

**GEORGIA STATE UNIVERSITY/WELLS FARGO BANK, N.A.  
CAMPUS ATM/PIN-BASED DEBIT CARD AGREEMENT**

**THIS AGREEMENT** (herein "Agreement") is made and entered into effective as of July 1, 2020 ("Effective Date") by and between Board of Regents of the University System of Georgia by and on behalf of Georgia State University (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

**WHEREAS**, University offers a multi-purpose identification card ("PantherCard") to all enrolled students in good standing; all faculty and staff; and to all Approved Affiliates of the University (for purposes of this Agreement, "Approved Affiliates" shall be those visiting scholars, contractors, certain third-party tenants, and others who need clear identification of an approved affiliation with the University and/or access to certain buildings and resources); (collectively the "Eligible University Community Members") that is used to access a variety of University facilities and on-campus services; and

**WHEREAS**, University desires Bank to provide voluntary, opt-in checking account, ATM, PIN-based debit, and deposit transfer services among other mutually agreed upon banking and financial services to Eligible University Community Members in association with and accessed through the PantherCard, all as more particularly described herein; and

**WHEREAS**, Bank seeks to establish new account relationships through its affiliation with linked PantherCards (each such checking account referred to herein as "PantherCard Bank Account").

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

- 1. Term and Options to Extend.** The Term of this Agreement shall commence on July 1, 2020 or as of the date indicated by the last to sign as of the time this Agreement is fully executed as shown on the signature page and shall terminate on April 30, 2021 ("Termination Date"), unless otherwise terminated as provided in Section 26 (the "Term") or unless both parties elect to renew the Agreement for up to four (4) additional one-year periods. University agrees to give Bank notice by the first day of February 2021 that it desires to extend the Term and upon mutual written agreement, the Term shall be extended for a one (1) year period. This extension procedure shall likewise be applicable with respect to the three additional one-year periods.
- 2. Grant to Use University Name and Marks.** University hereby grants Bank during the Term a limited, 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 mutually agreed upon financial products and services to

Eligible University Community Members through the PantherCard program. 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 tradename owned by or associated with the University without, in each case, University's prior explicit written consent. Bank shall deliver all PantherCard 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. If Bank desires to use published PantherCard marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials, Bank shall solicit the explicit prior written consent of University to do so on a case-by-case basis, with such decision being in the sole and absolute discretion of the University in each instance. If approved by the University, such examples will only be used if material has been previously used with the public such as printed brochures, flyers, banners and the like.

Bank acknowledges and agrees that University is the owner of the University Marks, that the limited right hereunder 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 for any purpose is solely by reason of 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. 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.

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 tradename, trademark or mark. 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 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.** 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 PantherCards linked to a PantherCard Bank Account and

all promotional and informational materials prepared by University in connection with the PantherCard under this Agreement. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered in connection with the PantherCard program shall be of a nature and quality commensurate with the nature and quality of the University's PantherCard program. University shall deliver all PantherCard 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.

University acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder 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 PantherCards issued after the effective date of such expiration or termination; provided, however, that any PantherCards still valid after the effective date of such expiration or termination utilizing Bank Marks may continue to utilize such Bank Marks until such time as the applicable Eligible University Community Member replaces his/her PantherCard with a new PantherCard not utilizing such Bank Marks.

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 tradename, 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, 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.

Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to PantherCards issued or reissued after notice of the change is given to University. University shall be permitted to issue PantherCards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University determines that such use is needed to permit its PantherCard program to continue without interruption. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to the Bank Marks or to eliminate the Bank Marks on cards already issued, on order, or in stock with University, Bank shall pay all of University's costs related to such

changes. University shall have no obligation to reissue PantherCards with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

4. **Royalties to University.** In consideration of the license and grant of rights from the University given to the Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to the University as follows:

a. **Initial Signing Bonus.** Bank will pay \$300,000.00 within sixty (60) days of the execution of this Agreement (the "Initial Signing Bonus").

b. **Account Royalty Payment.**

Bank will pay University for each eligible PantherCard Bank Account linked to the PantherCard for the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member.

The number of University PantherCard Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible PantherCard Bank Accounts which have a linked PantherCard. Bank will use discrete product and customer identification and will only pay University for one linked PantherCard Bank Account per Eligible University Community Member. To be considered for payment, the PantherCard Bank Accounts must be in good standing, funded and owned by an Eligible University Community Member at the time annual computation is computed. Bank will determine computation in conjunction with University provided total enrollment of Eligible University Community Members for the applicable academic school year (e.g., enrolled students).

The annual account royalty payment shall be based on the number of eligible PantherCard Bank Accounts linked to PantherCards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a PantherCard held by faculty and staff will be included in the numerator of the percentage calculation but not the denominator. Accordingly, faculty and staff are not included in total student enrollment figure.

The annual account royalty payment will be calculated based on the following:

Weighted Campus Card	
<i>Percentage of Student Enrollment Linked to a PantherCard Bank Account</i>	<i>Annual Royalty Payment Based on Linked PantherCard Bank Accounts</i>
Penetration (% min requirement)	Annual Royalty Amount
0%-14.99%	\$150,000
15.00%-34.99%	\$250,000

35.00%-49.99%	\$300,000
50.00%-74.99%	\$400,000
75.00%-100%	\$500,000

Payments described in this Section 4 will be deemed paid upon receipt by the University at the address indicated herein for receipt of notices pursuant to Section 29.

**Royalty Payment Timeframes.**

Annual Royalty Payments. Bank will not have the opportunity to increase its checking account percentages until the new card program is launched and Bank can open and link checking accounts to the PantherCard for a twelve-month period. Accordingly, payment information is expected as follows:

- The first new PantherCard is expected to be issued in February 2021.
- The account royalty payment will be calculated annually in March (based on February month-end data) to ensure accurate payment has been made to University.
- Annual account royalty payments, based on number of linked PantherCard Bank Accounts, will be calculated from the reported total enrollment of Eligible University Community Members (e.g., enrolled students) received from University as of the last week of October of the current academic year's Fall semester and provided to Bank in February.
- In the event the Agreement terminates with less than a 12-month period for calculation purposes, the final annual account royalty payment will be prorated accordingly.

Accordingly,

- The Initial Signing Bonus will be paid within sixty (60) days of the execution date of this Agreement.
- Total enrollment (as of the last week of October of the current academic year's Fall semester) to be provided to Bank by University in February 2022 for first account royalty payment calculation and in subsequent years of term.
- The first account royalty payment based on penetration (see chart above) would be calculated in March 2022.
- The account royalty payment would be made by May 2022.

**5. PantherCard Payments.** Bank will pay \$20,000.00 annually for each year of the Term, to offset the cost of the PantherCards issued to Eligible University Community Members following the launch of the new PantherCard during the Term of the Agreement.

Bank will not pay for replacement PantherCards issued to Eligible University Community Members if they are lost or stolen or requested for other purposes. It is at the University's

discretion whether to charge Eligible University Community Members for replacement PantherCards.

**Card Stock Payment Date.** For each year of the term, beginning in March 2022, Bank will pay University \$20,000.00 for new card stock. Payments will be made within sixty (60) days of receipt of an invoice from University in that amount. Said invoice should be transmitted on or before March 31 of each respective year, for the duration of the Term.

Notwithstanding the above, University shall not have an obligation to reissue new PantherCards to Eligible University Community Members currently enrolled, employed, or otherwise contracted with the University. Furthermore, notwithstanding the foregoing, the University shall issue new PantherCards (with the appropriate Bank Marks) free of charge to those enrolled Eligible University Community Members who request the ability to link their PantherCard to a Bank Account and who tender their current PantherCard to the University.

**6. PantherCard Bank Account.** During the Term, Bank will provide in accordance with this Section 6 a checking account linked to the PantherCard for PantherCard holders who have voluntarily opted-in and 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 by the PantherCard holder. Nothing herein prohibits Bank from closing any PantherCard Bank Account in accordance with standard deposit account procedures. A "linked" checking account is defined as a PantherCard Bank Account which has a PantherCard linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some PantherCard holders may not be eligible for the PantherCard 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.
- b. Only one checking account per PantherCard holder shall be considered to be a PantherCard Bank Account.
- c. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which a PantherCard may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a PantherCard may be linked.
- d. The PantherCard 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 6 of this Agreement.

- e. The PantherCard can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-based purchases at merchants where Interlink or Maestro cards are accepted) to a PantherCard Bank Account.
- f. During the Term, should University decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to University students by direct deposit to student's PantherCard Bank Account or other depository account maintained by the Bank for the student, all without additional deposit-related processing charges or fees to the student.
- g. Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on a pre-approved University website, dedicated to the PantherCard and the PantherCard holders, using a design and functionality subject to the prior written 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 in writing, which may include by email, by University and Bank, which may include the following features:
  - i Information about various account offerings for PantherCard 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,
  - iv Information about and links to other approved Bank related products and services, and
  - v Appropriate disclosures required by applicable laws and regulations
- h. 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 PantherCard Bank Accounts that it makes generally to its non-PantherCard Bank Accounts.

**7. PantherCard Bank Account Opening.** The PantherCard 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 solicited or opened (including, but not limited to, its PantherCard Office); provided, however, that nothing in this Agreement shall authorize Bank to have a retail banking location or other type of consumer-facing office at the University except for the sole purpose of opening PantherCard Bank Accounts. 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 PantherCard Bank Account applications from PantherCard holders. Bank may accept deposits to 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 PantherCard holder in connection with the PantherCard 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 a PantherCard Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the PantherCard 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 PantherCard Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

**8. New PantherCard Design and Specifications.** The PantherCard that can be linked to a PantherCard Bank Account shall conform to the following specifications. The front side of the PantherCard will include the University Mark and design mutually selected by the parties to differentiate the new card from previous PantherCards and other CR80 size cards. The front side shall have these minimum requirements:

- i an electronically stored photo of the PantherCard holder,
- ii the PantherCard holder's relationship to University (faculty, staff, student, affiliate),
- iii 16-digit ISO number printed on the card;
- iv the PantherCard holder's first and last name, and
- v Wells Fargo logo.

The reverse side of the new PantherCard shall have these minimum requirements:

- i One dedicated magnetic two-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two for banking use,
- ii A second mag strip (two- or three-track) for dedicated campus access use,
- iii Wells Fargo logo,
- iv the appropriate ATM network "bugs" as follows:  
Plus: 15mm wide X 8.25mm high
- v Visa required language:  
"ATM and purchase capability requires a linked deposit account." This copy must appear:
  - Near the Plus Mark



- In at least 4-point Helvetica type font
- vi instructions for reporting lost or stolen cards.

The PantherCard will include such design and functionality as is necessary to provide reasonably such University benefits as University may request, such as access pass to University facilities and University provided financial services.

University shall be responsible for the final design and any costs associated with the new design of the PantherCard. While University shall cooperate with Bank to create a PantherCard design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove Bank's design (for elements the Bank is contributing to the overall PantherCard 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 PantherCard shall be subject to approval by Bank, 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 that shall compete with Bank shall be placed on the Card without prior Bank approval.

**9. Conversion to and Issuance of New Cards.** Eligible University Community Members will have the opportunity to receive the University PantherCard with the capability to access Bank financial services. In order to achieve timely conversion and issuance of the new PantherCard, University shall as soon as is practical following the Effective Date of this Agreement, cooperate with Bank to market the PantherCard. Bank and University will work together through mutually agreed upon communication methods including without limitation communications that the University will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of educating Eligible University Community Members about the new PantherCard program with optional PIN-based debit functionality and marketing the same. Bank and University shall engage in the following activities and take such other measures as are reasonably calculated and necessary to achieve first issuance of the new PantherCard to all Eligible University Community Members in February 2021.

Step	Description of Activity	Approximate Time
1	Agreement Executed	
2	ISO Number registered by university/college and available for use with ID Card	30 days
3	Submit and Process Network Applications	60 days (from date of submission following completion of Step 2)
4	Card Layout, Content and Design Approval Process	60-90 days (from completion of Step 2)
5	Production and delivery of Card Plastics	60-90 days (from completion of Step 4)

6	ATM and Debit Network Setup, Scheduling and Loading of ISO	15 days (from completion of Step 3)
7	Card Testing	15-30 days (from completion of Steps 5 and 6)
8	Marketing Plan Development	90-120 days
9	Program Performance Reporting	60 days (post card-live date)
	<b>Total Time to linked PantherCard Card Activation</b>	<b>120-180 days estimated</b>

Within ten (10) days of the execution of this Agreement, University will furnish the card stock vendor information to Bank for verifying that the vendor's card product will meet industry card production standards.

Eligible University Community Members who receive the PantherCard can open a Bank checking account through a Bank representative on campus during the enrollment period or visit the local Bank store. The Eligible University Community Member will need to present the PantherCard at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

For PantherCard holders who already have a Bank checking account available for linking to their PantherCard, once the PantherCard is encoded with the appropriate 16-digit card number and upon PantherCard holder's request, Bank will enter the number into Bank's system and link such number to corresponding checking account.

University will have the right to issue replacement PantherCards in accordance with the terms of this Agreement to PantherCard holders, whether or not they have a PantherCard Bank Account, provided University confirms that the original PantherCard has been duly reported as lost or stolen to Bank by the PantherCard holder.

**10. Post-conversion Changes to the PantherCard.** University reserves the right to make alterations within a mutually agreed upon time to the PantherCard program 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 PantherCard program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations. In the event of a Bank reorganization or consolidation that results in a name change (or Bank's decision on its own to effectuate a name change), Bank shall request the University to update the design of the PantherCard, which shall not be unreasonably withheld, and Bank shall be responsible for any costs associated with the new design of the PantherCard and any other expenses relating to the update of the PantherCard in such circumstance.

**11. Matters Relating to Lost or Stolen Cards; Fraudulent Use.** Should a PantherCard be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the PantherCard's capability for processing transactions through the PantherCard Bank Account. Bank shall provide PantherCard holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen PantherCards. 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 PantherCards 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 Georgia.

**12. 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 PantherCard, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the PantherCard and its University identification benefits. However, University shall not be required to collect the PantherCard; nor shall the PantherCard holder be required to forfeit the PantherCard. Bank may or may not discontinue the services of the PantherCard Bank Account of any individual no longer qualifying as an Eligible University Community Member.

**13. Disposition of Cards Upon Termination.** Upon the termination or expiration of this Agreement for any reason, outstanding PantherCards actively serving as University's multi-function identification card and displaying the Bank Marks may or may not be replaced by University, at the University's sole discretion. Such outstanding PantherCards may continue to serve as a University identification card with such University benefits as University may choose, for so long as University desires. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as PantherCard Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the PantherCards to alternative access devices at the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the PantherCard program described in this Agreement, including but not limited providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

**14. ISO Number Ownership.** At all times, University shall be deemed to own the ISO numbers associated with the PantherCards issued pursuant to this Agreement.

**15. 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 PantherCard for ATM, PIN-based debit PantherCard transactions as a result of this Agreement.

**16. 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, University will be considered the "issuer" of the PantherCard used as the University ID card, except to the extent the PantherCard is used to perform electronic funds transfers to or from any PantherCard Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to University or any PantherCard holder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the PantherCard as it pertains to electronic funds transfers to or from any PantherCard Bank Account and to the performance of any other financial transactions involving a PantherCard Bank Account. Bank will be responsible to the PantherCard holder for any unauthorized or erroneous transaction involving the PantherCard 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 PantherCard holder for any liability arising from Bank's issuer responsibilities or for losses to any PantherCard Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a PantherCard 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 PantherCard Bank Accounts, if any, University will comply with all applicable laws and regulations.

**17. Marketing.** Bank and University shall fully cooperate and shall work in conjunction to promote the PantherCard 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. Where mutual agreement or prior approval is required, neither party shall unreasonably withhold or unduly delay such consent.

**Written Communications.** University will provide Bank with the opportunity to provide information about the Bank financial services associated with the PantherCard program to University Cardholders and new incoming University students, faculty, and staff through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts (if so approved by the applicable University unit/department, in its sole and absolute discretion). For all other communications, University and Bank will mutually agree in writing upon direct mail, intra-campus mail, and email communication

strategies, and University will send these communications on Bank's behalf (but at Bank's expense, if applicable). University agrees that such marketing materials will include both the Bank Marks and University Marks. University will provide Bank with the opportunity to include inserts funded by Bank in University mailings to University Cardholders. All mailings shall be mutually agreed on and, where appropriate, approved by the applicable University department and Bank. The University PantherCard program and associated Bank financial services will be communicated as the students are issued their identification card. For clarity, Bank shall be the exclusive provider of written communications about the PantherCard and other approved services if the communications to targeted audiences are primarily intended to educate audiences about the PantherCard and approved services or to facilitate the operations of the PantherCard (e.g., signing up Cardholders, etc.). Bank shall not have exclusivity with written communications if the broader written communications are broader in scope and are providing a variety of information to the target audience. Bank expressly understands and agrees that University maintains a variety of relationships with financial institutions and Bank shall have no exclusivity with respect to written communications except as may be provided in this Agreement.

**On-Campus Access.** As mutually agreed in writing, and at no additional cost to Bank, Bank will actively participate in on-campus student programs, including but not limited to the presence of Bank representatives and presentations at orientations, fairs, and similar campus-wide events directed at students and/or faculty and staff. University agrees to cooperate with Bank in the above marketing efforts and "tabling" on campus. From time to time, and with University's pre-approval of date and venue, Bank shall be permitted to offer financial seminars related to the PantherCard program, at no additional cost to the Bank. When on or about the property of the University, Bank agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as University shall reasonably prescribe from time to time for the general population of its campus and which are made available to Bank prior to such parties arriving on the University property (including, but not limited to, agreeing to submit to background checks, sexual harassment prevention training, and other requirements).

As part of the on-campus access set forth above, University will permit on-campus promotions, including but not limited to promotions and giveaways, sponsored by Bank, provided such events are (i) in compliance with applicable laws, (ii) are limited to locations designated by the University for such activities, (iii) are scheduled through the normal University process for reserving space, and (iv) related to the Program.

Bank further agrees to provide educational opportunities to University students on sound personal financial management principles, including, but not limited to, sessions on money management and assisting international students on the US banking system and additional services as mutually agreed upon by the parties.

For clarity, Bank shall be provided prominent and where appropriate, exclusive, access at orientation as well as prominent, and where appropriate, exclusive space at programs, fairs, and

similar campus-wide events if such events and activities are primarily intended to educate audiences about the PantherCard or to facilitate the operations of the PantherCard (e.g., signing up students during orientation activities, etc.). For the avoidance of doubt, exclusive access to orientation does not exclude any credit union or finance company who is the primary provider or handler of the bulk of student loan funds for students. Bank shall not have exclusivity at programs, fairs, and similar campus-wide events if such events and activities are broader in scope and are providing a variety of information and vendors to the target audience. Bank expressly understands and agrees that University maintains a variety of relationships with financial institutions and Bank shall have no exclusivity with respect to on-campus access except as may be provided in this Agreement.

**Marketing Budget.** Bank will provide the marketing services function for marketing and promotion of the PantherCard program. Bank estimates that its annual marketing budget for the promotion of the PantherCard Campus Card project will be approximately \$15,000.00 the first year to launch the program and approximately \$15,000.00 annually thereafter during the Term of this Agreement. This budget includes funding for initial and annual marketing materials including customized materials that will highlight the banking features of the new PantherCard and the benefits of linking it to a PantherCard Bank Account.

**18. Reserved.**

**19. 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 and Georgia Department of Administrative Services requirements. 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 agrees 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.

**20. Liability.** Bank will exercise reasonable care in providing electronic funds transfer services and other services to PantherCard 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 PantherCard 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 PantherCards, PantherCard 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 OR PUNITIVE DAMAGES 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.

**21. Representations and Warranties; Board Approval.** Each party hereby represents and agrees 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 agrees 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 agrees 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.

**22. Examinations and Audit.** Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its PantherCard 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.

**23. Exclusivity.** During the term of this Agreement, University will not cause or authorize any PantherCard to be used as a device to perform electronic funds transfers to or from an account with a financial institution. (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent PantherCard holders from using PantherCards as stored value cards, declining balance cards or smart cards.

Notwithstanding the above, Bank expressly acknowledges and agrees that as of the Effective Date, University maintains banking, financial services, and sponsorship relationships with a multitude of institutions, companies, and credit unions and nothing in this Agreement shall limit any of those relationships except as explicitly provided for in this Agreement (e.g., Bank shall have exclusivity as it pertains directly to the PantherCard and associated written communications and events/activities). Furthermore, nothing contained in this Agreement shall grant any rights to Bank to market financial services at any intercollegiate athletic venue of the University or to target University alumni or former students for any financial service product by using Bank's limited relationship with University under this Agreement as the basis for such target marketing; provided, however, that Bank shall have the right at all times to market its financial service products to any persons who are current PantherCard Bank Account holders, or otherwise customers of Wells Fargo at the time the marketing activity is initiated, whether or not such persons are University alumni or former students.

**24. 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 PantherCard Bank Account application data and PantherCard 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 (including, but not limited to, the Georgia Open Records Act) 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.
- 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 PantherCard holders and who have PantherCard 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, affiliates, or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list comprised of PantherCard holders who have obtained PantherCard 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. For clarity, nothing prohibits University from utilizing its own lists of Eligible University Community Members who are PantherCard holders and who have PantherCard Bank Accounts, of which Bank shall have no ownership rights or interests in such lists.

Furthermore, access to any University student information shall only be provided to Bank in accordance with the Department of Education's Regulation for Cash Management, the Family Educational Rights and Privacy Act, its associated regulations, and the University's then current policy (collective, "FERPA"). Furthermore, in such event, any student information provided to Bank shall not include any students who have opted-out of disclosure of their directory information pursuant to the University's FERPA policy.

Within thirty (30) 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, the Parties shall be permitted and shall retain such each other's 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, or then applicable University record retention requirements, unless otherwise required by law.

**25. Equipment.** University is responsible for providing at its cost any equipment and systems programming necessary to implement the new PantherCard program. Bank is responsible for providing any additional needed data lines and installation at its cost.

## 26. 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 30 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 30 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.
- c. This Agreement may be terminated by either party at any time if: (i) the operation of the PantherCard 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 required by regulatory requirements applicable to Bank or University or the use of one or more of the PantherCards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the PantherCard(s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the PantherCard 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 PantherCard 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 PantherCard 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 the Termination Date 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 the

Initial Signing Bonus Payment described in Section 4.a. of this Agreement. The percentage to be repaid by University shall be calculated as follows:

Agreement Terminated:	Percentage of Initial Signing Bonus to be Repaid
During the first year of the Term	100%
During the second year of the Term	75%
During the third year of the Term	50%
During the fourth year of the Term	33%
enduring any year after the fourth year of the Term	0%

**27. 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.

**28. 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 PantherCard 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.

**29. 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:

Name: Chad Gregory  
Title: Region Bank President  
Wells Fargo Bank  
Address: 3579 Atlanta, Ave 2<sup>nd</sup> Floor  
Atlanta, GA 30354  
470-283-8863

If to University:

Name: Sonya James  
Title: Senior Procurement Specialist  
University Name: Georgia State University  
Address: sjames22@gsu.edu  
404-413-3176

With a Copy to:

Name: Bharath Parthasarathy  
Title: Deputy General Counsel  
University Name: Georgia State University  
Address: Centennial Hall, 100 Auburn Avenue,  
Atlanta, Georgia 30303  
404-413-0500

**30. 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.

**31. Governing Law.** The laws of the State of Georgia 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 a PantherCard Bank Account.

**32. 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, epidemics, pandemics, 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 unless otherwise agreed upon in writing by the parties.

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

**34. Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement. However, University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

**35. 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.

**36. 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.

**37. License to Establish Link to Bank Web Site.** University may choose 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](http://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 a website address you dedicate for this purpose to the [www.wellsfargo.com](http://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 the website you dedicate for this purpose for the exclusive purpose of linking from [www.gsu.edu](http://www.gsu.edu) to [www.wellsfargo.com](http://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, 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.

**38. Student Loan Representation and Warranty.** University and Bank represent and agrees to one another that the pricing and other terms and conditions for the services provided under the 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 agrees that royalty or other payments made by Bank to the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

39. **Title IV Representations.** University and Bank represent and agrees that PantherCard Bank Accounts are not being opened by University on behalf of any Eligible University Community Members, University is not establishing a process Eligible University Community Members follow to open PantherCard Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening PantherCard Bank Accounts. Further, the PantherCard program is not being established for the purpose of University's disbursement of Title IV funds and PantherCard Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

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

Wells Fargo Bank, National Association

Signature: Chad Gregory

Name: Chad Gregory

Title: Region Bank President

Date: 7/15/2020

Board of Regents of the University System of Georgia by and on behalf of Georgia State University

Signature: Jerry J Rackliffe  
Jerry J Rackliffe (Jul 6, 2020 12:52 EDT)

Name: Jerry Rackliffe

Title: SVP – Finance & Administration

Date: Jul 6, 2020



**EXHIBIT A**  
**UNIVERSITY MARKS**

**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**