

**EAST CAROLINA UNIVERSITY/WELLS FARGO  
CAMPUS ATM/PIN-BASED DEBIT CARD AGREEMENT**

**THIS AGREEMENT** (herein "Agreement") is made and entered into effective as of January 27, 2020 ("Effective Date") by and between the East Carolina University (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

**WHEREAS**, ECU issued that certain Request for Proposal #56-19-04CKCRFP on May 7, 2019 (the "RFP"; capitalized terms used but not defined herein shall have the meanings set forth in the RFP), with the intent to engage an on-campus banking partner;

**WHEREAS**, Bank delivered a Proposal, dated June 7, 2019 (the "Proposal") in response to the RFP.

**WHEREAS**, University offers a multi-purpose identification card ("1 Card") to all enrolled students in good standing and to all faculty and staff of University, as well as any employees of University's subcontractors, including military science educators, on-campus ministries, and those who provide landscaping, custodial, building maintenance, and dining services operating on the University campus (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, 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 1 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 1 Cards (each such checking account referred to herein as "1 Card Bank Account").

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term and Options to Extend.** The Term of this Agreement shall commence on February 1, 2020, or as of the date indicated by the last to sign as of the time this Agreement is fully executed, as shown on the signature page, and shall terminate on January 31, 2024 ("Termination Date"), unless otherwise terminated as provided in Section 26 (the "Term") or unless both parties elect to renew the Agreement for one (1) additional five (5) year period. University agrees to give Bank notice by the first day of May 2024 that it desires to extend the Term, and upon mutual agreement, the Term shall be extended for a single five (5) year period.

**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 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 1 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 tradename owned by or associated with the University without, in each case, University's prior explicit written consent. Bank shall deliver all 1 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 1 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 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 1 Cards issued by the University that can be linked to a 1 Card Bank Account and all promotional and informational materials prepared by University in connection with the 1 Card under this Agreement. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered in connection with the 1 Card program shall be of a nature and quality commensurate with the nature and quality of the University's 1 Card program. University shall deliver all 1 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 1 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 University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify University against all liabilities University incurs to third parties

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

Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to 1 Cards issued or reissued after notice of the change is given to University. University shall be permitted to issue 1 Cards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University determines that such use is needed to permit its 1 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 University, Bank shall pay all of University's costs related to such changes. University shall have no obligation to reissue 1 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 University.** In consideration of the license and grant of rights from the University given to the Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to the University as follows:

a. **Initial Royalty Payment/Signing Bonus.**

Bank will pay \$250,000 within sixty (60) days of the commencement of this Agreement.

b. **Annual Royalty Payment.**

Bank will pay University for each eligible 1 Card Bank Account linked to the 1 Card the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member.

The number of University 1 Card Bank Accounts, for purposes of the Annual Royalty computation, will be determined by Bank, based upon the number of eligible 1 Card Bank Accounts that have a linked 1 Card. Bank will use discrete product and customer identification and will only pay University for one linked 1 Card Bank Account per Eligible University Community Member. To be considered for payment, the 1 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 total enrollment of Eligible University Community Members for the applicable academic school year (e.g., enrolled students).

The annual account royalty payment shall be based on the number of eligible 1 Card Bank Accounts linked to 1 Cards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a 1 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:

<b>WEIGHTED* CAMPUS CARD CALCULATION</b>	
<b>Percentage of Student Enrollment Linked to a 1 Card Bank Account</b>	<b>Annual Royalty Payment Based on Linked 1 Card Bank Accounts</b>
0-29.99%	\$300,000
30.00-49.99%	\$400,000
50.00-100.00%	\$500,000
*Enrollment percentage based on estimated total enrollment of 29,131 students.	

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.

**Royalty Payment Timeframes.**

Initial Royalty/Signing Bonus Payment. The initial payment (or “signing bonus”) to University of \$250,000.00 will be made within sixty (60) days of Bank’s receipt of an invoice in that amount. University will transmit its invoice for the signing bonus within thirty (30) days of the date the Agreement commences.

Annual Royalty Payments. Bank will not have the opportunity to increase its checking account percentages until the new card program is launched and Bank can open and link checking accounts to the 1 Card for a twelve-month period. Accordingly, payment information is expected as follows:

- The first new 1 Card is expected to be issued in June 2020.
- The account royalty payment will be calculated annually in June 2021 (using May month-end data) to ensure accurate payment has been made to University.

- Annual account royalty payments, based on number of linked 1 Card Bank Accounts, will be calculated from the reported total enrollment of Eligible University Community Members (e.g., enrolled students) received from University as of the last week of April of the current year's Spring semester and provided to Bank in May.

- In the event the Agreement terminates with less than a 12-month period for calculation purposes, the final annual account royalty payment will be prorated accordingly.

Accordingly,

- The signing bonus payment will be paid within sixty (60) days of the date the Agreement commences.

- Current year Spring Semester total enrollment provided to Bank by University in May 2021 for first account royalty payment calculation and in subsequent years of term.

- The first account royalty payment based on participation would be calculated in June 2021.

- The account royalty payment would be made within 60 days of Bank's receipt of invoice from University.

**5. 1 Card Payments.** Bank will pay \$10,000 annually for each year of the Term, to offset the cost of the 1 Cards issued to Eligible University Community Members following the launch of the new 1 Card during the Term of the Agreement.

Bank will not pay for replacement 1 Cards issued to Eligible University Community Members if they are lost or stolen or requested for other purposes. It is at the University's discretion whether to charge Eligible University Community Members for replacement 1 Cards.

**Recarding.** If University chooses, during the first year of the Term of this Agreement, to replace outstanding cards issued pursuant to the prior card program for all existing Eligible University Community Members through a dedicated one-time recarding event, to commence and be completed within 12 months of the execution of this Agreement, Bank will pay a one-time payment of \$50,000 to offset the cost of the card replacement cost. Such payment will be made within sixty (60) days of Bank's receipt of an invoice in the amount. University will transmit this invoice within thirty (30) days of the completion of its dedicated one-time recarding event.

**Card Stock Payment Date.** For each year of the term thereafter, beginning in June 2021, Bank will pay University \$10,000 for replacement card stock. Payments will be made within sixty (60) days of receipt of an invoice from University in that amount. Said invoice should be transmitted on or before June 30 of each respective year, for the duration of the Term.

**6. 1 Card Bank Account.** During the Term, Bank will provide in accordance with this Section 6 a checking account linked to the 1 Card for 1 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 \$25 by the 1 Card holder. Nothing herein prohibits Bank from closing any 1 Card Bank Account in accordance with standard deposit account procedures. A "linked" checking account is defined as a 1 Card Bank Account which has a 1 Card linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some 1 Card holders may not be eligible for the 1 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 1 Card holder shall be considered to be a 1 Card Bank Account.
- c. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which a 1 Card may be linked. Faculty and staff may select any checking account for which they may be eligible to which a 1 Card may be linked.
- d. The 1 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 6 of this Agreement.
- e. The 1 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 1 Card Bank Account.
- f. During the Term, should University decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to University students by direct deposit to student's 1 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.
- g. 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 1 Card and the 1 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 1 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.
- h. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the 1 Card Bank Accounts that it makes generally to its non-1 Card Bank Accounts.

**7. 1 Card Bank Account Opening.** The 1 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 1 Card Bank Account applications from 1 Card holders. Bank may accept deposits to 1 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 1 Card holder in connection with the 1 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 1 Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the 1 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 1 Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

**8. New 1 Card Design and Specifications.** The 1 Card that can be linked to a 1 Card Bank Account shall conform to the following specifications. The front side of the 1 Card will include the University Mark and design mutually selected by the parties to differentiate the new card from



previous 1 Cards and other CR80 size cards. The front side shall have these minimum requirements:

- i an electronically stored photo of the 1 Card holder,
- ii the 1 Card holder's relationship to University (faculty, staff, student, or other University affiliation),
- iii the 1 Card holder's first and last name, and
- iv Wells Fargo logo, if not placed on the back of the card.
- v 16-digit ISO number printed on the card if not placed on the back of the card in proximity to the dedicated banking magnetic strip)

The reverse side of the new 1 Card shall have these minimum requirements:

- i One dedicated magnetic two-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two for banking use,
- ii A second mag strip (two- or three-track) for dedicated campus access use, which shall be placed beneath the mag strip described in item (i), above,
- iii Wells Fargo logo, if not placed on the front of the card,
- iv 16-digit ISO number printed on the card, in proximity to the dedicated banking magnetic strip, if not printed on the front of the card
- v the appropriate ATM network "bugs" as follows:  
Plus: 15mm wide X 8.25mm high,
- vi 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
- vii instructions for reporting lost or stolen cards, and
- viii Wells Fargo Customer Service number 1-800-869-3557.

The 1 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.

University shall be responsible for any costs associated with the new design of the 1 Card. While University shall cooperate with Bank to create a 1 Card design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove Bank's design when it finds the design to adversely impact the professional image or reputation of University or to be otherwise disadvantageous to University. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the 1 Card shall be subject to approval by Bank, any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the 1 Card without prior Bank approval.

It is the University's responsibility to conduct (or have conducted previously) a trademark/service mark search of the campus card name (and logo if applicable). Bank will assist University at University's expense with an initial trademark/service mark search if requested by University. University agrees to 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 was not conducted or if a subsequent search indicates a possible trademark/service mark infringement and University elects to continue use of the name or card design. The indemnification obligations of the University that may arise under this section are limited in the manner and to the extent permitted under North Carolina law, including but not limited to the North Carolina Tort Claims Act, GS 143-291, *et seq.*, and without waiver of its sovereign immunity.

**9. Conversion to and Issuance of New Cards.** Eligible University Community Members will receive the University 1 Card with the capability to access Bank financial services. In order to achieve timely conversion and issuance of the new 1 Card, University shall as soon as is practical following the Effective Date of this Agreement, cooperate with Bank to market the 1 Card. Bank and University will work together through mutually agreed upon communication methods, including communications that the University will initiate such as email, campus newspaper, orientation, and mailings, etc., for the purposes of educating Eligible University Community Members about the new 1 Card program with optional PIN-based debit functionality and marketing the same, as further described in Section 17 of this Agreement. Bank and University shall engage in the following activities and take such other measures as are reasonably calculated and necessary to achieve first issuance of the new 1 Card to all Eligible University Community Members in June 2020.

<b>Step</b>	<b>Description of Activity</b>	<b>Approximate Time</b>
1	Agreement Executed	
2	ISO Number registered by university/college and available for use with ID Card	30 days
3	Submit and Process Network Applications	60 days (from date of submission following completion of Step 2)
4	Card Layout, Content and Design Approval Process	60-90 days (from completion of Step 2)
5	Production and delivery of Card Plastics	60-90 days (from completion of Step 4)
6	ATM and Debit Network Setup, Scheduling and Loading of ISO	15 days (from completion of Step 3)
7	Card Testing	15-30 days (from completion of Steps 5 and 6)
8	Marketing Plan Development	90-120 days
9	Program Performance Reporting	60 days (post card-live date)
	<b>Total Time to linked 1 Card Activation</b>	<b>120-180 days estimated</b>

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

Eligible University Community Members who receive the banking enabled 1 Card can open a Bank checking account through a Bank representative on campus, digitally or online at wells Fargo.com or at any Wells Fargo branch. The Eligible University Community Member will need to present the 1 Card at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

For 1 Card holders with an existing Bank checking account the Eligible University Community Member will need to present the 1 Card to a Wells Fargo banker so that Bank will enter the number into Bank's system and link such number to corresponding checking account.

University will have the right to issue replacement 1 Card in accordance with the terms of this Agreement to 1 Card holders, whether or not they have a 1 Card Bank Account, provided University confirms that the original 1 Card has been duly reported as lost or stolen to Bank by the 1 Card holder.

**10. Post-conversion Changes to the 1 Card.** University reserves the right to make alterations within a mutually agreed upon time to the 1 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 1 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 1 Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the 1 Card's capability for processing transactions through the 1 Card Bank Account. Bank shall provide 1 Card holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen 1 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 1 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 North Carolina.

**12. Persons No Longer Eligible University Community Members.** Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the 1 Card, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the 1 Card and its University identification benefits. However, University shall not be required to collect the 1 Card; nor shall the 1 Card holder be required to forfeit the 1 Card. Bank may or may not discontinue the services of the 1 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 1 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 1 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 1 Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the 1 Card 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 1 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, University shall be deemed to own the ISO numbers associated with the 1 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. University has no responsibility for, and no relationship with, third party vendors accepting the 1 Card for ATM, PIN-based debit 1 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, University will be considered the "issuer" of the 1 Card used as the University ID card, except to the extent the 1 Card is used to perform electronic funds transfers to or from any 1 Card Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to University or any 1 Card holder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the 1 Card as it pertains to electronic funds transfers to or from any 1 Card Bank Account and to the performance of any other financial transactions involving a 1 Card Bank Account. Bank will be responsible to the 1 Card holder for

any unauthorized or erroneous transaction involving the 1 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 1 Card holder for any liability arising from Bank's issuer responsibilities or for losses to any 1 Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a 1 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 1 Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

**17. Marketing.** Bank and University shall fully cooperate and shall work in conjunction to promote the 1 Card program through various marketing efforts. Both Bank and University shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, University will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to University. Where mutual agreement or prior approval is required, neither party shall unreasonably withhold or unduly delay such consent.

**Written Communications.** University will provide Bank with the opportunity to provide information about the Bank financial services associated with the 1 Card program to University Cardholders and new incoming University students, faculty, and staff through various methods, which may include emails, orientation packets, letters, flyers, and inserts. University and Bank will mutually agree upon direct mail, intra-campus mail, and email communication strategies, and University will send these communications on Bank's behalf. University agrees that such marketing materials will include both the Bank Marks and University Marks. University will provide Bank with the opportunity to include inserts funded by Bank in University mailings to University Cardholders and new incoming University students, faculty, and staff. All mailings shall be mutually agreed on and, where appropriate, approved by the applicable University department and Bank. In addition, University will communicate during new student orientation the University 1 Card program and associated Bank financial services to all parents/guardians and students. Similarly, University will permit, in a medium acceptable to both University and Bank, the distribution of materials related to Bank and the 1 Card program at or in conjunction with new hire orientation. The University 1 Card program and associated Bank financial services will be communicated as the students, faculty and staff are issued their identification card.

**On-Campus Access.** As mutually agreed, and at no additional cost to Bank, Bank will actively participate in on-campus student events and programs, including but not limited to the presence of Bank representatives and presentations at new student orientations, fairs, and similar campus-wide events directed at students and/or faculty and staff. University agrees to cooperate with Bank exclusively in the expansion of financial services related to the 1 Card available to current and future 1 Card holders including but not limited to the above marketing efforts and

“tabling” on campus. At all such events determined throughout the year, and at no additional cost to Bank, University will provide Bank with “preferred access” to campus common-areas and tabling locations. From time to time, and with University’s pre-approval of date and venue, Bank shall be permitted to offer financial education seminars, at no additional cost to the Bank.

**Marketing Budget.** Bank will provide the marketing services function for marketing and promotion of the 1 Card program. Bank estimates that its annual marketing budget for the promotion of the 1 Card Campus Card and related financial services will be approximately \$10,000 the first year to launch the program and approximately \$10,000.00 annually thereafter during the Term of this Agreement.

#### 18. [RESERVED]

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

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

**20. Liability.** Bank will exercise reasonable care in providing electronic funds transfer services and other services to 1 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 1 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 1 Cards, 1 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.

**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 1 Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm

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

**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 1 Card holders from using 1 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 related to the 1 Card to Eligible University Community Members including the marketing efforts indicated in Section 17.

**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 1 Card Bank Account application data and 1 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 1 Card holders and who have 1 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 1 Card holders who have obtained 1 Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

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

**25. Equipment.** University is responsible for providing at its cost any equipment and systems programming necessary to implement the new 1 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 1 Card program has or threatens to have a material adverse financial impact on Bank or University due to a change in applicable law, regulation, rule or policy applicable to Bank or University or the use of one or more of the 1 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 1 Card(s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the 1 Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.

- d. This Agreement may be terminated by University upon sixty (60) days' prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their 1 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 1 Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.
- e. In the event University terminates the Agreement prior to the Termination Date for any reason other than those stated in subsections a, b, c, or d, or if Bank terminates pursuant to subsection a, b or c, of this Section 26, University 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 University 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%

**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 1 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:

Name: Thomas Cline  
Title: Region Bank President  
Wells Fargo Bank  
401 S Front St 1<sup>st</sup> Floor  
New Bern, NC 28560-2131  
252-635-4803

If to University:

East Carolina University  
Materials Management  
200 E. First Street  
Greenville, NC 27858-4353  
Attn: Kevin Carraway

**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 North Carolina 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 1 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 and any documents incorporated specifically by reference constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement. However, University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

**35. Information System General Security.**

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

**36. Taxpayer Identification Number.** University shall provide Bank with a duly dated and executed certification of taxpayer identification number.

**37. License to Establish Link to Bank Web Site.** University may choose to use the Bank "white one-line wordmark on red bar" 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.ecu.edu](http://www.ecu.edu) to the [www.wellsfargo.com](http://www.wellsfargo.com) home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not “frame” the Bank web pages inside the University web site. Bank also hereby grants to University a non-exclusive right and license to use the WELLS FARGO “red box” logo (“the Logo”) on the University Internet web site located at [www.ecu.edu](http://www.ecu.edu) for the exclusive purpose of linking from [www.ecu.edu](http://www.ecu.edu) to [www.wellsfargo.com](http://www.wellsfargo.com). University agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of Bank and that any and all uses by University of the Logo shall inure to the benefit of Bank.

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

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Bank. University agrees that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the University use of the Logo on the University web site. University agrees that any University web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to “Wells Fargo Bank, N.A., Member FDIC.” University shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank’s consent.

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

**38. Student Loan Representation and Warranty.** University and Bank represent and 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. Title IV Representation and Warranty.** University and Bank represent and warrant that 1 Card Bank Accounts are not being opened by University on behalf of any Eligible University Community Members, University is not establishing a process Eligible University Community Members follow to open 1 CardBank Accounts, and University is not in any way assisting Eligible University Community Members in opening 1 Card Bank Accounts. Further, the 1 Card program is not being established for the purpose of University's disbursement of Title IV funds and 1 Card 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

East Carolina University

Signature: Thomas D. Cline

Signature: 

Name: Thomas D. Cline

Name: Kevin Carraway

Title: Regional Bank President

Title: Director of Materials Management

Date: 1/27/2020

Date: 1/27/2020

**EXHIBIT A**

**UNIVERSITY MARKS**

(to be supplied by ECU)



**EXHIBIT B**  
**BANK MARKS**



(Black box with white letters)



(Red box with gold letters)



(Red box with white letters)