MIDWESTERN STATE UNIVERSITY
CAMPUS DEBIT CARD AGREEMENT

THIS AGREEMENT (herein “Agreement”) is made and entered into effective as of the 5th day August, 2015 (“Effective Date”) by and between the Midwestern State University (herein “University”) and Wells Fargo Bank, National Association (herein “Bank”).

WHEREAS, University offers a multi-purpose identification card (“Campus 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, University desires Bank to provide checking account, ATM, debit (PIN-based and Visa based) transactions and deposit transfer services among other banking and financial services to Eligible University Community Members in association with and accessed through the Campus Debit Card, all as more particularly described herein; and

WHEREAS, Bank seeks to establish new account relationships through its affiliation with University including but not limited to checking accounts with “linked” Campus Debit Cards (each such checking account referred to herein as “Campus Card Bank Account”).

WHEREAS, the following definitions apply throughout this Agreement:
- “Campus Debit Card” is defined as a Campus Card that is linked to a Bank checking account within the Bank’s system for the purpose of ATM, PIN-based (online) and Visa based (offline) transactions and has been activated by the Eligible University Community Member.
- “Campus Card Bank Account” is defined as a Bank checking account which has a Campus Debit Card linked to it within the Bank’s system.
- “Campus Card” is defined as the University’s official ID card which may be a Campus Debit Card version or a standard ID card without banking services available

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

1. Term and Options to Extend. The Term of this Agreement shall commence on January 22, 2016, and shall terminate on January 21, 2019, unless otherwise terminated as provided in Section 26 (the “Term”) or unless both parties elect to renew the Agreement for up to two additional one-year terms.

2. Grant to Use University Name and Marks. University hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on

Wells Fargo CONFIDENTIAL
Rev. # 08052015
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 Campus Debit Card 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 trade name owned by or associated with the University without, in each case, University's prior explicit written consent. Bank shall deliver all Campus Debit Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to University prior to publication for University's prior written consent which consent shall not be unreasonably withheld or unduly delayed. University also grants Bank authority to use published Campus Debit Card marketing materials as examples for prospective Bank clients or within Bank Campus Debit 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 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. If there is any claim against University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Bank's right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to University or Bank, or in the event University agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then University agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 20. University further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without
limitation damage awards obtained by such third parties against Bank), together with Bank’s reasonable costs of defending against such liabilities (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 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 Campus Debit Cards and all promotional and informational materials prepared by University in connection with the Campus Debit Card under this Agreement. The Bank Marks shall appear on the Campus Debit Card version which will be issued by Bank. 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 Campus Debit Card program shall be of a nature and quality commensurate with the nature and quality of the University’s Campus Card program. University shall deliver all Campus Debit Card 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 Campus Debit 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 trademark, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University’s right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University’s reasonable costs of defending
against such liabilities (including attorney fees), arising from University’s use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

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

a. Account Royalty Payment

| Account Royalty (due on August 30, 2016 and each year thereafter for Term as further discussed below) | $5 per account |

An Account Royalty of $5.00 per account will be paid to University for Campus Card Bank Accounts opened and maintained by an Eligible University Community Member.

The number of Bank’s Campus Card Bank Accounts for purposes of computing the Account Royalty will be mutually determined by the parties annually on May 31st during the Term, with the Account Royalty to be paid to University no later than 90 days following May 31st.

The number of University Campus Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon Bank’s checking accounts database. Bank will use discrete product and customer identification and will only pay University for one Campus Card Bank Account per Eligible University Community Member. To be considered for payment, the Campus 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 University provided list of Eligible University Community Members who are current Campus Debit Card holders (e.g., enrolled students, currently employed faculty/staff). The file shall include at a minimum Eligible University Community Member name, student/employee ID number, class year/faculty/staff designation (as applicable), and will be provided quarterly in an encrypted file format as mutually agreed upon by the parties.
Payments described in this Section 4 shall be deemed paid upon receipt by the University at the address indicated herein for receipt of notices pursuant to Section 29.

During the Term, Bank will provide in accordance with this Section 5 a checking account with a Campus Debit Card to Eligible University Community Members who have requested such an account and who meet Bank’s usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of $50.00 by the Campus Card Bank Account holder. Nothing herein prohibits Bank from closing any Campus 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. Some Campus Debit Card holders may not be eligible for the Campus 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 Campus Debit Card holder shall be considered to be a Campus Card Bank Account.

c. Enrolled students may choose the Wells Fargo Everyday Checking account to which a Campus Debit Card may be linked. Faculty and staff may choose from the Bank checking accounts they may qualify for to which a Campus Debit Card may be linked.

d. The Campus 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. 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 Campus Card 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.

f. Should the University request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the Campus Debit Card and the Campus Debit Card holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be
responsible for any delay in such performance, to the extent that such failure or delay is
due to the failure of University to provide any required approval. The website shall
provide information as mutually agreed by University and Bank, which may include the
following features:

i. Information about various account offerings for Campus Debit Card holders,

ii. Information regarding how to report lost/stolen cards including the 24/7 toll-free
customer service phone number,

iii. Link to log-in for secure online banking session, and

iv. Information about and links to other Bank related products and services.

g. 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 Campus
Card Bank Accounts that it makes generally to its non-Campus Card Bank Accounts.

The Campus Card Bank Accounts may be opened by Bank using Bank personnel anywhere
permitted by applicable law and regulations; provided however, that University shall have the
right to determine where, on the University’s premises, such accounts may be opened. Bank will
make its personnel available when agreed to by the parties, at dates, times and places to be
agreed upon by the parties, for the purpose of accepting Campus Card Bank Account
applications from Campus Debit Card holders. Bank may accept deposits to Campus 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 Campus Debit Card holder in
connection with the Campus Card Bank Account opening. University will not have authority or
responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open a Campus Card Bank Account. Bank personnel shall
provide support for the implementation of the financial services associated with the Campus
Debit Card program, including the opening of checking accounts for Eligible University
Community Members. Additional Bank personnel will be available and assigned as reasonably
needed and as mutually agreed upon to support Campus Card Bank Account services during
peak activity times, such as the initial re-carding process and first year student orientations.
7. **Campus Debit Card Design and Specifications.** The Campus Debit Card version shall conform to the following specifications. The front side of the Campus Debit Card will include the University Mark and design mutually selected by the parties to differentiate the new card from previous Campus Debit Cards and other CR80 size cards. The front side shall have these minimum requirements:

i. an electronically stored photo of the Campus Debit Card holder,

ii. the Campus Debit Card holder’s first and last name,

iii. Wells Fargo logo,

iv. embossed 16-digit ISO number,

v. the Visa brand

vi. the word “DEBIT” and

vii. embossed expiration date.

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

i. magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two,

ii. Wells Fargo logo,

iii. the flying dove hologram

iv. the appropriate ATM network “bugs,” as follows:
   Plus: 15mm wide X 8.25mm high

v. instructions for reporting lost or stolen cards, and

vi. a space for cardholder signature    vii. Card Verification Value (CVV2)

The Campus Debit Card 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.

Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the Campus Debit 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 University’s responsibility to conduct a trademark/service mark search of the campus card name (and logo if applicable). University 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 University elects to use the name or card design.

8. **Issuance of New Cards.** Eligible University Community Members will have a choice of either the Campus Debit Card or a standard University ID Card without the capability to access Bank financial services. University shall cooperate with Bank to market the Campus Debit Card.
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 Campus Debit Card program and marketing the same.

Eligible University Community Members can either order the Campus Debit Card through a Bank representative on campus during the enrollment period or visit the local Bank store to order the Campus Debit Card which will be linked to their existing or new Bank account. When an Eligible University Community Member orders the Campus Debit Card, Bank will notify University that a photo and associated data is required to produce the Campus Debit Card, and when the photo is received, the Campus Debit Card request will be forwarded to the card vendor. The Campus Debit Card will be sent directly to the Bank account holder via U.S. mail 7-10 business days from when the card production vendor receives the cardholder’s photo. After the cardholder activates the Campus Debit Card via telephone or Wells Fargo branch, it will be available for use at ATMs or for purchases.

9. Campus Debit Card Costs
Bank will pay for the actual cost of plastic card stock, card sleeves and printer ribbon up to an amount equal to $1.00 per Campus Debit Card for new and transferring Eligible University Community Members during the Term of this Agreement.

Bank will not pay for replacement standard University ID Cards issued to Eligible University Community Members if they are lost or stolen. It is at the University’s discretion whether to charge Eligible University Community Members for replacement standard Campus Debit Cards.

Bank will pay University within sixty (60) days of receipt of a detailed invoice from University. Such invoice will be provided no less than quarterly.

10. Data Transmission for Photos and Other Data.
Daily files containing information for those Eligible University Community Members who request a Campus Debit Card will be transmitted between University and Bank using Data Transmission Services (DTS). Bank encrypts all data in the transmission files using the industry standard Secure Socket Layer (SSL). Data Transmission Services encrypts all files transmitted over the internet via its web site. Data Transmission Services is a secure site that requires a logon and conducts a full authentication of all users, including Bank and the University. To connect to DTS, the University must have one of the following browsers that support 128 bit encryption, SSL 3.0 based connections, including Internet Explorer, Netscape, Mozilla, and Mozilla Firefox. Bank does not support customers automating HTTPS sessions. File layout and URL will be provided by the Bank.
When Eligible University Community Members request a Campus Debit Card they will need to provide their student/employee ID numbers which will be added to Bank's system to act as identifier key for data transmissions between Bank and University. Once a Campus Card Bank Account is opened, Bank will send the Eligible University Community Member name and student/employee ID to University in an encrypted file in a format and method mutually agreed upon. The timing and regularity of this transmission will be mutually agreed upon. The purpose of this file is to receive the digital photo of the Eligible University Community Member and associated Access ID so that it may be encoded onto the Campus Debit Card's magnetic stripe. The Bank file will also request new Access IDs for lost or stolen cards and notify the University to remove security access at the University for closed or replaced cards. The University agrees to transmit a daily file to Bank with the requested information for the new or replaced Campus Debit Cards. It is the University's responsibility to ensure that the digital photo transmitted to Bank for each Eligible University Community Member is the correct photo for the respective individual. University is responsible for any liability resulting from sending an incorrect photo for a respective individual.

Bank will allow University to transmit a new photo whenever an Eligible University Community Member has updated his/her photo at the University. The new photo will be printed the next time a new Campus Debit Card is issued.

**Photo**
The photo that will be on the Campus Debit Card will be a 1 x 1 inch personalized image taken by the University.

**Photo/Image and Data Requirements**
Photos and digitized images submitted for Campus Debit Cards must meet all Visa requirements governing plastics and the use of photos. In addition, the photos must meet the following requirements:

i. The minimum pixel dimension requirement is 194x218;

ii. Photos must be in color;

iii. Photos must be in focus and have sufficient lighting;

iv. Photo image must be a JPEG file; and

v. Photo must be a head shot.

The following conditions in original photos can contribute negatively to the capture of digital images:

i. Clarity of original

ii. Background

iii. Lighting

iv. Type of film
v. Age of the photo
The photos transmitted from the University to Bank must be 240 DPI. The photo must be transmitted as the binary data type.

Bank and University agree to the following data requirements:
i. Social Security Number will not be used as the student/employee ID to uniquely identify an Eligible University Community Member;
ii. Photos will be transmitted to Bank as the binary data type;
iii. Character or numeric data will be transmitted to Bank as either EBCDIC or ASCII data types;
iv. Per Visa operating guidelines, University can not use the full 16-digit ISO number to identify an Eligible University Community Member within its systems. University can use a truncated number, digits 8 – 14, which will be unique to each Campus Debit Card; and
v. University agrees to participate in file transmission testing with Bank at least eight (8) weeks prior to first card issuance date.

Wells Fargo Campus Debit Card Transmission Files Overview
The following file descriptions are a minimum of the required file transfers that will be required:

a. Daily Status/Action File
This file is transmitted from Bank to the University on a daily basis. The purpose of this file is to inform the University when an Eligible University Community Member requests a Campus Debit Card or if the status of the card changes.

b. Daily University File
This file is transmitted from the University to Bank on a daily basis with the information needed to produce the Campus Debit Card for the Eligible University Community Member. This file includes the photo and access ID. University agrees to provide this file within 48 hours of the original request (Daily Status/Action File) from Bank. This Service Level Agreement (SLA) is necessary to enable Bank to meet its SLA to the customer and provide the Campus Debit Card within 7 to 10 days of the customer request.

c. Affiliation File
This file is transmitted from the University to Bank on a monthly basis to inform Bank of Eligible University Community Members who are no longer affiliated with University.

d. Updated Access ID File
This file is transmitted from the University to Bank on an as-needed basis when the access ID needs to be updated on a Campus Debit Card. This action will cause a new card to be issued to the Campus Card Bank Account holder.

File layouts, transmission requirements, service level agreements and file receipt cut-off times will be provided to University as part of implementation project.

11. **Post-conversion Changes to the Campus Debit Card.** University reserves the right to make alterations within a mutually agreed upon time to the Campus Debit Card 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 Campus Debit Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

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

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

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

14. **Disposition of Cards Upon Termination.** Upon the termination or expiration of this Agreement for any reason, outstanding Campus Debit Cards 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 Campus Debit Cards 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 Campus Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Campus Debit Cards to alternative access devices within 180 days of the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the Campus Debit 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.

15. ISO Number Ownership. At all times, Bank shall be deemed to own the ISO numbers associated with the Campus Debit Cards issued pursuant to this Agreement. The ISO number will be licensed to Bank per Visa’s Operating Regulations and will not be transferred to the University upon termination of this Agreement.

16. 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 Campus Debit Card as a result of this Agreement.

17. 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 standard Campus Card used as the University ID card. Bank will not be responsible to University or any Campus Card holder for any liability arising from University’s “issuer” responsibilities. Bank will be considered the “issuer” of the Campus Debit Card as it pertains to electronic funds transfers to or from any Campus Card Bank Account and to the performance of any other financial transactions involving a Campus Card Bank Account. Bank will be responsible to the Campus Debit Card holder for any unauthorized or erroneous transaction involving the Campus Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. University will not be responsible to Bank or to any Campus Debit Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any Campus Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a Campus Card Bank Account caused by University. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the
Campus Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

18. **Marketing.** Bank and University shall fully cooperate and shall work in conjunction to promote the Campus Debit Card program, including the Campus Debit Card, through various marketing efforts. Both Bank and University shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, University will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to University. University will provide Bank with the opportunity to provide information about the Bank financial services associated with the Campus Debit Card Program to University Cardholders and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. University agrees that such marketing materials will include both the Bank’s and University’s marks. University will provide Bank with the opportunity to include inserts funded by Bank in University mailings to University Cardholders and new incoming University students. All mailings shall be mutually agreed on and where appropriate approved by the applicable University department and Bank. In addition, University will communicate during orientation the University Campus Debit Card program and associated Bank financial services to all parents/guardians and students. The University Campus Debit 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 by inclusion in presentations and the presence of Bank representatives at the orientations. University agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future Campus Debit Card holders including but not limited to the above marketing efforts and “tabling” on campus.

19. **Insurance.** Bank represents and warrant 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, with limits of not less than $1,000,000 each claim and $3,000,000 each occurrence. In addition, Bank shall obtain and keep in force automobile liability insurance of not less than $1,000,000 combined single limit. Each policy shall include University as an additional insured. Bank’s parent company, Wells Fargo & Company (“Wells Fargo”) is a nonsubscriber under the Texas Workers’ Compensation Act. It has established an employee welfare benefit plan which provides a high level of disability, death, dismemberment and medical benefits with respect to covered injuries sustained by its Texas team members in the course and scope of employment. See the document attached as Exhibit “D” for an overview of this plan. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered
within industry standards for similarly situated financial services companies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

University represents and warrants that at all times during the Term, the University, as a State agency, is indemnified by the State of Texas with respect to liability and carries no commercial liability insurance. The University does purchase educators legal liability insurance (errors and omissions). The State of Texas provides coverage for workers' compensation by appropriating funds from the University for University employees. The University is required by certain bond covenants to carry fire and extended coverage and boiler insurance on buildings financed through the issuance of bonds. The University also carries liability on all highway vehicles in the amount of $250,000/$500,000 bodily injury, and $100,000 property damage.

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

Bank does not control, and, except as provided in Federal Reserve Board Regulation E and state law to the extent applicable, is not responsible to University for any error, act, or omission with respect to ATMs or POS terminals not owned and operated by Bank.

Bank does not undertake to ensure that Campus Debit Card holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with Campus Debit Cards, Campus Card Bank Account 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.*

21. 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.

22. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Campus Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and the United States Department of Treasury, Office of the Comptroller of the Currency. 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. 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 Section 24.

University will give Bank access to student direct mail and email lists for the purpose of creating awareness to the Campus Debit Card Program and Bank related services.

23. Exclusivity. During the term of this Agreement, University will not cause or authorize any University 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 Campus Card holders from using Campus Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement,
University will give Bank exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 18.

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 Campus Card Bank Account application data and Campus 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 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 Campus Debit Card holders and who have Campus Card Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list comprised of Campus Debit Card holders who have obtained Campus Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

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

25. Equipment. University is responsible for providing at its cost any equipment and systems programming necessary to implement and maintain the Campus Debit Card 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 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 Campus Debit Card program has or threatens to have a material adverse financial impact on Bank or University due to the use of one or more of the Campus Debit Cards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the Campus Debit Card(s); or (ii) Bank is notified by a regulatory agency that any aspect of the Campus Debit Card program does not comply with, or any change to the Campus Debit Card program is required by, 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 Campus Card Bank Accounts and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on Campus Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

e. Commencing eighteen (18) months from the Effective Date of this Agreement, either party may terminate this Agreement without cause on one hundred twenty (120) days written notice to the other party.
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 Campus Debit Card products and services to be provided by Bank may be supplied by or through Bank’s parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

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: 
Janie Gee  
Community Banking District Manager  
Wells Fargo Bank, National Association  
2301 Kell Blvd.  
1st Floor  
Wichita Falls, TX 76308-1041

If to University: 
Director, Campus Card Services  
Midwestern State University  
3410 Taft Blvd.  
Wichita Falls, TX 76308

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 Texas shall govern this Agreement. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible University Community Member regarding a Campus Card 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, 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.

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. Each of University’s employees having access to Bank’s computer systems will be required to sign Bank’s system access agreement.

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.

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 would like to use the Bank "red box" logo on the University Internet web site as a link to Bank's Internet web site at wells Fargo.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 www.mwsu.edu to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not "frame" the Bank web pages inside the University web site. Bank also hereby grants to University a non-exclusive right and license to use the WELLS FARGO "red box" logo ("the Logo") on the University Internet web site located at www.mwsu.edu for the exclusive purpose of linking from www.mwsu.edu to www.wellsfargo.com. University agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of Bank and that any and all uses by University of the Logo shall inure to the benefit of Bank.

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

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Bank. University agrees that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the University use of the Logo on the University web site. University agrees that any University web page featuring banking information must be accompanied by required banking disclosures, 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 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 University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

39. **Right of First Refusal.**

**Campus Bank Facility and ATMs.** During the Term of this Agreement, University shall grant to Bank a right of first refusal ("Refusal Right") relating to the opening of an on campus bank facility and/or installation of ATMs upon the following terms and conditions: 1) If University desires to open an on campus bank facility or install ATMs, University shall notify Bank of such fact and shall submit to Bank a proposal containing the same provisions and conditions as those proposed to any other entity. Bank shall have sixty (60) business days after University submits said proposal to accept the proposal in writing; and 2) if Bank fails to accept said proposal within the sixty (60) business day period, then at such time Bank’s Refusal Right shall be null and void and of no further force and effect. If Bank accepts the proposal, the parties shall promptly enter into an agreement reflecting the terms of the same.

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

41. **Equal Employment Opportunity and Personnel.** University agrees that it will not discriminate against any employee because of race, color, religion, gender, national origin, age,
disability, former military status, or any other protected classification in accordance with applicable federal, state, and local laws and regulations. University also agrees to treat fairly applicants and employees under these laws with respect to recruitment, employment, training, promotion, demotion, transfer, pay and benefits, and other forms of compensation, layoff and termination. University further agrees to conspicuously post in places that are available to applicants, employees, and worker representatives with whom it may contract notices of this clause and similar nondiscrimination policies. Additionally, University agrees to ensure that its subcontractors and vendors agree to comply with applicable nondiscrimination laws.

Individuals having been convicted of a crime involving dishonesty or breach of trust are prohibited from working for University, unless permission has been granted by the appropriate federal agency. If University or any employee or agent of University who will be performing services under this Agreement has a criminal conviction record involving dishonesty, money laundering, or breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. Section 1829(a), as amended, supplemented, or revised from time to time, University shall notify Bank in writing prior to the commencement of the services or assignment with University. Upon receiving such notice, Bank shall decide, in its sole discretion, whether to petition the appropriate federal agency for an exception.

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

Wells Fargo Bank, National Association

Signature: Kenneth A. Telg
Name: Kenneth A. Telg
Title: Greater Texas Regional President
Date: 3/17/2016

Midwestern State University

Signature: Keel Lam
Name: Keel Lam
Title: V.P. Student Affairs
Date: 3/16/16
Institutional Mark (b-w; horizontal) (AKA, Tower Logo)

Institutional Mark (color; horizontal) (AKA, Tower Logo)

Institutional Mark (b-w; vertical) (AKA, Tower Logo)

Institutional Mark (color; vertical) (AKA, Tower Logo)
Spirit Mark (color) (AKA, Mustangs Logo)

Spirit Mark (b-w) (AKA, Mustangs Logo)
EXHIBIT B

BANK MARKS

WELLS FARGO

(Black box with white letters)

WELLS FARGO

(Red box with gold letters)
EXHIBIT C

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER
Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)
Midwestern State University

Business name disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Exemptions (see instructions):
Exempt payee code [if any]
Exemption from FATCA reporting code [if any]

Print or type
See Specific Instructions on page 2.

Check appropriate box for state tax classification:

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
3410 Taft Blvd.
City, state, and ZIP code
Wichita Falls, TX 76308
List account number(s) here (optional)
Requestor's name and address (optional)

Part I  Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II  Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual Retirement Arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person ▶

Date ▶ 4-30-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person [including a resident alien], to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 8-2013)
EXHIBIT D

WELLS FARGO & COMPANY
OVERVIEW OF TEXAS EMPLOYEE INJURY BENEFIT PLAN AND RISK MITIGATION STRATEGIES FOR WELLS FARGO BUSINESS PARTNERS

Wells Fargo became a nonsubscriber under the Texas Workers’ Compensation Act as of January 1, 2008. Wells Fargo established an employee welfare benefit plan (the “Plan”) subject to the federal law known as the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Plan provides a high level of disability, death, dismemberment and medical benefits with respect to covered injuries sustained by Texas Wells Fargo team members (i.e., employees) in the course and scope of employment.

Each Wells Fargo Texas team member receives an orientation on our nonsubscriber status which includes complete information, training and disclosure of their obligations under the Plan. Our team members are also provided with ongoing communications that reinforce the terms of the Plan and any material revisions.

INSURANCE COVERAGE
Wells Fargo maintains employers’ excess indemnity insurance coverage through its own captive insurance program. The program provides primary indemnity coverage of $250,000 on a per person basis and $750,000 on a per occurrence basis for any bodily injury caused by an occupational accident, occupational disease or cumulative trauma. Please refer to the attached insurance coverage information. In addition, the policy includes a $5MM per occurrence/aggregate limit to defend and pay employer’s liability claims.

Wells Fargo will evidence additional insured status under its General Liability insurance policy in favor of our public entity business partners.

Further, Wells Fargo will provide an endorsement waiving all rights of subrogation and/or recovery against our public entity business partners.

ADDITIONAL CONSIDERATIONS
Following are risk mitigation strategies designed to remove the possibility of our public entity business partners being held legally liable for Wells Fargo team member injuries:

1. Wage Replacement Benefits under the Plan are also designed as an improvement upon standard workers’ compensation benefits by replacing an injured team member’s paycheck from the first day of disability, rather than the eighth day of disability.
2. Wells Fargo's human resource, job control, and payroll procedures clearly establish that Wells Fargo team members are not employees of our public entity business partners. For example, the Wells Fargo employment application and orientation materials clearly identify Wells Fargo (and not the customer) as the employer. This is also addressed through Wells Fargo's undivided control over the methods, tools, and performance of the team members' work. Each team member also receives a Wells Fargo paycheck. Therefore, we aren't aware of any basis upon which a Wells Fargo team member could claim a direct employment status or "co-employer" or "borrowed servant" status with our public entity business partner.

3. In the unlikely event that a Wells Fargo team member attempts recovery under Wells Fargo's Texas Injury Benefit Plan and also files a claim against our public entity business partners for benefits that would normally be covered by Workers' Compensation, by virtue of being named an additional insured to Wells Fargo's General Liability insurance program, that program will respond on behalf of our public entity business partners. Wells Fargo further agrees and acknowledges that any separate General Liability insurance maintained by our public entity business partners shall be noncontributory in the event of a claim arising out of a work related injury to a Wells Fargo team member.

We have attached a certificate evidencing our Nonsubscriber Insurance Program and compliance with Texas Labor Code 406 and also evidencing our General Liability program. Upon request, we are happy to provide a copy of the Program Highlights section of our Summary Plan Description as well as additional information on Wells Fargo's Dispute Resolution, Administrative, Claims and Safety Programs.
ADDENDUM TO AGREEMENT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION

Contracts with Midwestern State University ("University"), 3410 Taft Boulevard, Wichita Falls, Texas, are subject to the following terms and conditions, which are incorporated for all purposes into the attached Agreement with Wells Fargo Bank, National Association ("Vendor"). In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of the University's purchase order.

Eligibility to Receive Payment. By entering into and performing under the Agreement, Vendor certifies that under § 231.006 of the Texas Family Code and under § 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate. Vendor also certifies that it is in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas.

Tax Exempt. The University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.

Breach of Contract Claims Against the University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against the University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. The Agreement and any incorporated documents shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement and any incorporated documents is made and entered into, and is performable in whole or in part, in the State of Texas.

Independent Contractor. In performing the service, Vendor will be deemed an independent contractor and not the University's agent or employee. The Agreement will not be construed to create any partnership, joint venture or other similar relationship between the parties.

No Excess Obligations. In the event the Agreement spans multiple fiscal years, the University's continuing performance under the Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, the University shall issue written notice to Vendor that the University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required the University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. The University, as an agency of the State of Texas is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by the University shall, without further requirement, satisfy all general liability insurance obligations of the University under the Agreement.

Limitations. The University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on the University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions relating to these limitations will only be binding on the University to the extent permitted by the Constitution and the laws of the State of Texas.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Kenneth A. Kelly
Title: Greater Texas Regional President
Date: 3/17/2016

MIDWESTERN STATE UNIVERSITY

By: [Signature]
Name: Nancy Lang
Title: U.I. Student Affair
Date: 3/6/16

MSU OGC/bim: form approved 11/1/2017