to make this annual payment in the applicable amount noted in Table 1 on the anniversary of the Original Effective Date for a total of ten (10) annual payments.

Payment Schedule – Table 1

Agreement Year	Campus Access Operational Support Campus Marketing	Scholarships	IP Rights/Marks
Original Contract Execution	One-time = \$300,000		
Year 1 – 2019-20	Initial Payment = \$100,500	\$10,000	\$179,500
Year 2 – 2020-21	\$101,505	\$10,000	\$181,295
Year 3 – 2021-22	\$102,520.05	\$10,000	\$183,107.95
Year 4 – 2022-23	\$103,545.25	\$10,000	\$184,939.03
Year 5 – 2023-24	\$104,580.70	\$10,000	\$186,788.42
Year 6 – 2024-25	\$105,626.51	\$10,000	\$188,656.30
Year 7 – 2025-26	\$106,682.78	\$10,000	\$190,542.87
Year 8 – 2026-27	\$107,749.60	\$10,000	\$192,448.30
Year 9 – 2027-28	\$108,827.10	\$10,000	\$194,372.78
Year 10 – 2028-29	\$109,915.37	\$10,000	\$196,316.51

g. Athletics Sponsorship

The parties acknowledge that, for the University Athletics Sponsorship described in Section 2.f, above, Credit Union remitted an initial annual payment of as referenced in the Texas A&M Ventures contract within sixty (60) days of the Original Effective Date as required by the Original Agreement. Subsequent annual payments shall be made by Credit Union in accordance with the Athletics Sponsorship Agreement.

5. Core Credit Union Financial Products. During the Term, Credit Union will provide in accordance with this Section 5 Core Credit Union Financial Products for Eligible University Community Members who have requested such Products and who meet Credit Union's usual underwriting and other requirements. With respect to Core Credit Union Financial Products consisting of account products and related assets, these requirements include without limitation a minimum opening deposit as described on Credit Union's fee/requirement schedule and/or website. Nothing herein prohibits Credit Union from closing any Core Credit Union Financial Products in accordance with its standard procedures.

- a) Some Eligible University Community Members may not be eligible for Core Credit Union Financial Products due to prior negative banking history, or other requirements as Credit Union may establish from time to time in accordance with applicable law or Credit Union policy. For Eligible University Community Members which are traditionally "unbanked" staff of University subcontractors, Credit Union will use all reasonable efforts to offer such Products within its portfolio as consistent with Credit Union's response to the RFP.

- b) Enrolled Eligible University Community Members may select any Core Credit Union Financial Product for which they may be eligible.
- c) The Core Credit Union Financial Products will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to Credit Union products of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of the Agreement.
- d) Should the University request or if the Credit Union desires, Credit Union shall provide at its own expense an informational web page, maintained by Credit Union on its website, with a customized URL residing on the University website, dedicated to the Core Credit Union Financial Products, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Credit Union shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of University to provide any required approval. The website shall provide information as mutually agreed by University and Credit Union, which may include the following features:
 - i) Information about Core Credit Union Financial Product offerings for Eligible University Community Members;
 - ii) Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number;
 - iii) Link to log-in for secure online banking session; and
 - iv) Information about and links to other Credit Union related products and services.
- e) University acknowledges that Credit Union reviews and revises the terms, conditions, and pricing generally applicable to its financial products from time to time and agrees that nothing in this Agreement prohibits Credit Union from making the same changes to the Core Credit Union Financial Products that it makes generally to its financial products of the same class.

6. Account Opening. Accounts associated with Core Credit Union Financial Products (collectively, “Credit Union Accounts”) may be opened by Credit Union using Credit Union personnel anywhere permitted by applicable law and regulations; provided however, that University shall have the right to determine where, on the University’s premises, such accounts may be opened. Credit Union will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting Credit Union Account applications from Eligible University Community Members. Credit Union may accept deposits to Credit Union Accounts anywhere and by any means permitted by law, including without limitation Credit Union’s offices, mobile branches and messengers, and ATMs or other electronic means of accepting deposits.

Credit Union shall be responsible for obtaining information from the applicable Eligible University Committee Member in connection with the Credit Union Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Credit Union.

Credit Union has the right to refuse to open any Credit Union Account. Credit Union personnel shall provide support for the implementation of all Core Credit Union Financial Products, including the opening of Credit Union Accounts for Eligible University Community Members. Additional Credit Union personnel will be available and assigned as reasonably needed and as mutually agreed upon to support the Core Credit Union Financial Products during peak activity times, such as the initial re-carding process and first year student orientations.

7. Co-Branded Assets. The parties acknowledge that certain assets associated with the Core Credit Union Financial Products including cards, checks, and specialty items including marketing items (collectively "Assets") may be designated by Credit Union as a "Co-Branded Asset." Where possible, Co-Branded Assets shall conform to the following specifications:

The front side of the Co-Branded Asset can include the University Mark and design mutually selected by the parties. The Co-Branded Asset will also include the Credit Union Mark and any additional information deemed necessary by Credit Union to ensure functionality and compliance with applicable law and network rules.

Credit Union shall be responsible for any costs associated with the new design of any Co-Branded Asset. While University shall cooperate with Credit Union to create any Co-Branded Asset design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove Credit Union's design when it reasonably finds the design to adversely impact the professional image or reputation of University or to be otherwise disadvantageous to University. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of a Co-Branded Asset shall be subject to approval by Credit Union and any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on a Co-Branded Asset without prior Credit Union approval.

It is the University's responsibility to conduct a trademark/service mark search of any new campus card name (and logo if applicable) associated with a Co-Branded Asset, if applicable. Credit Union will assist University at University's expense with an initial trademark/service mark search if requested by University. University agrees, to the extent permitted by the Constitution and laws of the State of Texas, to indemnify and hold Credit Union harmless against all claims, liabilities and judgments Credit Union may incur to third parties in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and University elects to use the name or card design. Credit Union reserves the right to change Asset specifications from time to time based on new technology and in accordance with Credit Union's policies and procedures.

8. Core Credit Union Financial Product Asset Costs. Credit Union will pay for the cost of the Core Credit Union Financial Product Assets including Co-Branded Assets issued to Eligible University Community Members during the Term of the Agreement.

9. Post-Conversion Changes to Co-Branded Assets. University reserves the right to make alterations within a mutually agreed upon time to the University Marks included on any Co-Branded Assets which may require re-issuance of the affected Assets, in which case University would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Credit Union will dedicate the number of staff necessary to implement and maintain Credit Union's financial services throughout any re-issuance effort. University agrees that said changes will not diminish the Core Credit Union Financial Products provided by Credit Union hereunder and that it will notify Credit Union of proposed alterations within a reasonable time prior to the required implementation date.

10. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a Core Credit Union Financial Product Asset consisting of a Credit Union Account card (a "Card") be lost or stolen, the Credit Union shall provide for a system to immediately disable, upon notification of the loss or theft, the Card's capability for processing transactions through the Credit Union Account. Credit Union shall provide Card holders, without cost to the University, a toll-free phone number for the purposes of notifying the Credit Union of lost and stolen Cards. Such system of notification and account disablement shall be available twenty-four

hours a day, seven days a week. Credit Union shall also respond to lost/stolen card reports made in-person to Credit Union representatives during regular Credit Union business hours.

Credit Union shall assume financial liability for transactions conducted with lost or Cards in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Credit Union's general population of checking account customers located in the state of Texas.

11. Persons No Longer Eligible University Community Members. Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the Core Credit Union Financial Products, University shall not be required to collect the Assets associated with those Products; nor shall the Asset user be required to forfeit the Assets associated with those Products. Credit Union may or may not discontinue the Core Credit Union Financial Products of any individual no longer qualifying as an Eligible University Community Member.

12. Disposition of Assets Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding Co-Branded Assets are not required to be replaced by University or required to be forfeited by the Asset user. Further, upon termination or expiration of this Agreement, Credit Union may continue to facilitate the use Co-Branded Assets then in circulation. However, with respect to Co-Branded Cards, Credit Union shall use reasonable efforts to transfer access to Credit Union Accounts from the Co-Branded Card to alternative Credit Union access devices as Co-Branded Cards expire or need to be replaced. Other Co-Branded Assets including checks may be used until the supply of the applicable Co-Branded Assets is depleted. Credit Union will be deemed to have a limited license in the University Marks for the foregoing purposes.

The parties shall cooperate with each other in the transition of operations to any successor to the promotional program described in this Agreement, including but not limited to providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition. Information concerning individual account holders is considered by Credit Union to be confidential financial information. In accordance with Credit Union policy, such data will not be provided to any such successor.

13. Vendor Support. Credit Union plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. University has no responsibility for, and no relationship with, third party vendors accepting the Core Credit Union Financial Product Assets as a result of this Agreement.

14. Compliance with Applicable Law and Regulations. The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by the Credit Union and all laws and regulations related to the protection and security of any personal information gathered by the Credit Union, such as the Gramm Leach Bliley Act. For purposes of this Agreement, Credit Union will be considered the "issuer" of the Core Credit Union Financial Products and their related Assets as applicable to electronic funds transfers to or from any Credit Union Account and to the performance of any other financial transactions involving a Credit Union Account. Credit Union will be responsible to the Card holder for any unauthorized or erroneous transaction involving the associated Credit Union Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. University will not be responsible to Credit Union or to any Card holder for any liability arising from Credit Union's issuer responsibilities or for losses to any Credit Union Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a Credit Union Account caused by University. In connection with the direct deposit of guaranteed student

loan disbursements and other student financial aid or other University disbursements into the Credit Union Accounts, if any, University will comply with all applicable laws and regulations

15. Marketing. In connection with the general marketing rights granted in Section 2.b above, Credit Union and University shall fully cooperate and shall work in conjunction to promote the Core Credit Union Financial Products through various marketing efforts described in this Agreement. Both Credit Union and University shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the Core Credit Union Financial Products under this Agreement. In cooperation with Credit Union, University will promote the Core Credit Union Financial Products to Eligible University Community Members through various communication channels available to University. University will provide Credit Union with the opportunity to provide information about the Core Credit Union Financial Products to existing University students and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. University and Credit Union will mutually agree upon direct mail and email communication strategies, and University will send these communications on Credit Union's behalf. Marketing and messaging shall not interfere with, impede, or distract from the intended messages in the program or event specific publications. Letters, flyers, and inserts must be provided in a reasonable time to allow coordination and integration of information into New Student Conference packets by the event sponsor.

Additionally, in connection with the general access rights granted in Section 2.b above, Credit Union will actively participate in New Student Conferences, as mutually agreed and where appropriate, including but not limited to the presence of Credit Union representatives (number of representatives present determined by the event sponsor) and presentations at New Student Conferences. Credit Union presence and presentations will be coordinated by the sponsor of the event so as to not impede the flow or designated intention of the event. Event sponsor, with Credit Union input, will determine appropriate time, place, and manner to maximize Credit Union access. University agrees to cooperate with Credit Union exclusively in the expansion of Core Credit Union Financial Products available to Eligible University Community Members including but not limited to the above marketing efforts and "tabling" on campus. "Tabling" on campus must be approved and coordinated by the event/program sponsor or building proctor. Event sponsors, with Credit Union input, will determine appropriate time, place, and manner to maximize Credit Union access and activation. Event sponsor will provide one table and two chairs.

16. Campus ATMs. In connection with the ATM rights granted in Section 2.c above, Credit Union acknowledges that the University Bank Sponsor will have a retail banking presence on campus and that co-location or proximity of ATMs may be required as University students, faculty and staff may request. In the event Credit Union should decline an ATM placement opportunity as may be requested by University, University may engage with the University Bank Sponsor or third party provider that is not a bank or credit union to meet a temporary or permanent placement demand.

17. Insurance. Credit Union represents and warrants that at all times during the Term, Credit Union shall maintain commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with Credit Union operating guidelines. Credit Union shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such to University upon request. Credit Union represents that the financial strength, integrity and contractual obligations of Credit Union provide protection for its customers with respect to risk associated with the products and services to be provided by Credit Union. Credit Union further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Credit

Union has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

University represents and warrants that at all times during the Term, University shall maintain through its self-insurance program comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with its operating guidelines. During business hours following reasonable request, University shall allow Credit Union to review such documents as are available pursuant to Public Records Laws to verify the existence and funding supporting said self-insurance program.

18. Liability. Credit Union will exercise reasonable care in providing electronic funds transfer services and other services to Card holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond Credit Union's reasonable control. Credit Union's liability with respect to electronic funds transfer services and all other applicable services provided to its members is in all cases subject to Credit Union's member or share participation agreement, electronic fund transfer agreement and disclosure, card agreement, or other terms and disclosures applicable to the service at issue (the "Applicable Credit Union Terms").

Without limiting the generality of the foregoing, Credit Union does not control, and, except as provided in Regulation E and state law to the extent applicable, is not responsible to University for any error, act, or omission with respect to ATMs or POS terminals not owned and operated by Credit Union.

Additionally, Credit Union does not undertake to ensure that Card holders will at all times be able to successfully accomplish transactions with Credit Union by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with Cards, Card holders' Credit Union Account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Credit Union's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Credit Union will have no liability as a result. Credit Union will, however, exercise reasonable care to promptly reinstate service.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR EITHER PARTY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. UNIVERSITY AGREES TO THE FOREGOING LIMITATION OF LIABILITY TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS.

19. Representations and Warranties; Board Approval. Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Regents, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement

and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

20. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Credit Union and its members and relevant to the performance of this Agreement will be available for examination and audit by the Credit Union and/or its regulators.

21. Exclusivity. As noted in the preamble to this Agreement, the RFP issued by University is intentionally designed to establish a bank and credit union presence on University's campus. Credit Union is granted the right of exclusivity in the credit union category and the other exclusive rights described in Section 2 above, and University Bank Sponsor will be granted similar exclusive rights for its category which will include, but not be limited to, rights to market internally to the campus and externally on its affiliation with University, offer its financial products, including the associated Co-Branded Assets as described herein, as well as other applicable rights to University Marks.

22. Confidentiality. University may be provided certain information concerning Credit Union and/or its affiliates or customers, or other information Credit Union deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Credit Union may be provided certain information that University deems proprietary or confidential pursuant to the law or University policy. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:

- a) Except for Credit Union's Member Information described below, which shall automatically be deemed to be Confidential Information of Credit Union, all information deemed confidential or proprietary by a party shall be clearly labeled "Confidential Information" or otherwise identified as "Confidential Information" in writing contemporaneous with furnishing such Confidential Information to the other party.
- b) Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.
- c) Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.
- d) In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law. Credit Union acknowledges University is subject to the provisions of the Texas Public Information Act, Texas Government Code, Chp 552.
- e) The parties agree to comply with the applicable requirements of any applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and

confidentiality of Credit Union's Confidential Information, including the Member Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Credit Union member. These confidentiality and security provisions shall survive the termination of this Agreement.

- f) Throughout the Term, University and Credit Union shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all Member Information, if any, delivered by the University to the Credit Union pursuant to this Agreement. University or Credit Union, as appropriate, shall promptly notify the other party, in writing, of each instance of (i) unauthorized access to or use of that Member Information that could result in substantial harm or inconvenience to a member of the Credit Union who is an Eligible University Community Member enrolled in the Credit Union's services through the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that Member Information.

In addition, Credit Union's member lists or other personally identifiable information or other sensitive information relating to Credit Union's membership including names of Eligible University Community Members obtaining Core Credit Union Financial Products (collectively "Member Information") are Credit Union's Confidential Information, for which Credit Union retains exclusive ownership and right during the Term. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list comprised of Eligible University Community Members who have obtained Core Credit Union Financial Products from Credit Union if such use was for a purpose prohibited by this Section 22; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Credit Union the notice required under subsection d, if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, the parties shall either return if requested or otherwise destroy Confidential Information including documents, data and other information provided to each other in connection with this Agreement. Notwithstanding any provision herein to the contrary, Credit Union shall be permitted and shall retain such University Confidential Information for so long as: (i) is required by law; or (ii) as may be consistent with its normal business practices not to exceed five years, unless otherwise required by law.

23. Equipment. Credit Union is responsible for providing at its cost any equipment and systems programming necessary to offer the Core Credit Union Financial Products and otherwise perform the activities contemplated hereunder. Credit Union is responsible for providing any additional needed data lines and installation at its cost. Credit Union shall at its cost be responsible for ensuring regular maintenance and service of all equipment provided by Credit Union, such service to be promptly available 24 hours per day, seven days per week basis. Equipment service personnel must be easily identifiable as such. Credit Union shall be responsible for damage and loss to equipment or its contents due to vandalism, robbery, or any other actions or cause. University will provide security personnel to protect the equipment at the same level it customarily provides to the University campus in general.

24. Termination.

- a) This Agreement may be terminated by either party (the "Non-Defaulting Party") upon notice to the other party (the "Defaulting Party") upon the Defaulting Party's material breach of any provision of this Agreement and failure to cure the breach within 60 days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the

Defaulting Party. In the event the Defaulting Party is in good faith unable to cure such material breach within 60 days, it shall commence the cure in a commercially reasonable manner and notify the Non-Defaulting Party of the anticipated cure date which in no event shall be later than 120 days from the material breach or if either party commits acts of misconduct which are illegal, unethical, immoral, or scandalous that are deemed by the other party to be detrimental to its reputation, image, mission, or integrity.

- b) This Agreement may be terminated by either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.
- c) This Agreement may be terminated by either party at any time following a good faith attempt to appropriately amend / reform the Agreement if: (i) the offering of Core Credit Union Financial Products or associated operation hereunder has or threatens to have a material adverse financial impact on Credit Union or University due to a change in applicable law, regulation, rule or policy applicable to Credit Union or University; or (ii) Credit Union is notified by a regulatory agency, or otherwise becomes aware, that any aspect of it Core Credit Union Financial Products or operations hereunder do not comply with any applicable law, regulation, rule or policy applicable to Credit Union or University.
- d) This Agreement may be terminated by University upon sixty (60) days' prior written notice to Credit Union in the event: (i) University receives excessive complaints from students regarding the Core Credit Union Financial Products that they have obtained and Credit Union and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Credit Union in connection with the Core Credit Union Financial Products are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial products, and such determination by University is supported by data based on the relevant market, which shall be provided to Credit Union for review prior to termination.
- e) This Agreement may be terminated by Credit Union upon sixty (60) days' prior written notice to University in the event (i) University terminates its relationship with Texas A&M Ventures or takes any other action that would require Texas A&M Ventures to terminate or materially reduce the rights granted to Credit Union under the Athletics Sponsorship Agreement or (ii) Credit Union terminates the Athletics Sponsorship Agreement under Paragraph 7.a thereof, and, in either event, Credit Union is therefore unable to continue exercising its University Athletics Sponsorship rights despite the parties' good faith efforts to amend or reform this Agreement to allow Credit Union's continued exercise of such rights.
- f) In the event University terminates the Agreement prior to April 30, 2029 for any reason other than those stated in subsections a, b, c, or d or if Credit Union terminates this Agreement pursuant to subsection a, b, or e of this Section 24, University shall refund Credit Union as follows: (1) the initial \$300,000 payment shall be refunded on a straight line prorated basis where the refund amount is calculated by multiplying \$300,000 by a fraction, the numerator of which is the number of days remaining from the termination date to the end of the original Term and the denominator of which is the total number of days in the original Term as provided in this Agreement; and (2) the annual payments for the then-current Contract Year shall be refunded on a annual prorated basis where the refund amount is calculated by multiplying the total annual payments by a fraction, the

numerator of which is the number of days remaining from the termination date to the end of the then-current Contract Year and the denominator of which is 365.

25. Assignment. This Agreement may not be assigned by either party in whole or in part, other than by operation of law, without in each event the other party's prior written consent. Any such permitted assignment will not, in any event, release the party from its obligations hereunder. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change.

26. Subcontractors. Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Credit Union subcontractor and University unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, University acknowledges that certain Core Credit Union Financial Products to be provided by Credit Union may be supplied by or through Credit Union's parent corporation, entities directly or indirectly owned or controlled by Credit Union or its subsidiaries, entities affiliated with Credit Union or owned or controlled by entities affiliated with Credit Union, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

27. Notices. Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Credit Union:

Greater Texas Federal Credit Union
Attn: President & CEO
6411 North Lamar Blvd.
Austin, TX 78752

If to University:

For purposes of notice and payment:
Texas A&M University
Vice President for Brand Development
1137 TAMU
College Station, TX 77843-1137

With copies of notices to:
Texas A&M University
Contract Administration
1182 TAMU
College Station, TX 77843-1182

If in regard to Athletic Sponsorship:

Notice to be delivered in accordance with the Athletics Sponsorship Agreement

28. Amendments and Waiver. This Agreement may be amended only in writing signed by both parties. In the event of a default by either party under this Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will not result in a waiver of the party's rights with respect to the same or any subsequent breach by the breaching party.

29. Governing Law. The laws of the State of Texas shall govern this Agreement. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Credit Union and an Eligible University Community Member regarding any Core Credit Union Financial Products or other Credit Union product or service in which the Eligible University Community Member is enrolled.

30. Force Majeure. The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, acts or threats of terrorism, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay. Any relief granted shall be limited to an extension of delivery dates or times of performance.

31. Relationship of Parties. No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

32. Entire Agreement; Conflicts. Except as expressly provided herein, this Agreement, RFP#19-0005, and Credit Union's proposal and Best and Final Offer constitute the entire agreement between the parties. Credit Union's Best and Final Offer is attached as Exhibit "E," and the terms of Credit Union's Best and Final Offer shall control over any terms of RFP#19-0005 or Credit Union's initial proposal to the contrary. However, in the event of any conflict in the terms of this Agreement, RFP#19-0005, or Credit Union's proposal and Best and Final Offer, this Agreement shall control. While the University is not a party to the Athletics Sponsorship Agreement, the parties acknowledge that neither this Agreement nor the RFP#19-0005 nor Credit Union's proposal or Best and Final Offer shall serve to supersede the Athletics Sponsorship Agreement and that the Athletics Sponsorship Agreement shall be construed in a manner that is consistent with this Agreement, RFP#19-0005, and Credit Union's proposal and Best and Final Offer to the fullest extent possible.

33. Information System General Security

- a) University and its employees shall comply with all Credit Union security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Credit Union's premises.
- b) With regard to any computer system owned, controlled, or used by University or any agent or subcontractor of University, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Credit Union or which is used to store any Credit Union's software or data, University shall comply with all Credit Union's security policies, procedures, and standards governing or related to the connection or access to Credit Union's computer systems as it may promulgate from time to time so long as University receives notice of such policies, procedures, and standards, and any relevant changes.
- c) In addition, University agrees: (i) not to alter any hardware or software security residing on any Credit Union's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Credit Union's networks. In addition to any other rights Credit Union may have under this Agreement, Credit Union may terminate an unauthorized access.

34. Taxpayer Identification Number. University shall provide Credit Union with a duly dated and executed certification of taxpayer identification number in the form attached as Exhibit "C."

35. License to Establish Link to Credit Union Web Site. University would like to use the Credit Union logo on the University Internet web site as a link to Credit Union's web site at aggielandcu.org and has requested Credit Union's consent.

Credit Union hereby grants to University a worldwide, non-exclusive right and license to establish a normal (href) text based link on an appropriate University website to the www.aggieandcu.org home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not “frame” the Credit Union web pages inside the University web site. Credit Union also hereby grants to University a non-exclusive right and license to use the Credit Union logo (“the Logo”) on the University Internet web site located at www.sbs.tamu.edu for the exclusive purpose of linking from the University website to www.aggieandcu.org. University agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of Credit Union and that any and all uses by University of the Logo shall inure to the benefit of Credit Union.

University acknowledges that Credit Union may terminate the above right to link and the right to use the Logo if the content or structure of the University web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Credit Union, University removes the materials to which Credit Union objects or revises the University web pages and/or site to return to the original format or a format that is acceptable to Credit Union. If the above right to link and use the Logo is terminated, University agrees to remove the link from the University web page to the Credit Union web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Credit Union. University agrees that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Credit Union may monitor the University use of the Logo on the University web site. University agrees that any University web page featuring banking information must be accompanied by required banking disclosures, as such will be provided by Credit Union to University. University shall deliver all web pages that reference Credit Union and/or contain the Logo to Credit Union prior to publication for Credit Union’s consent.

This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to University, are non-transferable by University, do not convey any sublicensing rights to University, and shall not inure to the benefit of any successor in interest of University. This license to use Logo shall be binding upon and inure to the benefit of Credit Union’s successors and assigns. All rights not specifically granted or licensed to University are reserved to Credit Union.

36. Student Loan Representation and Warranty. University and Credit Union represent and warrant to one another that the pricing and other terms and conditions for the services provided under this Agreement are unrelated to whether the University refers student loans to Credit Union and to the amount of any such referrals. The parties further represent and warrant that payments made by Credit Union to University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

37. Title IV Representation and Warranty. University and Credit Union represent and warrant that Credit Union Accounts are not being opened by University on behalf of any Eligible University Community Members, University is not establishing a process for Eligible University Community Members follow to open Credit Union Accounts, and University is not in any way assisting Eligible University Community Members in opening Credit Union Accounts. Further, the Credit Union Accounts contemplated hereunder are not being established for the purpose of University’s disbursement of Title IV funds and any associated Cards are not issued by Credit Union for the specific purpose of receiving Title IV funds.

38. Dispute Resolution. Credit Union must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required

prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Credit Union must submit written notice of a claim of breach of contract to the University Contracts Officer of University.

39. Representations and Warranties of Credit Union. If Credit Union is a business entity, Credit Union warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Credit Union has been duly authorized to act for and bind Credit Union.

40. Franchise Tax Certification. If Credit Union is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Credit Union certifies that it is not currently delinquent in the payment of any franchise taxes or that Credit Union is exempt from the payment of franchise taxes.

41. Eligibility Certification. "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

42. Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, Credit Union agrees that any payments owing to Credit Union under this Agreement may be applied directly toward certain debts or delinquencies that Credit Union owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

43. Delinquent Child Support Obligations. "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

44. Products and Materials Produced in Texas. With respect to all goods purchased pursuant to this Agreement, Credit Union represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

45. Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then University will issue written notice to Credit Union and University may terminate this Agreement without further duty or obligation hereunder. Credit Union acknowledges that appropriation of funds is beyond the control of University.

46. State Auditor's Office. Credit Union understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Credit Union agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Credit Union will include this provision in all contracts with permitted subcontractors.

47. Non-Waiver. Credit Union expressly acknowledges that University is an agency of the State of Texas and that nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

48. Non Financial Interest. To the best of Credit Union's knowledge, no member of the Board of Regents of The Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

49. Supplier Certification regarding boycott of Israel. Pursuant to Chapter 2270, Texas Government Code, Credit Union certifies Credit Union 1) does not currently boycott Israel and 2) will not boycott Israel during the term of this Agreement. Credit Union acknowledges this Agreement with University may be terminated if this certification is inaccurate.

50. Supplier certification regarding business with certain countries and organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Credit Union certifies Credit Union is not engaged in business with Sudan, Iran or a foreign terrorist organization. Credit Union acknowledges This Agreement with University may be terminated if this certification is inaccurate.

51. Consent to Release Student Identity Information. Prior to releasing to Credit Union personal identity information concerning each Eligible University Student, University agrees to meet the requirements of the Family Educational Rights and Privacy Act (FERPA) and any other laws and regulations protecting the privacy of student education records. By signing this Agreement, including the letter attached as Exhibit "D," University and Credit Union, respectively represent each is in compliance and will remain in compliance during the Term of this Agreement with FERPA and any other laws and regulations protecting the privacy of student education records.

52. Effect of Restated Agreement. This Agreement shall serve to restate the Original Agreement in its entirety, and the Original Agreement shall be deemed terminated as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates designated below.

Greater Texas Federal Credit Union d/b/a Aggieland Credit Union

Signature: Howard N. Baker, II
Howard N. Baker, II
President and CEO

Date: 2/5/2020

Texas A&M University, an agency of the State of Texas

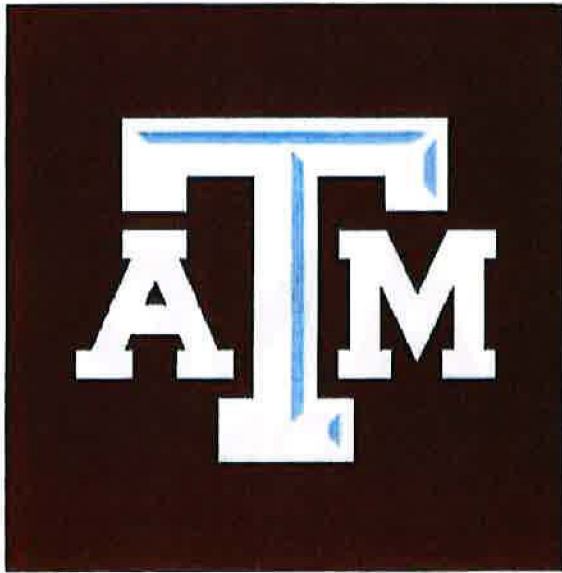
Signature: Jerry R. Strawser FOR JERRY STRAWSER
Jerry R. Strawser
Executive Vice President and CFO

Date: 1/30/2020

**EXHIBIT A
UNIVERSITY MARKS**

Credit Union will have a license in and access to the following University Marks, and other University Marks during the Term subject to University approval, for the purposes set forth in the Agreement and the Credit Union's Best and Final Offer is attached as Exhibit "E" to the Agreement:





®



Texas A&M University
Texas A&M Aggies
Texas A&M
Howdy!
Gig 'Em
12th Man

Home of the 12th Man
Aggie
Aggies
BTHO
TAMU

**EXHIBIT B
CREDIT UNION MARKS**

University will have a license in and access to the following Credit Union Marks for the limited purposes set forth in the Agreement:



EXHIBIT C
UNIVERSITY TAXPAYER IDENTIFICATION NUMBER

74-6000531

EXHIBIT D
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT AGREEMENT LETTER

As an institution of higher education, the university must comply with a federal law called the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 1232g and 34 C.F.R. 99.) This act prohibits the university from releasing education records (or personally identifiable information contained therein, other than directory information) of students without their written consent to the release. A university that violates this law risks losing its federal funding. One exception to this general prohibition is when the university contracts with an outside entity to perform a special task, function, or service for the university that it normally would perform for itself. The Agreement memorializes the important service provided to the university by Greater Texas Federal Credit Union d/b/a Aggieland Credit Union ("Aggieland Credit Union") and permits the university to share student information with Aggieland Credit Union. Aggieland Credit Union can use that information, but only for the purpose of under the Agreement which supports the educational, research, and service missions of the university. Aggieland Credit Union receipt of this student information imposes certain duties and obligations on Aggieland Credit Union:

1. Any and all student information submitted to Aggieland Credit Union by the university is confidential information. As a condition of receiving this information, Aggieland Credit Union must agree not share or disclose this data with any person or entity outside of Aggieland Credit Union except as strictly needed to conduct the activities or perform the services for which the data was disclosed (e.g., to third party service providers under an obligation of confidentiality) unless required to do so by law. Aggieland Credit Union must promptly notify the university of any legal request for this information from a third party and take (and assist the university in taking) appropriate steps not to disclose such information. Please note that the attorney general has determined a state-funded educational institution may withhold from public disclosure, *without the necessity of requesting an attorney general opinion*, FERPA-protected information pursuant to sections 552.026, 552.101, and 552.114 of the Texas Public Information Act (commonly referred to as the Open Records Act), Texas Government Code § 552.001 et seq. *See* Open Records Decision No. 634 (1995).
2. Aggieland Credit Union agrees to indemnify and hold the university harmless for any loss, cost, damage, or expense suffered by the university as a direct result of Aggieland Credit Union's failure to comply with the requirement not to release information as provided in this letter.
3. Aggieland Credit Union must destroy the student information in a manner that completely protects the confidentiality of the student information or return the information to the university upon the expiration of this Agreement.

If Aggieland Credit Union fails to keep shared student information confidential, the university will be forced to decline to continue sharing the student information to avoid being sanctioned under FERPA.

Your signature below acknowledges Aggieland Credit Union's obligations under FERPA. Please sign this letter where indicated and return to me. Please keep a copy for your own records. Thank you for your prompt response to this matter.

RECEIPT ACKNOWLEDGED

DMB/LL

2/5/2020

EXHIBIT E
CREDIT UNION BEST AND FINAL OFFER



January 17, 2019

Mr. Dean Endler
Assistant Vice President & University Contracts Officer
Division of Finance & Operations
Texas A&M University
College Station, Texas

Subject: Texas A&M RFP Main 19-0005

Dear Mr. Endler:

We are pleased to submit the attached proposal for the subject Request for Proposal (RFP). The revised proposal incorporates the items discussed at the January 8 meeting between the RFP Committee and Aggieland Credit Union. Please see attachments to this letter for details of the revised offer.

The revised proposal includes total 10-Year Guaranteed Payments to Texas A&M of \$5,369,550.96, which is 7% higher than the \$5,000,000 proposal of January 8, and 31% higher than the original proposal of \$4,100,000 presented to the Committee on December 12. In total, Aggieland Credit Union's bid increased \$1,269,550.96 since December 12, 2018.

In order to realign the bid format and financial terms to meet the Committee's desires while at the same time assuring financial sustainability of this arrangement for the Credit Union, Year 1 initial payments and subsequent annual payments in all categories have been revised. A summary of revisions to the January 8 proposal include:

Annual Escalator – A 1% annual escalator will be applied to direct payments in the following categories:

- Intellectual Property, Official Designation, Use of Marks
- Campus Access & Marketing
- Athletics & Marketing

Athletics & Marketing – reference the Texas A&M Ventures contract.

Intellectual Property, Official Designation, Use of Marks – Year 1 Payment decreased by \$5,500; however, total payments over the life of the agreement increased \$27,967.15 to \$1,877,967.15.

Campus Access & Marketing – Year 1 Payment decreased by \$4,500; however, total payments over the life of the agreement increased \$1,542.36 to \$1,051,452.36.

Scholarships – Payments decreased \$10,000 annually, and total payments over the life of the agreement decreased \$100,000 to a revised 10-Year total of \$100,000.

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Page 2

Bonus – Bonus decreased \$100,000 to \$300,000.

Thank you for your professionalism and consultative approach exhibited during this RFP process. I am available to discuss any aspect of this proposal, and Aggietland Credit Union looks forward to the Committee's response.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. N. Baker, II".

HOWARD N. BAKER, II
President & CEO

Attachments: Revised Proposal for RFP Main 19-0005
Annual Payments Schedule

AGGIELAND CREDIT UNION
January 18, 2019
REVISED PROPOSAL
TEXAS A&M RFP Main 19-0005
Sections 8.1.1 – 8.1.3

DIRECT PAYMENTS TO TEXAS A&M – For annual payments, please see attached spreadsheet entitled "Annual Payments Schedule."

Guaranteed	<u>10-Year Total</u>
Intellectual Property, Official Designation, Use of Marks	\$1,877,967.15
Campus Access & Marketing	\$1,051,452.36
Athletics & Marketing	see Texas A&M Ventures contract
Scholarships Given Directly to Texas A&M	\$100,000.00
Bonus (One-time Payment Provided at Execution)	<u>\$300,000.00</u>

Not Guaranteed

ATM Rent	25% Profit Share after Year 5
Service Center/Branch Rent (if desired)	Based on Market Rent Rates

DISCUSSION OF PAYMENT CATEGORIES

Intellectual Property, Official Designation, Use of Marks - Use limited exclusively to selected bank partner and AggieLand Credit Union (CU) for any and all purposes related to core financial products and services offered by AggieLand CU. Working in close consultation with Texas A&M brand executives, AggieLand CU will be granted use of selected primary, secondary, and vault logos and marks. AggieLand CU will be the "Official Credit Union of Texas A&M."

For the purposes of this proposal, core financial products and services offered by AggieLand Credit Union include:

- Checking Accounts
- Debit Cards
- Direct Deposit
- Remote Check Deposit
- Person-to-Person Payments
- Digital Wallet Payments
- Branches
- ATM's
- Text Banking
- Electronic Bill Pay
 - Online Bill Pay
 - Mobile Bill Pay
 - Picture Bill Pay

HJB

- **Loan Products**
 - Credit Cards (exception noted for The Association of Former Students credit card arrangement)
 - Personal Loans
 - Home Equity Loans
 - Automobile Loans
 - Business Loans
- Savings Accounts
- Share Certificates (Certificates of Deposit)
- Money Market Accounts
- Individual Retirement Accounts

Campus Access & Marketing – Campus Access, Marketing, and Marketing Support limited exclusively to selected bank partner and Aggieland CU for any and all purposes related to core financial products and services offered by Aggieland CU. Aggieland CU expects maximum exposure and activation at various “base” employee and student events, including, but not necessarily limited to:

- New Employee Orientation
- Prospective Student Tours, Meetings, Conferences, and Interactions
- Student Conferences & Events, including, but not necessarily limited to:
 - Howdy Week
 - New Student Conferences
 - Family Weekend

Aggieland CU will receive marketing support, which will include, but not necessarily limited to, new student and returning student contact information, hometown, and declared major.

Athletics Access & Marketing – When compared to the Credit Union’s existing marketing sponsorship agreement with Texas A&M Athletics, benefits at Texas A&M Athletic events under this proposal will double, including opportunities for increased advertising, promotions, visibility, and signage. Aggieland CU will be granted exclusive credit union sponsorship, marketing, and/or visibility rights via Texas A&M Athletics. Aggieland CU will have exclusive credit union usage of Texas A&M Athletic Intellectual Property, Official Designations, Marks, Logos, as well as any and all other Athletics Assets. Aggieland CU will be the “Official Credit Union of Texas A&M Athletics.”

Scholarships Given Directly to Texas A&M – Over the term of the agreement, Aggieland CU will donate at least \$100,000 to Texas A&M for scholarships. Use of scholarship funds will be jointly determined by Texas A&M and the Credit Union.

ATM Rent – Provision of ATM’s will be limited exclusively to the selected bank partner and/or Aggieland CU. Aggieland CU will partner with Texas A&M to provide ATM’s to meet the cash needs of visitors and/or large Texas A&M events. Should ATM’s attain profitability, Aggieland CU will share 25% of the cumulative ATM profits over the term of the agreement beginning at the conclusion of Year 5. Please note that annual payments are not guaranteed until ATM cumulative profitability is apparent.

Service Center/Branch Rent – If an on-campus branch is deemed necessary by the Credit Union and Texas A&M, rent will be based on market rates for similar lease locations in the College Station area. Aggieland CU will be the only credit union granted an on-campus branch opportunity.

HB

Annual Payments Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
III & Logos	170,500.00	181,245.00	183,102.95	184,919.03	186,738.42	188,653.30	190,428.7	192,448.30	194,172.78	196,316.51	1,877,967.15
Annual Marketing & Access	100,500.00	101,745.00	102,520.05	103,545.25	104,580.70	105,625.51	106,682.78	107,749.60	108,827.10	109,915.42	1,051,452.36
Scholarships to A&M	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	100,000.00
Bonus (One Time)	100,000.00										100,000.00