

**TEXAS A&M UNIVERSITY / WELLS FARGO BANK, N.A.
AFFINITY DEBIT CARD AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into effective as of the 1st of May, 2019 (“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 Wells Fargo Bank, National Association (“Bank”) (collectively, the “Parties”).

WHEREAS, University issued RFP#19-0005 *Campus Financial Services* (“RFP”) and Bank has provided its response to RFP; and

WHEREAS, the intent of RFP is to 1) establish both a 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 to participate in University Athletics sponsorships all as more particularly described herein;

WHEREAS, the University desires Bank to provide the banking portion of the financial services described in the RFP, as more particularly described herein;

WHEREAS, Bank seeks to establish new customer relationships through its affiliation with University, including but not limited to Bank checking accounts linked to an Affinity Debit Card, as defined below; and

WHEREAS, the following definitions apply throughout this Agreement:

“Affinity Debit Card” mean a Bank issue debit card that is co-branded with University Marks and this is linked to a Bank checking account within Bank’s system for the purposes of ATM, PIN based (online) and Visa-Based (offline) transactions and has been activated by an Eligible University Community member.

“Affinity Debit Card Bank Account means a Bank checking account which has an Affinity Debit Card linked to it within Bank’s system.

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

“Bank financial products and services” means the following products and services offered by the Bank: checking accounts, savings and time accounts, debit cards, and mobile and online banking services.

“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.

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

1. Term.

The Term of this Agreement shall commence on May 1, 2019, and shall terminate on April 30, 2029, unless otherwise terminated as provided in Section 26 (the "Term"). Additionally, Bank and University agree on or near the fifth year of the Agreement to conduct a program performance assessment and a market assessment across comparable financial service categories to ensure the remainder of the Term is favorable with market conditions, with any adjustments to the Agreement to be mutually agreed upon.

2. Rights Granted to Bank.

For the consideration established in Section 4, and notwithstanding the University's concurrent exclusive agreement with a designated credit union described in the preamble ("Credit Union"), University grants to Bank the following rights:

- a) Bank shall have the exclusive, non-assignable, and irrevocable world-wide right to use, display, reproduce, and otherwise exploit the designation of "Official Banking Partner of Texas A&M University and Official Banking Partner of Texas A&M Athletics"
- b) Except as it pertains to University's exclusive partnership with Credit Union, Bank shall have the exclusive, non-assignable, and irrevocable right of access to the University campus (in College Station) in order to market its available financial products and services to Eligible University Community Members. These rights of access may include, but not be limited to, new, transfer, and international student orientation conferences, Family Weekend, Howdy Week, prospective new student events, and other campus events held during the academic year as Parties may mutually agree. Access to these events must be requested eight (8) weeks prior to the event, and University shall provide Bank with point of contact(s) and event calendar(s), updated as necessary, to facilitate Bank's access requests. Access is to be approved and coordinated by 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 Bank access and activation. Additionally, Bank will have access to new employee, faculty, and staff engagements and similar opportunities to reach University's subcontractor employees serving the University; the option to present at on-campus financial seminars; and access to other events during the academic year as shall be mutually agreed upon by Bank and University through ongoing communications.

Included in this access will be the right for Bank 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. University may also, upon request by Bank and by mutual agreement, convey rights to digital marketing, such as links to appropriate University websites, social media, email campaigns, and others as may arise during the Term. 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 provides access to self-governing and independent student organizations. Student Organizations may be approached independent of this agreement by the Bank for marketing purposes and other services. University organizations may be approached for mutually beneficial

activities. Activation and production will be at the Bank's expense and subject to University approval. For all instances in this subsection in which the Bank must seek the approval of the University or any of its departments or programs, approval shall not be unreasonably withheld or unduly delayed.

- c) Bank acknowledges the Parties' mutual goal, but not the obligation, to establish an on-campus "Financial Innovation Center" or other conceptual program designed to supplement the services and experiences offered to University Community Members while enhancing Bank's presence on campus. Bank and University will work together and negotiate in good faith toward the successful completion of this goal, including but not limited to such terms as the services and features to be provided by the contemplated program, the location and market rent, if applicable, of a physical space, and the duration of the contemplated program. Bank and University will rely, in large part, on the results of Bank's market research and reviews of similar programs to determine the scope and focus of the contemplated program and to maximize the efficacy and impact of the resources available and shall, within twenty-four (24) months of the Effective Date, set a mutually agreeable meeting time to discuss same.
- d) Bank shall have the right to use University Marks subject to the following:
 - (i) Except as it pertains to University's exclusive partnership with that credit union, University hereby grants Bank during the Term an 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 the financial products and services to Eligible University Community Members and marketing the affiliation established by this Agreement. All applications of the University Marks by the Bank must conform to Exhibit "A," along with any specifications established by the University which specifications may be amended from time to time. Bank 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. Bank shall deliver all Affinity Debit Card designs and all promotional and informational materials prepared by Bank 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) Bank 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 Bank any license or right of ownership of the University Marks, and all use of the University Marks by Bank will inure to the benefit of University. Accordingly, Bank's limited right to the use of the University Marks solely for purposes described in this Agreement, and Bank 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. College also grants Bank authority to use published Affinity Debit Card marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials. Such examples will only be used if material has been previously used with the public such as printed brochures, flyers, banners and the like. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

(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 Bank 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 Bank'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 Bank, 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 Bank against any expenses Bank 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 20. University further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities arising from Bank'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, Bank 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 Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

3. Grant to Use Bank Name and Marks. (i) Bank 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 "Bank Marks") on all promotional and informational materials prepared by University. 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 University's affinity debit card program. University shall deliver all designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank's prior written consent and University will make no other use of Bank Marks without Bank's prior written consent.

(ii) University acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right to use the Bank Marks does not confer upon University any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, University's limited right to use of the Bank 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 Bank Marks or any variation of the Bank Marks on Affinity Debit Cards issued after the effective date of such expiration or termination.

(iii) Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a trade name, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank 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 Bank or University, or in the event Bank 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 Bank 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 20. Bank 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 Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank 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 Bank, and more particularly described in the balance of this Agreement, Bank will make the payments as noted below. All payments will be invoiced by and remitted to Texas A&M Ventures LLC:

a. Contract Execution Payment

Bank will make a one-time payment in the amount of \$200,000 within sixty (60) days of the Effective Date of this 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/Scholarships

Within sixty (60) days of the Effective Date, and annually thereafter for the remainder of the term, for a total of ten (10) annual payments, Bank will remit a payment in February of each year beginning in 2020 in the amount of \$600,000 for the rights associated with Section 2.a, 2.b and 2.f and in support of University's general operational support and scholarships as determined by the University (hereinafter, "Annual Payment").

c. Campus Marketing Budget

Bank shall make available for the purpose of marketing and promoting the Affinity Card program, as such marketing is mutually agreed by University and Bank, the amount of \$15,000 on an annual basis (for a total of ten (10) such marketing allocations). This budget includes funding for initial and annual marketing materials including customized materials that will highlight the banking features of the new Affinity Debit Card program.

Payment Schedule – Table 1

Agreement Year	Annual Payment	Date of Payment	Campus Marketing
Contract Execution	One-time = \$200,000	Within 60 days of execution	
Year 1 – 2019-20	Initial \$600,000	Feb 2020	\$15,000
Year 2 – 2020-21	\$600,000	Feb 2021	\$15,000
Year 3 – 2021-22	\$600,000	Feb 2022	\$15,000
Year 4 – 2022-23	\$600,000	Feb 2023	\$15,000

Year 5 – 2023-24	\$600,000	Feb 2024	\$15,000
Year 6 – 2024-25	\$600,000	Feb 2025	\$15,000
Year 7 – 2025-26	\$600,000	Feb 2026	\$15,000
Year 8 – 2026-27	\$600,000	Feb 2027	\$15,000
Year 9 – 2027-28	\$600,000	Feb 2028	\$15,000
Year 10 – 2028-29	\$600,000	Feb 2029	\$15,000

5. Affinity Debit Card Bank Account. During the Term, Bank will provide in accordance with this Section 5 a checking account with a linked Affinity Debit Card for Eligible University Community Members who have requested such an account and who meet Bank’s usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of \$25.00 by the account holder. Nothing herein prohibits Bank from closing any Affinity Debit Card Bank Account in accordance with standard deposit account procedures. A “linked” checking account is defined as an Affinity Debit Card Bank Account that has an Affinity Debit Card linked to it within the Bank’s system, for the purpose of ATM and PIN-based debit purchase functionality.

- a) Some Eligible University Community Members may not be eligible for the Affinity Debit Card Bank Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank policy. For Eligible University Community Members, which are traditionally “unbanked” staff of University subcontractors, Bank will use all reasonable efforts to offer banking accounts within its portfolio as consistent with Bank’s response to the RFP.
- b) Only one checking account per Affinity Debit Card holder shall be considered to be an Affinity Debit Card Bank Account
- c) Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which an Affinity Debit Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which an Affinity Debit Card may be linked
- d) The Affinity Debit Card Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank’s other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of the Agreement.
- e) Should the University request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the Affinity Debit Card and the Affinity Debit Card holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Bank 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 Bank, which may include the following features:

- i) Information about various account offerings for Affinity Debit Card Holders,
 - 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 Bank related products and services.
- f) University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the Affinity Debit Card Bank Accounts that it makes generally to its non-Affinity Debit Card Bank Accounts. Bank must conspicuously make available all fees for any Affinity Debit Card Bank Account, and such fees shall be consistent with or below prevailing market rates, as required by 34 C.F.R. § 668.164.

6. Affinity Debit Card Account Opening. The Affinity Debit Card Bank Accounts may be opened by Bank using Bank 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. Bank 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 Affinity Debit Card Bank Account applications from Affinity Debit Card holders. Bank may accept deposits to Affinity Debit Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the Affinity Debit Card holder in connection with the Affinity Debit Card Bank Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open an Affinity Debit Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the Affinity Debit Card program, including the opening of checking accounts for Eligible University Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support Affinity Debit Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

7. New Affinity Card Design and Specifications. The Affinity Debit Card that can be linked to an Affinity Debit Card Bank Account shall conform to the following specifications. The front side of the Affinity Debit Card will include the University Mark and design mutually selected by the parties. The Affinity Debit Card will also include the Bank Mark and any additional information deemed necessary by Bank to ensure functionality and compliance with applicable law and network rules.

Upon execution of this Agreement, University and Bank agree to work on a new design of the existing affinity card in order to enhance the program established by this Agreement. University agrees to dedicate personnel to coordinate with Bank personnel to re-design the affinity card and related marketing efforts associated with the re-designed card. Bank shall be responsible for any costs associated with the new design of the Affinity Debit Card. While University shall cooperate with Bank to create an Affinity Debit Card design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove Bank's design when it 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 the Affinity Debit Card shall be subject to approval by Bank 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 the Card without prior Bank approval.

It is the University's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Bank 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 Bank harmless against all claims, liabilities and judgments Bank 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. Bank reserves the right to change card specifications from time to time based on new technology and in accordance with Bank's policies and procedures.

8. Affinity Debit Card Costs. Bank will pay for the cost of the Affinity Debit Card issued to Eligible University Community Members during the Term of the Agreement.

9. Changes to the Affinity Debit Card. University reserves the right to make alterations within a mutually agreed upon time to the University Marks included on the Affinity Debit Card which may require re-issuance of cards, in which case University would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Bank will dedicate the number of staff necessary to implement and maintain Bank's financial services throughout any re-issuance effort. University agrees that said changes will not diminish the financial services provided by Bank through the Affinity Debit Card program and will notify Bank of proposed alterations within a reasonable time prior to the required implementation date.

10. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should an Affinity Debit Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the Affinity Debit Card's capability for processing transactions through the Affinity Debit Card Bank Account. Bank shall provide Affinity Debit Card holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen Affinity Debit Cards. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Bank shall also respond to lost/stolen card reports made in-person to Bank representatives during regular Bank business hours.

Bank shall assume financial liability for transactions conducted with lost or stolen linked Affinity Debit Cards in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Bank'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 Affinity Debit Card, University shall not be required to collect the Affinity Debit Card; nor shall the Affinity Debit Card holder be required to forfeit the Affinity Debit Card. Bank may or may not discontinue the services of the Affinity Debit Card Bank Account of any individual no longer qualifying as an Eligible University Community Member.

12. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding Affinity Debit Cards actively serving as an access device to an Affinity Debit Card Bank Account and displaying the Bank Marks shall not be replaced by University or required to be

forfeited by the Affinity Debit Card Bank Account holder. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as Affinity Debit Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Affinity Debit Cards to alternative Bank access devices. The parties shall cooperate with each other in the transition of operations to any successor to the Affinity Debit Card 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 Bank to be confidential financial information. In accordance with Bank policy, such data will not be provided to any successor to the Affinity Debit Card program.

13. ISO Number Ownership. At all times, Bank shall be deemed to own the ISO numbers associated with the Affinity Debit Cards issued pursuant to this Agreement. The ISO number will not be transferred to the University upon expiration or termination of this Agreement.

14. Vendor Support. Bank 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 Affinity Debit Card as a result of this Agreement.

15. 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 Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act. For purposes of this Agreement, Bank will be considered the “issuer” of the Affinity Debit Card as it pertains to electronic funds transfers to or from any Affinity Debit Card Bank Account and to the performance of any other financial transactions involving an Affinity Debit Card Bank Account. Bank will be responsible to the Affinity Debit Card holder for any unauthorized or erroneous transaction involving the Affinity Debit Card Bank 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 Bank or to any Affinity Debit Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any Affinity Debit Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving an Affinity Debit Card Bank 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 Affinity Debit Card Bank Accounts, if any, University will comply with all applicable laws and regulations

16. Marketing. Bank and University shall fully cooperate and shall work in conjunction to promote the Affinity Debit Card program through various marketing efforts. Both Bank and University shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, University will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to University. University will provide Bank with the opportunity to provide information about the Bank financial services associated with the Affinity Debit Card program 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 Bank will mutually agree upon direct mail and email communication strategies, and University will send these communications on Bank’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. Event sponsors will determine appropriate time, place, and manner to maximize Bank access and activation.

As mutually agreed, Bank will actively participate in New Student Conferences, where appropriate, including but not limited to the presence of Bank representatives (number of representatives present determined by the event sponsor) and presentations at New Student Conferences. Bank 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 Bank input, will determine appropriate time, place, and manner to maximize Bank access. University agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future Affinity Debit Card holders 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 Bank input, will determine appropriate time, place, and manner to maximize Bank access and activation. Event sponsor will provide one table and two chairs. Up to three Bank representatives allowed for New Student Conferences and orientation.

Additionally, Bank will coordinate with University on a financial literacy campaign to be implemented on an on-going basis over the Term of this Agreement. University desires Bank provide financial literacy education to the faculty, staff, students and historically “unbanked” employees. University agrees to commit necessary resources such as locations and marketing of financial literacy events and education sessions and Bank agrees to commit necessary resources such as personnel with subject matter expertise and literature resources to be made available.

17. Campus ATMs. Bank acknowledges University will have a credit union partner on campus and co-location or proximity of ATM’s may be required as University students, faculty, and staff may request. While Bank will have a first right of refusal for other bank ATM placement, ATM demand may be met by University’s credit union relationship. In the event Bank should decline an ATM placement opportunity as may be requested by University, University may engage with a third party provider to meet a temporary or permanent placement demand.

18. Insurance. Bank represents and warrants that at all times during the Term, Bank shall maintain commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with Bank operating guidelines. Bank 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. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank 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. Bank 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 Bank to review such documents as are available pursuant to Public Records Laws to verify the existence and funding supporting said self-insurance program.

19. Liability. Bank will exercise reasonable care in providing electronic funds transfer services and other services to Affinity Debit Card holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond the party's reasonable control.

Bank does not control, and, except as provided in Federal Reserve Board 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 Bank.

Bank does not undertake to ensure that Affinity Debit Card holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with Affinity Debit Cards, Affinity Debit Card holders' 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 Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank 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.

20. 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.

21. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Affinity Debit Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm University's compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such Bank will provide University or its duly authorized representatives with reasonable

access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 24.

22. Exclusivity. As noted in the preamble to this Agreement, the RFP issued by University is intentionally designed to establish both a bank and credit union presence on University's campus. Bank is granted the right of exclusivity in the banking category, and Credit Union will be granted similar exclusive rights for the credit union category, which exclusive rights will include, but not be limited to, the right to market in each respective category the Bank's or Credit Union's array of financial products and services to Eligible University Community Members, as indicated in Section 17, and the right to co-brand an affinity debit card for their respective customers, as well as exclusive rights to University marks within their respective category.

23. Confidentiality. University may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank 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, Bank 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 Affinity Debit Card Bank Account application data and Affinity Debit Card Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, 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. The foregoing obligation of confidence shall not apply to any information disclosed by a party that a) was already in the possession of the receiving party as evidenced by existing documentation, prior to the receipt of the information from disclosing party, (b) which is now or hereafter becomes generally available to the public on a non-confidential basis through no fault or failure to act on the part of the receiving party or c) is disclosed to the receiving party by third parties having a bona fide right to make such disclosure. 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. Bank acknowledges University is subject to the provisions of the Texas Public Information Act, Texas Government Code, Chp 552.

- e) The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by the OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's Confidential 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 Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.
- f) Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information

In addition, Bank's customer lists, including names of Eligible University Community Members who are Affinity Debit Card holders and who have Affinity Debit Card Bank Accounts, are Bank's Confidential Information, for which Bank 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 Affinity Debit Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; 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 Bank 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, Bank 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.

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.
- 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 or in the event a party commits acts that are illegal, unethical, immoral, or scandalous that are deemed by the other party to be detrimental to its reputation, image, mission or integrity.

- c) This Agreement may be terminated by either party at any time if: (i) the operation of the Affinity Debit Card program has or threatens to have a material adverse financial impact on Bank or University due to a change in applicable law, regulation, rule or policy applicable to Bank or University or the use of one or more of the Affinity Debit Cards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the Affinity Debit Card (s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the Affinity Debit Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.
- d) This Agreement may be terminated by University upon sixty (60) days' prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their Affinity Debit Card Bank Accounts and Bank 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 Bank on Affinity Debit Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.
- e) 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 Bank terminates pursuant to subsection a or b, of this Section 26, University shall repay to Bank a percentage of both the Contract Execution Payment and the annual Campus Access/Operational Support Payment/Scholarships payment paid for that Year, both described in Section 4.a. of this Agreement. The percentage to be repaid by University shall be calculated as follows:

Repayment of Fees at Termination	
<u>Agreement Terminated:</u>	<u>Percentage of Contract Execution Payment to be Repaid</u>
During the first year of Term	100%
During the second year of Term	90%
During the third year of Term	80%
During the fourth year of Term	70%
During the fifth year of Term	60%
During the sixth year of Term	50%

During the seventh year of Term	40%
During the eighth year of Term	30%
During the ninth year of Term	20%
During the tenth year of Term	10%
<u>Agreement Terminated:</u>	<u>Percentage of Annual Payment to be Repaid</u>
During the first three months of the Year	100%
During the second three months of the Year	75%
During the third three months of the Year	50%
During the fourth three months of the Year	25%

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 Bank subcontractor and University unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, University acknowledges that certain Affinity Debit Card products and services to be provided by Bank may be supplied by or through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, 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 Bank: David O'Neil
Regional Bank President
111 Congress Ave., Suite 150
Austin, TX 78701

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

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 Bank and an Eligible University Community Member regarding an Affinity Debit Card Account.

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. Except as expressly provided herein, this Agreement, RFP#19-0005, and Bank's proposal and Best and Final Offer constitute the entire agreement between the parties. In the event of any conflict in the terms of this Agreement, RFP#19-0005, Bank's proposal and Best and Final Offer, this Agreement shall control.

33. Information System General Security

- a) University and its employees shall comply with all Bank 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 Bank'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 Bank or which is used to store any Bank's software or data, University shall comply with all Bank's security policies, procedures, and standards governing or related to the connection or access to Bank'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 Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into

Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

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

35. License to Establish Link to Bank Web Site. University would like to use the Bank "red box" logo on the University Internet web site as a link to Bank's Internet web site at wellsfargo.com and has requested Bank's consent.

Bank 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.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not "frame" the Bank web pages inside the University web site. Bank also hereby grants to University a non-exclusive right and license to use the WELLS FARGO "red box" 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.wellsfargo.com. 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 Bank and that any and all uses by University of the Logo shall inure to the benefit of Bank.

University acknowledges that Bank 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 Bank, University removes the materials to which Bank objects or revises the University web pages and/or site to return to the original format or a format that is acceptable to Bank. 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 Bank 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 Bank. 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. Bank 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 Bank to University, including, but not limited to "Wells Fargo Bank, N.A. Member FDIC." University shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank'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 Bank's successors and assigns. All rights not specifically granted or licensed to University are reserved to Bank.

36. Student Loan Representation and Warranty. University and Bank 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 Bank and to the amount of any such referrals. The parties further represent and warrant that payments made by Bank 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 Bank represent and warrant that Affinity Debit Card Bank Accounts are not being opened by University on behalf of any Eligible Community Members, University is not establishing a process Eligible Community Members follow to open Affinity Debit Card Bank Accounts, and University is not in any way assisting Eligible Community Members in opening Affinity Debit Card Bank Accounts. Further, the Affinity Debit Card program is not being established for the purpose of University's disbursement of Title IV funds and Affinity Debit Card Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

38. Dispute Resolution. Bank 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. Bank must submit written notice of a claim of breach of contract to the University Contracts Officer of University.

39. Representations and Warranties of Bank. If Bank is a business entity, Bank 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 Bank has been duly authorized to act for and bind Bank.

40. Franchise Tax Certification. If Bank is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Bank certifies that it is not currently delinquent in the payment of any franchise taxes or that Bank 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*, Bank agrees that any payments owing to Bank under this Agreement may be applied directly toward certain debts or delinquencies that Bank 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, Bank 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 Bank and University may terminate this Agreement without further duty or obligation hereunder. Bank acknowledges that appropriation of funds is beyond the control of University.

46. State Auditor's Office. Bank 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*. Bank agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Bank will include this provision in all contracts with permitted subcontractors.

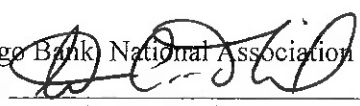
47. Non-Waiver. Bank expressly acknowledges that University is an agency of the State of Texas and that nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

48. Non Financial Interest. To the best of Bank'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. Consent to Release Student Identity Information. Prior to releasing to Bank 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 Bank, 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.

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

Wells Fargo Bank National Association

Signature: 

Name: David A. O'Neil

Title: Region Bank President

Date: 8/2/19

Texas A&M University

Signature: 

Jerry R. Strawser

Executive Vice President and CFO

Date: 07/31/19

EXHIBIT A UNIVERSITY MARKS

Bank 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:

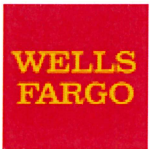


Texas A&M University
Texas A&M Aggies
Texas A&M
Howdy
Gig 'Em
12th Man
Home of the 12th Man
Aggie
Aggies
BTHO
TAMU

**EXHIBIT B
BANK MARKS**



(Black box with white letters)



(Red box with gold letters)



(Red box with white letters)

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 Wells Fargo and permits the university to share student information with Wells Fargo. Wells Fargo can use that information, but only for the purpose of under the Agreement which supports the educational, research, and service missions of the university. Wells Fargo's receipt of this student information imposes certain duties and obligations on Wells Fargo:

1. **Any and all** student information submitted to Wells Fargo by the university is **confidential information**. As a condition of receiving this information, Wells Fargo must agree not share or disclose this data with any person or entity outside of Wells Fargo unless required to do so by law. Wells Fargo must promptly notify the university of any 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. Wells Fargo agrees to indemnify and hold the university harmless for any loss, cost, damage, or expense suffered by the university as a direct result of Wells Fargo's failure to comply with the requirement not to release information.
3. Wells Fargo 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 Wells Fargo 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 Wells Fargo'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.

Sincerely yours,

RECEIPT ACKNOWLEDGED



8-5-19