

IMPORTANT PUBLIC NOTICE:

The California State University, Dominguez Hills Foundation holds a contractual relationship with Wells Fargo Bank, N.A. for the operation of a campus banking center and a one-card program ("ATM/PIN-Based Debit Card Agreement"), which contractually exist under two separate but jointly-negotiated agreements between the two parties that were executed on July 15, 2015. The one-card program agreement was amended on June 28, 2016.

While the Foundation and Wells Fargo have opened the campus banking center, neither the Foundation nor Wells Fargo have begun implementation of any component of the one-card program. There have been no financial institution accounts opened pursuant to that agreement, nor has there been any communications, marketing, or referrals to any students, faculty, or staff for financial institution services under the one-card program.

The Foundation does not have a definite timeline for implementation of the one-card program contemplated under the agreement, and any implementation would only occur after consultation with, and the agreement of, the University and its governing bodies.

EXECUTED COPIES OF THE AGREEMENT AND AMENDMENT TO THE AGREEMENT FOLLOW THIS NOTICE

**FIRST AMENDMENT TO
CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS FOUNDATION/
WELLS FARGO BANK, N.A.
ATM/PIN-BASED DEBIT CARD AGREEMENT**

This First Amendment to California State University, Dominguez Hills Foundation/Wells Fargo Bank, N.A. ATM/PIN-Based Debit Card Agreement (herein the "Amendment") is dated as of this 28th day of June, 2016, by and between California State University, Dominguez Hills Foundation (herein "Foundation") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, Foundation and Bank entered into that certain ATM/PIN-Based Debit Card Agreement dated July 15, 2015 (the "Agreement").

WHEREAS, Foundation and Bank have agreed to amend the Agreement to make certain clarifications regarding accounts offered to students and audit rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Foundation and Bank hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **CSUDH Card Bank Account Opening.** New provisions are hereby added to Section 6 (CSUDH Card Bank Account Opening) of the Agreement as follows:
 - Bank shall obtain directly, the students consent to open a financial account and/or validate a device for use with a financial account. Foundation shall not provide any student personally identifiable information (PII) to bank.
 - Bank shall ensure that the student has been informed of the terms and conditions of the financial account before the account is opened
 - Bank shall ensure that student account holder can execute balance inquiries and access funds deposited in the financial accounts through surcharge-free in-network ATMs
 - Bank shall ensure that financial accounts are not marketed or portrayed as, or converted into, credit cards
 - Bank shall ensure that students incur no cost for opening the account or validating an access device
3. **Insurance.** Section 18 (Insurance) is hereby deleted in its entirety and replaced with the following:
 18. **Insurance.** Bank shall comply with the attached Insurance Requirements, marked Exhibit (D), which by this reference is hereby made a part of this Agreement. It is understood and agreed that the Foundation is a 501c3 non-profit entity, which is included on the California State University's Chancellor's Office list of auxiliary organizations in good standing; organized and operated in accordance with Cal. Ed. Code § 89900 et seq.; of the State of California. The Foundation maintains insurance programs that include self-insurance programs backed by reinsurance and excess insurance to fund its General Liability, Professional Liability, Motor Vehicle Liability and Worker's Compensation. During business hours following reasonable request, Foundation 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.

4. Examinations and Audit. Section 21 (Examinations) of the Agreement is hereby deleted in its entirety and replaced with the following:

21. **Examinations and Audit.** Except to the extent applicable law prohibits such, all records maintained by Foundation pertaining to Bank and its CSUDH 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, Foundation will provide Bank or its duly authorized representatives with reasonable access to Foundation's records for the purpose of enabling Bank to confirm Foundation'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 Foundation's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide Foundation or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling Foundation to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the Foundation 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 21, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 23.

5. **Exclusivity.** Section 22 is revised to reflect as follows

22. **Exclusivity.** During the term of this Agreement, Foundation will not cause or authorize any Foundation identification card 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 CSUDH Card holders from using CSUDH Cards as smart cards. In addition, during the Term of this Agreement, Foundation will give Bank exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 17.

6. **Confidentiality.** New section (g) is added to Confidentiality, Section 23 as follows:

(g) Notwithstanding, Bank acknowledges that Foundation may be subject to California's Public Records Laws. If Bank claims information as it relates to this Agreement is exempt from California's Public Records Laws, Bank must identify specifically any information which it considers to be exempt, citing the applicable exemption to the law.

7. Termination. New subsection e. is hereby added to Section 25 (Termination) as follows:

e. This Agreement may be terminated by Foundation upon sixty (60) days' prior written notice to Bank in the event: (i) Foundation receives excessive complaints from students regarding their CSUDH Card Bank Accounts and Bank and Foundation are not able to reach an agreement as to how to resolve such complaints; or (ii) Foundation determines, based on its reasonable due diligence, that the fees imposed by Bank on CSUDH 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 Foundation is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

8. **Title IV Representation and Warranty.** Section 38 (Title IV Representation and Warranty) shall be revised as follows:

38. Title IV Representation and Warranty. Foundation and Bank represent and warrant that CSUDH Card Bank Accounts are not being opened by Foundation on behalf of any Eligible University Community Members, Foundation is not establishing a process Eligible University Community Members follow to open CSUDH Card Bank Accounts, and Foundation is not in any way assisting Eligible University Community Members in opening CSUDH Card Bank Accounts. Further, the CSUDH Card program is not being established for the purpose of disbursement of Title IV funds and CSUDH Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

9. **Safety and Accident Prevention.** Section 40 (Safety and Accident Prevention) shall be added as follows:

Safety and Accident Prevention. In performing work under this Agreement on Foundation premises, including the CSU property, Bank shall conform to all specific safety requirements contained in this Agreement or as required by applicable law or regulation. Bank shall take all additional precautions as the Foundation may reasonably require, which are communicated in writing to Bank and agreed to in writing by Bank, for safety and accident prevention purposes. Bank's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Agreement.

10. **Dispute.** Section 42 (Dispute) shall be added as follows:

Dispute. Any dispute arising under or resulting from this Agreement that is not resolved within 60 days of time by authorized representatives of Bank and Foundation shall be brought to the attention of Bank's Head of Consumer Deposit Products (or designee) and Foundation's Chief Business Officer (or designee) for resolution. Either Bank or Foundation may request that the Foundation's Executive Director (or designee) participate in the dispute resolution process to provide advice regarding Foundation contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement. Despite an unresolved dispute, Bank shall continue without delay in performing its responsibilities under this Agreement.

11. **Endorsement.** Section 43 (Endorsement) shall be added as follows:

Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party, in accordance with Sections 2 and 3 of the Agreement. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the Foundation, its officers or employees.

12. **Covenant Against Gratuities.** Section 44 (Covenant Against Gratuities) shall be added as follows:

Covenant Against Gratuities. Bank shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Bank, or any agent or representative of Bank, to any officer or employee of Foundation with a view toward securing the Agreement or securing favorable treatment

with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, Foundation shall have the right to terminate the Agreement either in whole or in part.

13. **Expatriate Corporations.** Section 45 (Expatriate Corporations) shall be added as follows:

Expatriate Corporations. Bank declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with Foundation by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

14. **Bank Personnel.** Section 46 (Bank Personnel) shall be added as follows:

Bank Personnel. Bank warrants that its personnel which is assigned to performing work under this Agreement is legally able to perform such duties in the country where the work is being performed.

15. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

16. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

17. **Successors and Assigns.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, The parties have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

**CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS FOUNDATION**

By: 

Name: Dr. Russel D. Statham

Title: Chief Operating Officer/Chief Financial Officer

WELLS FARGO BANK, N.A.

By: 

Name: David D. Cristofari

Title: Lead Regional President

EXHIBIT D INSURANCE REQUIREMENTS

Bank shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Bank, its agents, representatives, employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Bank shall maintain limits no less than:

- | | | |
|----|-----------------------|--|
| 1. | General Liability: | 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. | Automobile Liability: | 1,000,000 per accident for bodily injury and property damage. |
| 3. | Employer's Liability: | 1,000,000 per accident for bodily injury or disease. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions are the sole responsibility of the Bank.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The State of California, the Trustees of the California State University, the University, their officers, employees, representatives and volunteers, and CSU Auxiliaries, are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Bank; and with respect to liability arising out of work or operations performed by or on behalf of the Bank including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Bank's Insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, the Bank's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives and volunteers. Any insurance or self-insurance maintained by the Campus, its officers, officials, employees, or volunteers shall be excess of the Bank's insurance and shall not contribute with it.
3. Insurance coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the Campus by the Bank.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance shall be placed with insurers with a current AM. Best's rating of no less than A-:XI.

Verification of Coverage

Bank shall furnish the Campus with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Campus before work commences.

Subcontractors

Bank shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS FOUNDATION/
WELLS FARGO BANK, N.A. ATM/PIN-BASED DEBIT CARD AGREEMENT**

THIS AGREEMENT (herein "Agreement") is made and entered into effective as of the 15th day of July, 2015 ("Effective Date") by and between the California State University, Dominguez Hills Foundation (herein "Foundation") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, Foundation offers a multi-purpose identification card ("CSUDH Card") to all enrolled students in good standing and to all faculty and staff (collectively the "Eligible University Community Members") that is used to access a variety of University facilities and on-campus services; and

WHEREAS, Foundation desires Bank to provide checking account, ATM, PIN-based debit, and deposit transfer services among other banking and financial services to Eligible University Community Members in association with and accessed through the CSUDH Card, all as more particularly described herein; and

WHEREAS, Bank seeks to establish new account relationships through its affiliation with Foundation including but not limited to checking accounts with linked CSUDH Cards (each such checking account referred to herein as "CSUDH Card 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 15, 2015, and shall terminate on July 14, 2020, unless otherwise terminated as provided in Section 25 (the "Term") or unless both parties elect to renew the Agreement for up to five (5) additional one-year periods. Foundation agrees to give Bank notice by the first day of May 2020 that it desires to extend the Term and upon mutual agreement, the Term shall be extended for a one (1) year period. This extension procedure shall likewise be applicable with respect to the four additional one-year periods.

2. Grant to Use University Name and Marks. Foundation 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 through the CSUDH Card program. All applications of the University Marks by the Bank must conform to Exhibit "A," along with any specifications established by the Foundation 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, Foundation's prior explicit written consent. Bank shall deliver all CSUDH Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to Foundation prior to publication for Foundation's prior written consent which consent shall not be unreasonably withheld or unduly delayed. Foundation also grants Bank authority to use published CSUDH 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.

Bank acknowledges and agrees that Foundation 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 Foundation. 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 Foundation 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 Foundation. 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.

Foundation 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. If there is any claim against Foundation or Bank that the University Marks or any modifications thereof, as authorized by Foundation, infringe the rights of another party, Foundation 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 Foundation or Bank, or in the event Foundation 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 Foundation agrees 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 19. Foundation 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 (including reasonable attorney fees), 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 Foundation, 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 Foundation or Bank, or where Foundation agrees to discontinue use of the marks in order to resolve the claim.

3. Grant to Use Bank Name and Marks. Bank hereby grants Foundation 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 CSUDH Cards linked to a CSUDH Card Bank Account and all promotional and informational materials prepared by Foundation in connection with the CSUDH Card under this Agreement. Foundation will make no other use of Bank Marks without Bank's prior written consent. Foundation agrees that all products and/or services offered in connection with the CSUDH Card program shall be of a nature and quality commensurate with the nature and quality of the Foundation's CSUDH Card program. Foundation shall deliver all CSUDH Card designs and all promotional and informational materials prepared by Foundation that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

Foundation 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 Foundation 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, Foundation'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, Foundation will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on CSUDH Cards issued after the effective date of such expiration or termination.

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 Foundation 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 Foundation's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or Foundation, 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 Foundation against any expenses Foundation incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 19. Bank further agrees to indemnify Foundation against all liabilities Foundation incurs to third parties (including, without limitation damage awards obtained by such third parties against Foundation), together with Foundation's reasonable costs of defending against such liabilities (including attorney fees), arising from Foundation'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, Foundation 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 Foundation, 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 CSUDH Cards issued or reissued after notice of the change is given to Foundation. Foundation shall be permitted to issue CSUDH Cards using stock which is already on order with the supplier as of the time Bank notifies Foundation of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that Foundation determines that such use is needed to permit its CSUDH Card 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 Foundation, Bank shall pay all of Foundation's costs related to such changes. Foundation shall have no obligation to reissue CSUDH Cards 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 Foundation.** In consideration of the license and grant of rights from the Foundation given to the Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to the Foundation as follows:

a. **Initial Royalty Payment.**

Bank will pay 50% of the \$50,000.00 (\$25,000) within sixty (60) days of the commencement of this Agreement. The remaining balance (\$25,000) will be paid within sixty (60) days of the "live date" of the CSUDH Card.

b. **Account Royalty Payment.**

Bank will pay Foundation for each eligible checking account linked to the CSUDH Card for the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member.

The number of Foundation CSUDH Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked CSUDH Card. Bank will use discrete product and customer identification and will only pay Foundation for one linked CSUDH Card Bank Account per Eligible University Community Member. To be considered for payment, the CSUDH Card 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 Foundation provided total enrollment of Eligible University Community Members (e.g., enrolled students). The total number of Eligible University Community Members will represent the total student enrollment number for the academic school year as October of each year of the term.

The annual account royalty payment shall be based on the number of eligible checking accounts linked to CSUDH Cards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a CSUDH Card 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:

<i>Percentage of Student Enrollment Linked to a checking account</i>	<i>Annual Royalty Payment Based on Linked Accounts</i>
<i>0%-24.99%</i>	<i>\$25,000</i>
<i>25.00%</i>	<i>\$30,000</i>
<i>30.00%</i>	<i>\$36,000</i>
<i>35.00%</i>	<i>\$42,000</i>
<i>40.00%</i>	<i>\$48,000</i>
<i>45.00%</i>	<i>\$54,000</i>
<i>50.00%</i>	<i>\$60,000</i>
<i>55.00%</i>	<i>\$66,000</i>
<i>60.00%</i>	<i>\$72,000</i>
<i>65.00%</i>	<i>\$78,000</i>
<i>70.00%</i>	<i>\$84,000</i>
<i>75.00%</i>	<i>\$90,000</i>
<i>80.00%</i>	<i>\$96,000</i>
<i>85.00%</i>	<i>\$102,000</i>
<i>90.00%</i>	<i>\$108,000</i>
<i>95.00%</i>	<i>\$114,000</i>
<i>100.00%</i>	<i>\$120,000</i>

Payments described in this Section 4 shall be deemed paid upon receipt by the Foundation at the address indicated herein for receipt of notices pursuant to Section 28.

Royalty Payment Timeframes

The initial payment will be for \$25,000 of the signing bonus to be paid with sixty (60) days of the date the Agreement is executed. The remaining \$25,000 to be paid within sixty (60) days following the "live" date of the CSUDH Card. 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 CSUDH Card. Accordingly, payment information is expected as follows:

- The account royalty payment will be calculated annually in October to ensure accurate payment has been made to Foundation.

- Annual account royalty payments, based on number of linked CSUDH Card Bank Accounts, will be calculated from the total enrollment of Eligible University Community Members received from the Foundation the last week of October. The annual account royalty payment will be due to Foundation within sixty (60) days of the receipt of the total enrollment count.

Accordingly, the Agreement execution date is July 15, 2015 and the first new CSUDH Card is expected to be issued by December 31, 2015, so the first account royalty payment based on participation would be calculated in October 2016. The account royalty payment would be made by December 2016.

5. CSUDH Card Bank Account. During the Term, Bank will provide in accordance with this Section 5 a checking account linked to the CSUDH Card for CSUDH Card holders 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 \$50.00 by the CSUDH Card holder. Nothing herein prohibits Bank from closing any CSUDH Card Bank Account in accordance with standard deposit account procedures. Eligible University Community Members may choose from a variety of checking accounts offered by Bank. A "linked" checking account is defined as a Bank checking account which has a CSUDH Card linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

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

- f. Should the Foundation 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 CSUDH Card and the CSUDH Card holders, using a design and functionality subject to the approval of the Foundation, 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 Foundation to provide any required approval. The website shall provide information as mutually agreed by Foundation and Bank, which may include the following features:
 - i Information about various account offerings for CSUDH Card holders,
 - ii Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number, and
 - iii Information about links to Bank related products and services.
- g. Foundation 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 CSUDH Card Bank Accounts that it makes generally to its non- CSUDH Card Bank Accounts.

6. CSUDH Card Bank Account Opening. The CSUDH Card Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that Foundation shall have the right to determine where, on the Foundation'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 CSUDH Card Bank Account applications from CSUDH Card 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 CSUDH Card holder in connection with the CSUDH Card Bank Account opening. Foundation 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 CSUDH Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the CSUDH 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 CSUDH Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

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

- i an electronically stored photo of the CSUDH Card holder,
- ii the CSUDH Card holder's relationship to University (faculty, staff, student),
- iii the CSUDH Card holder's first and last name,
- iv Wells Fargo logo, and
- v 16-digit ISO number printed in its entirety.

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

- i 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 access,
- ii Wells Fargo logo,
- iii the appropriate ATM network "bugs" as follows:
Plus: 15mm wide X 8.25mm high,
- iv 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, and
- v instructions for reporting lost or stolen cards to Wells Fargo, including the customer service phone number (1-800-TO-WELLS/1-800-869-3557).

The CSUDH Card will include such design and functionality as is necessary to provide reasonably such Foundation benefits as Foundation may request, such as access pass to University facilities and University provided financial services, which may be accessed through a separate two or three-track magnetic stripe on the back card panel.

Foundation shall be responsible for any costs associated with the new design of the CSUDH Card. While Foundation shall cooperate with Bank to create a CSUDH Card design with the intention of maximizing market potential and having an otherwise attractive appearance, Foundation shall retain the right to disapprove Bank's design when it finds the design to adversely impact the professional image or reputation of Foundation or to be otherwise disadvantageous to Foundation. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the CSUDH Card shall be subject to 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 Foundation's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Bank will assist Foundation at Foundation's expense with an initial trademark/service mark search if requested by Foundation. Foundation agrees 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 Foundation elects to use the name or card design.

8. Conversion to and Issuance of New Cards. Eligible University Community Members will receive the University CSUDH Card with the capability to access Bank financial services. In order to achieve timely conversion and issuance of the new CSUDH Card, Foundation shall as soon as is practical following the Effective Date of this Agreement, cooperate with Bank to market the CSUDH Card. Bank and Foundation will work together through mutually agreed upon communication methods including without limitation communications that the Foundation will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of educating Eligible University Community Members about the new CSUDH Card program with optional PIN-based debit functionality and marketing the same. Bank and Foundation shall engage in the following activities and take such other measures as are reasonably calculated and necessary to achieve first issuance of the new CSUDH Card to all Eligible University Community Members by December 31, 2015.

Step	Description of Activity	Approximate Time
1	Submit and Process Network Applications	60 days (from date of submission)
2	Card Layout, Content and Design Approval Process	30-90 days
3	Production and delivery of Card Plastics	60-90 days (from completion of Step 2)
4	ATM and Debit Network Setup, Scheduling and loading of ISO	7 days (from completion of Step 1)
5	Card Testing	15 days (from completion of Step 4)
6	Marketing Plan Development	60-90 days
7	Program Performance Reporting	60 days (from completion of Step 5)
	Total Time to linked CSUDH Card Activation	90-180 days estimated

Within ten (10) days of the execution of this Agreement, Foundation 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 CSUDH Card 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 CSUDH Card at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

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

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

9. CSUDH Card Costs. Bank will cover the actual cost of card stock up to \$1.00 per card for issuance of new CSUDH Cards for the term of the contract. Bank will pay up to \$3,000.00 annually of the actual cost of the plastic card stock for the CSUDH Card issued to Eligible University Community Members during the Term of the Agreement. It is Bank's preference to re-card the entire campus; in this case Bank will cover the one-time cost of the card replacement, which is estimated to be up to \$15,000.00.

Bank will not pay for replacement CSUDH Cards issued to Eligible University Community Members if they are lost or stolen. It is at the Foundation's discretion whether to charge Eligible University Community Members for replacement CSUDH Cards.

Bank will pay Foundation within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by Foundation. Such invoice will be provided no less than quarterly.

10. Post-conversion Changes to the CSUDH Card. Foundation reserves the right to make alterations within a mutually agreed upon time to the CSUDH Card program which may require re-issuance of cards, in which case Foundation 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. Foundation agrees that said changes will not diminish the financial services provided by Bank through the CSUDH Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

11. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a CSUDH Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the CSUDH Card's capability for processing transactions through the CSUDH Card Bank

Account. Bank shall provide CSUDH Card holders, without cost to the Foundation, a toll-free phone number for the purposes of notifying the Bank of lost and stolen CSUDH 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 CSUDH 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 California.

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 Foundation provided identification benefits of the CSUDH Card, Foundation shall in accordance with such policies and procedures as it may establish, terminate the functionality of the CSUDH Card and its Foundation identification benefits. However, Foundation shall not be required to collect the CSUDH Card; nor shall the CSUDH Card holder be required to forfeit the CSUDH Card. Bank may or may not discontinue the services of the CSUDH Card 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 CSUDH Cards actively serving as Foundation's multi-function identification card and displaying the Bank Marks may or may not be replaced by Foundation, at the Foundation's sole discretion. Such outstanding CSUDH Cards may continue to serve as a Foundation 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 CSUDH Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the CSUDH Cards 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 CSUDH Card 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, Foundation shall be deemed to own the ISO numbers associated with the CSUDH Cards 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. Foundation has no responsibility for, and no relationship with, third party

vendors accepting the CSUDH Card for ATM, PIN-based debit CSUDH Card 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, Foundation will be considered the "issuer" of the CSUDH Card used as the University ID card, except to the extent the CSUDH Card is used to perform electronic funds transfers to or from any CSUDH Card Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to Foundation or any CSUDH Card holder for any liability arising from Foundation's "issuer" responsibilities. Bank will be considered the "issuer" of the CSUDH Card as it pertains to electronic funds transfers to or from any CSUDH Card Bank Account and to the performance of any other financial transactions involving a CSUDH Card Bank Account. Bank will be responsible to the CSUDH Card holder for any unauthorized or erroneous transaction involving the CSUDH Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. Foundation will not be responsible to Bank or to any CSUDH Card holder for any liability arising from Bank's issuer responsibilities or for losses to any CSUDH Card Bank Account; provided however, that nothing herein will exonerate Foundation from any unauthorized or erroneous transactions or losses involving a CSUDH Card Bank Account caused by Foundation. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other Foundation disbursements into the CSUDH Card Bank Accounts, if any, Foundation will comply with all applicable laws and regulations.

17. Marketing. Bank and Foundation shall fully cooperate and shall work in conjunction to promote the CSUDH Card program through various marketing efforts. Both Bank and Foundation 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, Foundation will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to Foundation. Foundation will provide Bank with the opportunity to provide information about the Bank financial services associated with the CSUDH Card program to Foundation Cardholders and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. Foundation and Bank will mutually agree upon direct mail and email communication strategies, and Foundation will send these communications on Bank's behalf. Foundation agrees that such marketing materials will include both the Bank Marks and University Marks. Foundation will provide Bank with the opportunity to include inserts funded by Bank in Foundation mailings to University Cardholders and new incoming University students. All mailings shall be mutually agreed on and where appropriate approved by the applicable Foundation department and Bank.

In addition, Foundation will communicate during orientation the University CSUDH Card program and associated Bank financial services to all parents/guardians and students. The University CSUDH Card program and associated Bank financial services will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations including but not limited to the presence of Bank representatives and presentations at the orientations. Foundation agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future CSUDH Card holders including but not limited to the above marketing efforts and "tabling" on campus.

Marketing Budget

Bank will provide the marketing services function for marketing and promotion of the CSUDH Card program. Bank estimates that its annual marketing budget for the promotion of the CSUDH Card Campus Card project will be approximately \$15,000.00 the first year to launch the program and approximately \$10,000.00 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 CSUDH Card and the benefits of linking it to a Bank checking account.

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 Foundation 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.

Foundation represents and warrants that at all times during the Term, Foundation 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, Foundation 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 CSUDH 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 Foundation 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 CSUDH 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 CSUDH Cards, CSUDH 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.

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. Except to the extent applicable law prohibits such, all records maintained by Foundation pertaining to Bank and its CSUDH Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency. Bank will provide Foundation or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling Foundation to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the Foundation or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Bank may require persons obtaining access to Bank's records under this Section 21, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 23.

22. Exclusivity. During the term of this Agreement, Foundation will not cause or authorize any Foundation identification card 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 CSUDH Card holders from using CSUDH Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, Foundation will give Bank exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 17.

23. Confidentiality. Foundation 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 Foundation deems proprietary or confidential pursuant to the law or Foundation 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 CSUDH Card Bank Account application data and CSUDH 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. 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 Foundation and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the Foundation, 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 Foundation 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 CSUDH Card holders and who have CSUDH Card Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although Foundation 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, Foundation would be precluded from using a list comprised of CSUDH Card holders who have obtained CSUDH Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that Foundation 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 Foundation 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. Equipment. Foundation is responsible for providing at its cost any equipment and systems programming necessary to implement the new CSUDH Card program. Bank is responsible for providing any additional needed data lines and installation at its cost.

25. 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.
- c. This Agreement may be terminated by either party at any time if: (i) the operation of the CSUDH Card program has or threatens to have a material adverse financial impact on Bank or Foundation due to a change in applicable law, regulation, rule or policy applicable to Bank or Foundation or the use of one or more of the CSUDH Cards in a fraudulent manner or in a way which does not permit Bank or Foundation to recover

funds from the user(s) of the CSUDH Card (s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the CSUDH Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or Foundation.

- d. In the event Foundation terminates the Agreement prior to July 14, 2020 for any reason other than those stated in subsections a, b, or c of this Section 25, Foundation shall repay to Bank a percentage of the Initial Royalty Payment described in Section 4.a. of this Agreement. The percentage to be repaid by Foundation shall be calculated as follows:

Agreement Terminated:	Percentage of Initial Royalty Payment 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%
During the last year of the Term	0%

26. 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.

27. 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 Foundation unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, Foundation acknowledges that certain CSUDH 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.

28. 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:

Linda Russell
Community Bank Area President
Wells Fargo Bank
141 Rosecrans Ave, 4th Floor, Suite 4100
El Segundo, CA, 90245-4747

If to Foundation:

Dr. Russel D. Statham
Chief Financial Officer
CSUDH Foundation
1000 E. Victoria St, SCC 202
Carson, CA 90747

29. 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.

30. Governing Law. The laws of the State of California shall govern this Agreement, and any disputes related to this Agreement shall be subject to the venue of Los Angeles County, California. 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 CSUDH Card Bank Account.

31. 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.

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

33. 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, Foundation and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

34. Information System General Security

- a. Foundation 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 Foundation or any agent or subcontractor of Foundation, 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, Foundation 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 Foundation receives notice of such policies, procedures, and standards, and any relevant changes.
- c. In addition, Foundation 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.

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

36. License to Establish Link to Bank Web Site. Foundation may choose to use the Bank "red box" logo on the Foundation 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 Foundation a worldwide, non-exclusive right and license to establish a normal (href) text based link on WWW.CSUDH.edu to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that Foundation shall not "frame" the Bank web pages inside the Foundation web site. Bank also hereby grants to Foundation 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.CSUDH.edu for

the exclusive purpose of linking from WWW.CSUDH.edu to www.wellsfargo.com. Foundation 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 Foundation of the Logo shall inure to the benefit of Bank.

Foundation 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, Foundation 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.

Foundation agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to Foundation by Bank. Foundation agrees that all products and/or services offered by Foundation 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 Foundation use of the Logo on the University web site. Foundation 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." Foundation 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 Foundation, are non-transferable by Foundation, do not convey any sublicensing rights to Foundation, and shall not inure to the benefit of any successor in interest of Foundation. 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 Foundation are reserved to Bank.

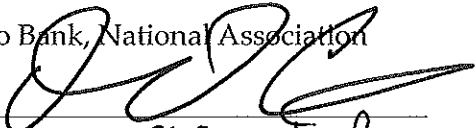
37. Student Loan Representation and Warranty. Foundation and Bank represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Agreement are unrelated to whether the University refers student loans to Bank and to the amount of any such referrals.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

38. Title IV Representation and Warranty. Foundation and Bank represent and warrant that CSUDH Card Bank Accounts are not being opened by Foundation on behalf of any Eligible Community Members, Foundation is not establishing a process Eligible Community Members

follow to open CSUDH Card Bank Accounts, and Foundation is not in any way assisting Eligible Community Members in opening CSUDH Card Bank Accounts. Further, the CSUDH Card program is not being established for the purpose of Foundation's disbursement of Title IV funds and CSUDH 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

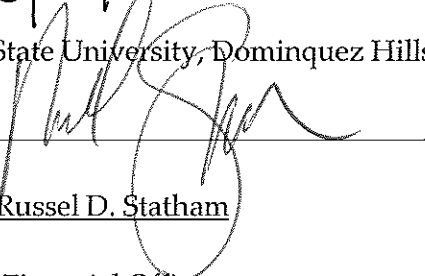
Signature: 

Name: David DiCristofaro

Title: Region President

Date: 08/03/15

California State University, Dominguez Hills Foundation

Signature: 

Name: Dr. Russel D. Statham

Title: Chief Financial Officer

Date: July 27, 2015

EXHIBIT A

UNIVERSITY MARKS



EXHIBIT B
BANK MARKS



(Black box with white letters)



(Red box with gold letters)

EXHIBIT C

FOUNDATION TAXPAYER IDENTIFICATION NUMBER

95-2543028