Lot 3 – Gator 1 Card Services Agreement

This Lot 3 Gator 1 Card Services AGREEMENT (the “Agreement”) is made and entered into as of this 14th day of October, 2010, by and between the University of Florida Board of Trustees, a public body corporate of the State of Florida (the “University”), and Wachovia Bank, a division of Wells Fargo Bank, N.A., a national banking association (the “Bank”).

Witnesseth:

WHEREAS, on or about August 27, 2009, the University issued an Invitation to Negotiate #10MAW-114 entitled “Banking and Financial Services” (the “ITN”) soliciting proposals from financial institutions to provide various banking services, including General Banking Services (the “Lot 3 Gator 1 Card”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, based on Bank’s proposal, as modified by a subsequent Addendum to Proposal and as modified further or supplemented during the negotiation process (collectively, the “Bank’s Proposal”), a copy of which is attached hereto and incorporated herein by reference as Exhibit B, University has selected Bank to provide Lot 3 Gator 1 Card; and

WHEREAS, the Bank and University desire to enter into this Agreement to memorialize the terms and conditions of the Bank’s provision of Lot 3 Gator 1 Card Services.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the University and the Bank hereby agree as follows:

1. Scope of Services. Throughout the term of this Agreement, Bank shall perform the Lot 3 Gator 1 Card services described on Exhibits A&B, attached hereto and incorporated herein by reference. If any portion of the description of any Lot 3 Gator 1 Card services on Exhibits A&B is not sufficiently detailed to permit performance thereof, the specific portion of the scope of services in question to be provided by Bank shall be subject to the prior written approval of University. All Lot 3 Gator 1 Card services shall be performed in a timely, diligent and professional manner, consistent with the best practices of the banking industry.

2. Term. The initial term of this Agreement shall be five years, beginning on July 1, 2010 and ending on June 30, 2015. The University shall have an option to extend the initial term of this Agreement for a period up to five (5) additional years. In the event the University desires to extend the initial term of this Agreement, it shall notify Bank at least ninety (90) days prior to the expiration of the initial term that it is extending the Agreement and the length of the extension (not to exceed five (5) years). Either party may terminate the Agreement without penalty or cause by giving the other party at least ninety (90) calendar days prior written notice.

3. Compliance with Laws. In the performance of the Lot 3 Gator 1 Card, Bank shall, at its
own expense, at all times during the term, comply with all federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements applicable to Bank’s provision of the Lot 3 Gator 1 Card. Bank acknowledges and agrees that Bank has and will at all times during the term maintain all governmental permits, licenses, consents, and approvals necessary to perform the Services. Bank shall also be solely responsible for and shall pay as required by law, Bank’s income taxes, general excise taxes and any self-employment taxes. University agrees to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement.

For purposes of this Agreement, University will be considered the “issuer” of the Lot 3 Gator 1 Card used as the University ID card, except to the extent the Lot 3 Gator 1 Card is used to perform electronic funds transfers to or from any Lot 3 Gator 1 Card Bank Account, in which case Bank will be considered the “issuer.” Bank will not be responsible to University or any Lot 3 Gator 1 Card holder for any liability arising from University’s “issuer” responsibilities. Bank will be considered the “issuer” of the Lot 3 Gator 1 Card as it pertains to electronic funds transfers to or from any Lot 3 Gator 1 Card Bank Account and to the performance of any other financial transactions involving a Lot 3 Gator 1 Card Bank Account. Bank will be responsible to the Lot 3 Gator 1 Card holder for any unauthorized or erroneous transaction involving the Lot 3 Gator 1 Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 205.1, et seq.), to the extent applicable. University will not be responsible to Bank or to any Lot 3 Gator 1 Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any Lot 3 Gator 1 Card Bank Account. University shall be responsible, to the extent permitted by law, for any unauthorized or erroneous transactions or losses involving a Lot 3 Gator 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 Lot 3 Gator 1 Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

4. Default. If either party does not comply with terms of the Agreement, the University or the Bank, as the case may be, may give notice to the defaulting party of the specific default in writing. If the default(s) is/are not corrected within ninety (90) days of the defaulting party’s receipt of notice of the default, this Agreement (including the ITN and Bank’s Proposal) may be terminated upon giving the default party at least ninety (90) days notice.

5. Notices. All notices, consents, approvals and other communications (collectively, “Notices”) which may be or are required to be given by either party shall be properly given only if made in writing and sent by hand delivery, U.S. Certified Mail (Return Receipt Requested), nationally recognized overnight delivery service or by facsimile to the addresses set forth herein.

If to University: University of Florida
204 Tigert Hall
P.O. Box 113200
Gainesville, Florida 32611-3200
Attn: Vice President,
Business Affairs

Wells Fargo CONFIDENTIAL
6. **Confidential and Proprietary Information.** Bank and University acknowledge and agree that (a) all documents, studies, materials and information including without limitation, customer account information, customer lists, business plans, data processing programs and operating manuals furnished to either party by the other party or its affiliates in connection with the Lot 3 Gator 1 Card and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for either party in connection with the Lot 3 Gator 1 Card or which reflect any of the documents, studies, materials or information furnished to either party by the other party (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of the party furnishing the Information; provided, however, that this provision shall only apply to Information that is marked or otherwise clearly denominated as "confidential" at the time it is transferred or otherwise given to the other party. Each party agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to perform the Lot 3 Gator 1 Card Banking Services. Neither party may disclose Information to third parties unless it obtains the other party’s written consent to such disclosure except where such disclosure is required by law. In the event either party is required by subpoena or other judicial or administrative process or by law to disclose such records, the disclosing party shall (i) provide the other party with prompt notice thereof where allowed by law, (ii) consult with the other party on the advisability of taking steps to resist or narrow such disclosure, (iii) furnish only that portion of the information that is responsive to the request, (iv) comply with the requirements of all privacy laws applicable to the Information, which may include, but not be limited, to FERPA (20 U.S.C. § 1232g), and (v) reasonably cooperate with the other party in any attempt that the other party may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Agreement or upon request by either party, the other party shall promptly return or destroy the Information, provided however, either party shall be allowed to retain copies of any Information it is required by law to retain.

7. **Insurance.** Bank (and each of its subcontractors) shall acquire and maintain, at its own expense, at all times during the term, the insurance specified in the ITN. Certificates of all insurance shall be deposited with University prior to the date of this Agreement. Timely renewal certificates will be provided to University as coverage renews. Bank, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against the University of Florida Board of Trustees for any loss or damage arising from any cause covered by any
insurance required to be carried under this Bank by any other insurance actually carried by Bank. Bank shall provide copies of any insurance policies upon request by University.

8. **Indemnity.** Bank shall indemnify, defend, and hold harmless University and the officers, employees, servants, and agents thereof (collectively, “University’s Affiliates”) from and against all demands, claims, losses, damages, penalties, costs, and expenses of any kind (including reasonable attorneys’ fees) arising out of or relating to Bank’s negligence or willful misconduct in performance of services under the Lot 3 Gator 1 Card program covered by this Agreement. The indemnity set forth above shall not apply to the extent any such demands, claims, losses, damages, penalties, costs, and expenses are caused by the negligence, fraudulent conduct, or willful misconduct of University or any breach of this Agreement by University.

9. **No Use of Name/Logos/Public Statements.** Except with the prior written consent of the other party, no party shall make any press or media announcement concerning this Agreement, or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them. In the case of University, consent must be provided by its Vice President for Business Affairs or that position’s designee. In the case of Bank, consent must be provided by its Regional President or their designee.

10. **Additional Contract Documents / Controlling Provisions.** The agreement between the Bank and the University consists of this Agreement, the ITN and the Bank’s Proposal. In the event of any conflicts between this Agreement, the ITN and the Bank’s Proposal, the terms of this Agreement shall control both the ITN and the Bank’s Proposal. In the event of a conflict between the ITN and the Bank’s Proposal, the ITN shall govern.

11. **Miscellaneous Provisions.**

11.1 **Availability of Funds.** The University’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

11.2 **Unilateral Cancellation.** This Agreement may be unilaterally canceled by University for refusal by Bank to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Bank in conjunction with this Agreement.

11.3 **Record-Keeping/Right of Audit.** Bank agrees to retain all records relating to this Agreement during the term and for a period of 7 years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University’s Gainesville campus or other location designated by University upon reasonable notice to Bank.

11.4 **Conflict of Interest.** Bank represents that no University employee who has, or whose relative has, a relationship with Bank, will violate the Code of Ethics for Public Officers and Employees, including, but not limited to F.S. Section 112.313(3) and (7) and F.S. 112.3185(6) thereof, by reason of Bank entering into this Agreement.
11.5 Vendor Ombudsman. A Vendor Ombudsman has been established within the University's Office of the Chief Financial Officer. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University. The Vendor Ombudsman may be contacted at 352-392-1241, ext. 315.

11.6 State Vendor Lists. Bank represents that it and its affiliates are not currently on, and for the past 36 months have not been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

11.7 State Purchasing Requirements. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS AGREEMENT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS AGREEMENT THE BANK SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERSITY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this AGREEMENT and can satisfy the terms of this AGREEMENT with respect to price, quality, delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD). IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS AGREEMENT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS AGREEMENT THE BANK CARRYING OUT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this AGREEMENT and can satisfy the terms of this AGREEMENT with respect to price, quality, delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.

11.8 Independent Contractor Relationship. Bank is and shall at all times remain an independent contractor, with sole control of the manner and means of performing the Lot 3 Gator 1 Bank Card. Bank shall have no authority to bind or commit University to any Agreement, representation or obligation to or with any third party or to incur any cost, expense, liability or other amount for or on behalf of University, and Bank shall not act as or represent that it is the agent of University. Further, it is understood and agreed by the
parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.

11.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and applicable federal law. Any litigation commenced by either party in connection with this Agreement shall be brought in a court of competent jurisdiction in Alachua County, Florida, and both parties consent to such jurisdiction and venue regardless of the residence of the parties at the time the action is commenced. Nothing in this Agreement shall be deemed to apply to any aspect of the agreement that is in place between Bank and its account holder regarding a Lot 3 Gator 1 Bank Card Account.

11.10 No Assignment or Delegation. Bank shall not assign, transfer, pledge, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement, without the written consent of University, which consent may be withheld in University’s sole discretion. Any such assignment, or transfer without University’s consent is void. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change.

11.11 Modifications. This Agreement may be modified or altered only by written agreement signed by both University and Bank.

11.12 Waiver. No waiver by a party of any provision or breach of this Agreement shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Agreement shall be deemed a waiver of any other provisions or breach. A party’s consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party’s consent to or approval of any subsequent act.

11.13 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

11.14 Construction. The language and all parts of this Agreement shall be construed according to its fair meaning and not strictly for or against any of the parties hereto. University and Bank have agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. Unless the context indicates otherwise, (i) the terms “hereof”, “hereunder”, “herein” and similar expressions refer to this Agreement as a whole, (ii) the singular shall include the plural and the masculine gender shall include the feminine and the neuter, and (iii) all references to sections and subsections shall be deemed references to the sections and subsections of this Agreement. The section headings in this Agreement are for convenience only and do not alter, amend, define, limit or otherwise affect the terms set forth herein. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this
Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. All negotiations, considerations, representations, and understandings between University and Bank are incorporated herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

11.15 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

12. Grant to Use University Name and Marks. University hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable license within the United States or its possessions to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit “C” of this Agreement (collectively, the “University Marks”) for the sole purpose of offering and promoting the financial products and services through the Lot 3 Gator 1 Card program. All applications of the University Marks by the Bank must conform to Exhibit “C,” 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 Lot 3 Gator 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 Lot 3 Gator 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. 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.

13. 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 "D" of this Agreement (collectively, the "Bank Marks") on all Lot 3 Gator 1 Cards linked to a Lot 3 Gator 1 Card Bank Account and all promotional and informational materials prepared by University in connection with the Lot 3 Gator 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 Lot 3 Gator 1 Card program shall be of a nature and quality commensurate with the nature and quality of the University’s Lot 3 Gator 1 Card program. University shall deliver all Lot 3 Gator 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 Lot 3 Gator 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. 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 Lot 3 Gator 1 Cards issued or reissued after notice of the change is given to University. University shall be permitted to issue Lot 3 Gator 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 Gator 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 Lot 3 Gator 1 Cards with new Bank Marks.
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.

14. Payments 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
   Bank will pay $25,000 within one hundred twenty (120) days of the execution date of this Agreement.

b. Account Royalty Payment
   Bank will pay University $8.00 for each eligible checking account linked to the Lot 3 Gator 1 Card for the purpose of ATM/PIN debit functionality and owned by a University student, faculty or staff member. This payment will be made in October of each year during the term of this Agreement.

   The number of University Lot 3 Gator 1 Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked Lot 3 Gator 1 Card. Bank will use discrete product and customer identification and will only pay University a one time royalty payment for each student, faculty or staff who links their Lot 3 Gator 1 Card to a new Wachovia checking account and maintains this account for one (1) year.

c. One Time Bonus
   In addition to the initial royalty payment, upon execution of this Agreement and execution of the Reitz Union Branch contract Bank will pay University a one time bonus of $25,000.

d. Card Costs
   In addition to the payments listed in a. b. and c. above, Bank will pay University $15,000 annually for Lot 3 Gator 1 Cards issued to students, faculty and staff during the Term of this Agreement.

15. Lot 3 Gator 1 Card Bank Account. During the Term, Bank will provide in accordance with this Section 15 a checking account linked to the Lot 3 Gator 1 Card for Lot 3 Gator 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 $50.00 by the Lot 3 Gator 1 Card holder. Nothing herein prohibits Bank from refusing to open or from closing any Lot 3 Gator 1 Card Bank Account in accordance with standard deposit account procedures. A “linked” checking account is defined as a Bank checking account which has a Lot 3 Gator 1 Card linked to it within the Bank’s system, for the purpose of ATM and PIN debit purchase functionality.

a. Some Lot 3 Gator 1 Card holders may not be eligible for the Lot 3 Gator 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 Lot 3 Gator 1 Card holder shall be considered to be a Lot 3 Gator 1 Card Bank Account.

c. Enrolled students may choose the Student Checking account, or comparable product offered from time to time by Bank. Faculty and staff may choose one of the checking accounts offered in the Wachovia At Work Program, or comparable product offered from time to time by Bank.

d. The Lot 3 Gator 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 15 of this Agreement.

e. The Lot 3 Gator 1 Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, NYCE, and Interlink transactions or PIN purchases at merchants where Interlink cards are accepted) to a Bank checking account.

f. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the Lot 3 Gator 1 Card Bank Accounts that it makes generally to its non-Lot 3 Gator 1 Card Bank Accounts.

g. Bank shall be responsible for obtaining information from the Lot 3 Gator 1 Card holder in connection with the Lot 3 Gator 1 Card Bank Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

16. Lot 3 Gator 1 Card Design and Specifications. The Lot 3 Gator 1 Card that can be linked to a Lot 3 Gator 1 Card Bank Account shall conform to the following specifications. Attached hereto as Exhibit E is a reproduction of the Lot 3 Gator 1 card presently in use and which has been historically substantially similar. In the event that University proposes to materially change the appearance of the front side of the Lot 3 Gator 1 card from that depicted in Exhibit E, the University will consult with Bank with respect to the proposed change or changes, but University retains the right to finally approve any changes to the Lot 3 Gator 1 Card. The front side shall have these minimum requirements:

i. an electronically stored photo of the Lot 3 Gator 1 Card holder,

ii. the Lot 3 Gator 1 Card holder's relationship to University (faculty, staff, student), and

iii. the Lot 3 Gator 1 Card holder's first and last name.

The reverse side of the Lot 3 Gator 1 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 and printed on the Card,

ii. Bank logo,

iii. the appropriate ATM network "bugs" as follows:

Plus: 15mm wide X 8.25mm high
Star: 15.9mm wide X 10mm high
iv the appropriate Debit Point-of-Sale network “bug” as follows:
Interlink: 16mm wide
v Instructions for reporting lost or stolen cards.

Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the Lot 3 Gator 1 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 Bank marks or Bank logos shall be placed on the Card without prior Bank approval.

17. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a Lot 3 Gator 1 Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the Lot 3 Gator 1 Card’s capability for processing transactions through the Lot 3 Gator 1 Card Bank Account. Bank shall provide Lot 3 Gator 1 Card holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen Lot 3 Gator 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 Lot 3 Gator 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 Florida.

18. 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 Lot 3 Gator 1 Card for ATM, PIN debit Lot 3 Gator 1 Card transactions as a result of this Agreement.

19. Marketing. Bank and University shall fully cooperate and shall work in conjunction to promote the Lot 3 Gator 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 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 Lot 3 Gator 1 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 and Bank will mutually agree upon direct 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. 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 Lot 3 Gator I Card program and associated Bank financial services to all parents/guardians and students. The University Lot 3 Gator I Card program and associated Bank financial services will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations including but not limited to the presence of Bank representatives and presentations at the orientations. University agrees to cooperate with Bank exclusively in the marketing and expansion of financial services available to current and future Lot 3 Gator I Card holders including but not limited to the above marketing efforts and “tabling” on campus; provided, however, that the University’s cooperation will not include its actual or apparent endorsement of credit card products. Further, Bank agrees that its marketing efforts to University students, either alone or in conjunction with marketing efforts under the Lot 3 Gator I Card Services Agreement, will not include the marketing of credit card products.

Marketing Budget:
Bank will provide marketing services for promotion of the Lot 3 Gator I Card program. Bank estimates that its annual marketing budget for the promotion of the Lot 3 Gator I Card Campus Card project will be approximately $15,000 each year during the Term of this Agreement. This budget includes funding for initial and annual marketing materials including customized materials that will highlight the banking features of the new Lot 3 Gator I Card and the benefits of linking it to a Bank checking account.

20. Liability. Bank will exercise reasonable care in providing electronic funds transfer services and other services to Lot 3 Gator I 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 Lot 3 Gator I 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 Lot 3 Gator I Cards, Lot 3 Gator I 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
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 Trustees, as applicable.

22. **Examinations.** Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Lot 3 Gator 1 Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency. Bank will provide 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. Bank may require persons obtaining access to Bank’s records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 6.

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 Lot 3 Gator 1 Card holders from using Lot 3 Gator 1 Cards as stored value cards, declining balance cards or smart cards.

24. **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.

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

26. **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.

27. Nothing contained herein shall be construed to constitute a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto as of the day and year last written below.

The University of Florida Board of Trustees

By: _____________________________

Title: Vice President for Business Affairs

Date: 10/14/10

Attest: ___________________________


APPROVED AS TO FORM AND LEGALITY:

______________________________ Office

of the Vice President and General Counsel
Wachovia Bank, a division of Wells Fargo Bank, National Association

By: [Signature]
Title: Senior Vice President
Date: 4-6-10
Attest: [Signature]
Its. Vice President

Wells Fargo CONFIDENTIAL
EXHIBIT D

BANK MARKS

WELLS FARGO
(Black box with white letters)

WELLS FARGO
(Red box with gold letters)

WACHOVIA
A Wells Fargo Company
(Stacked Dual with Color)

WACHOVIA
A Wells Fargo Company
(Horizontal Dual Black & White)
EXHIBIT E

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER

59 6002052
MEMORANDUM

TO: Robert W. Miller  
Associate Vice President, Business Affairs

FROM: W. William Li  
Sr. University Counsel for Real Estate, Financing and Contracts

RE: Amendment To Lot 3 Gator 1 Card Services Agreement

Per your request, attached are two (2) originals of the above referenced Agreement with my approval signature, and which are ready for review and signing by Curtis Reynolds.

Please do not hesitate to contact me with any questions.

WWL/blw  
Enclosures
AMENDMENT TO
LOT 3 GATOR I CARD SERVICES AGREEMENT

This Amendment to Lot 3 Gator I Card Services Agreement (herein the “Amendment”) is dated as of this 21st day of February, 2013 (“Effective Date”) by and between The University of Florida Board of Trustees (herein “University”) and Wells Fargo Bank, National Association (herein “Bank”).

WHEREAS, University and Bank entered into that certain Lot 3 Gator I Card Services Agreement dated October 14, 2010 (the “Agreement”).

WHEREAS, University and Bank have agreed to amend the Agreement, as more particularly set forth herein.

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

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Card Costs. As of the Effective Date, Section 14 d. of the Agreement is hereby deleted in its entirety and replaced with the following:

   d. Card Costs.

   In addition to the payments listed in a. b. and c. above, Bank will pay University $17,000 annually for Lot 3 Gator I Cards issued to students, faculty and staff during the Term of this Agreement.

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

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

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

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

THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES

By: [Signature]
Name: CURTIS A. REYNOLDS
Title: VICE PRESIDENT

WELLS FARGO BANK, N.A.

By: [Signature]
Name: JENNIFER NAGENBAH
Title: Area President

APPROVED AS TO FORM AND LEGALITY

Office of the General Counsel
University of Florida
AMENDMENT TO
UNIVERSITY OF FLORIDA/WELLS FARGO BANK, N.A.
LOT 3 – GATOR 1 CARD SERVICES AGREEMENT

This Amendment to University of Florida/Wells Fargo Bank, N.A. Lot 3 – Gator 1 Card Services Agreement (herein the “Amendment”) is dated as of June 30, 2015 by and between University of Florida Board of Trustees, a public body corporate of the State of Florida (herein “University”) and Wells Fargo Bank, National Association (herein “Bank”).

WHEREAS, University and Bank entered into that certain Lot 3 – Gator 1 Card Services Agreement dated October 14, 2010 (as amended, restated or otherwise modified, including as amended by the Amendment to Lot 3 Gator 1 Card Services Agreement, dated as of February 21, 2013, the “Agreement”).

WHEREAS, University and Bank have agreed to extend the term of the Agreement, as more particularly set forth herein.

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

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Extension of Term.** Pursuant to Section 2 of the Agreement, University and Bank are exercising their option to renew the Agreement for an additional five-year Term, commencing on July 1, 2015 and terminating on June 30, 2020.

3. **Title IV Representation and Warranty.** University and Bank hereby agree to amend the Agreement to add the following as new Section 28:
   28. University and Bank represent and warrant that Lot 3 Gator 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 Lot 3 Gator 1 Card Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening Lot 3 Gator 1 Card Bank Accounts. Further, the Lot 3 Gator 1 Card program is not being established for the purpose of University’s disbursement of Title IV funds and Lot 3 Gator 1 Cards are not issued by Bank for the specific purpose of receiving Title IV funds. “Eligible University Community Members” shall mean all enrolled students in good standing and all faculty and staff to whom University issues the Lot 3 Gator 1 Card. “Title IV” shall mean Title IV of the Higher Education Act of 1965, as amended.

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

5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.
6. **Successors and Assigns.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

**UNIVERSITY OF FLORIDA**  
**BOARD OF TRUSTEES**

By: ____________________________
Name: Curtis A. Reynolds
Title: Vice President for Business Affairs

**WELLS FARGO BANK, N.A.**

By: ____________________________
Name: Jennifer Hagenbuch
Title: Area President, WFBank
THIRD AMENDMENT TO
UNIVERSITY OF FLORIDA/WELLS FARGO BANK, N.A. LOT 3 - GATOR
1 CARD SERVICES AGREEMENT

THIS THIRD AMENDMENT to University of Florida/Wells Fargo Bank, N.A. Lot 3 - Gator 1 Card Services Agreement (herein the "Amendment") is dated as of May 6, 2016, by and between University of Florida Board of Trustees, a public body corporate of the State of Florida (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, University and Bank entered into that certain Lot 3 - Gator 1 Card Services Agreement dated October 14, 2010 (as amended, restated or otherwise modified, including as amended by the Amendment to Lot 3 Gator 1 Card Services Agreement, dated as of February 21, 2013 and June 30, 2015, the "Agreement").

WHEREAS, University and Bank have agreed to add and/or modify the terms of the Agreement to comply with the Department of Education ("DOE") regulation section 668.164 as more particularly set forth herein.

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

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Amendments to Agreement:

   a) The confidential designation at the bottom of each of the 18 pages shall be removed. University and Bank agree that the Agreement is a public record under Florida law.

   b) Section 3 of the Agreement is hereby amended to read as follows:

   3. Compliance with Laws. In the performance of the Lot 3 Gator 1 Card, Bank shall, at its own expense, at all times during the term, comply with all federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements applicable to Bank's provision of the Lot 3 Gator 1 Card. Bank acknowledges and agrees that Bank has and will at all times during the term maintain all governmental permits, licenses, consents, and approvals necessary to perform the Services. Bank shall also be solely responsible for and shall pay as required by law, Bank's income taxes, general excise taxes and any self-employment taxes. University agrees to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement.

For purposes of this Agreement, University will be considered the "issuer" of the Lot 3 Gator 1 Card used as the University ID card, except to the extent the Lot 3 Gator 1 Card is used to perform electronic funds transfers to or from any Lot 3

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Gator 1 Card Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to University or any Lot 3 Gator 1 Card holder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the Lot 3 Gator 1 Card as it pertains to electronic funds transfers to or from any Lot 3 Gator 1 Card Bank Account and to the performance of any other financial transactions involving a Lot 3 Gator 1 Card Bank Account. Bank will be responsible to the Lot 3 Gator 1 Card holder for any unauthorized or erroneous transaction involving the Lot 3 Gator 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 Lot 3 Gator 1 Card holder for any liability arising from Bank's issuer responsibilities or for losses to any Lot 3 Gator 1 Card Bank Account. University shall be responsible, to the extent permitted by law, for any unauthorized or erroneous transactions or losses involving a Lot 3 Gator 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 Lot 3 Gator 1 Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

In compliance with DOE regulations, Bank agrees that: (a) it shall not charge any fees to students for opening checking accounts under the Agreement or initially receiving or validating an access device, (b) it shall not charge students a service fee or other surcharge for ATM withdrawal transactions involving a Lot 3 Gator 1 Card Bank Account, provided such transactions are conducted at ATMs that belong to Bank's proprietary ATM network, (c) it shall provide convenient locations for in-network surcharge-free ATM access, (d) it shall ensure that the financial accounts are not marketed or portrayed by Bank as, or converted by Bank into, credit cards, (e) it shall provide University with an annual report including the total number of students with accounts under the Agreement, mean and median fees incurred by student accountholders, and total consideration paid to University, beginning September 2017 as outlined in the DOE regulations, and (f) it shall periodically review and address student complaints in compliance with Federal Banking Regulations.

In compliance with DOE regulations, University agrees that: (a) it shall conspicuously display a URL linking to this Agreement posted on a University webpage and provide an up-to-date URL for the Agreement to the DOE Secretary, (b) shall post additional information at the URL, including consideration under this Agreement, the number of students having open accounts with Bank under this Agreement, (c) it shall perform reasonable due diligence reviews at a minimum of once every two years of accounts offered under this Agreement to ensure they remain in the best interest of the students, including a review of market pricing and Bank's ATM locations and fees, (d) it shall periodically review student complaints and develop action plans to address them in accordance with Section 11.2(b)(i) of the Agreement, and (e) it shall ensure that the financial accounts are not marketed or portrayed by University as credit cards.
Bank represents and warrants that its services and programs, including but not limited to its ATMs and other electronic and information technologies, are reasonably accessible to all students with a Lot 3 Gator 1 Card Bank Account, including accessibility for those with disabilities, in compliance with applicable federal and state anti-discrimination laws. University represents and warrants that ATMs located within University facilities are reasonably available to all students with a Lot 3 Gator 1 Card Bank Account.

c) Section 4 (Default) of the Agreement is hereby deleted in its entirety and replaced with the following:

4. Default and Termination.

4.1 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.

4.2 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.

4.3 This Agreement may be terminated by either party at any time if: (i) the operation of the Gator 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 Gator 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 Gator 1 Card(s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the Gator 1 Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.
d) Section 6 of the Agreement is hereby amended to read as follows:

6. Confidential, Proprietary Information, and Public Records. Bank and University acknowledge and agree that (a) all documents, studies, materials and information including without limitation, customer account information, customer lists, business plans, data processing programs and operating manuals furnished to either party by the other party or its affiliates in connection with the Lot 3 Gator 1 Card and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for either party in connection with the Lot 3 Gator 1 Card or which reflect any of the documents, studies, materials or information furnished to either party by the other party (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of the party furnishing the Information; provided, however, that this provision shall only apply to Information that is marked or otherwise clearly denominated as "confidential" at the time it is transferred or otherwise given to the other party. Each party agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to perform the Lot 3 Gator 1 Card Banking Services or as otherwise required by law. Neither party may disclose Information to third parties unless it obtains the other party's written consent to such disclosure except where such disclosure is required by law. In the event either party is required by subpoena or other judicial or administrative process or by law to disclose such records, the disclosing party shall (i) provide the other party with prompt notice thereof where allowed by law, (ii) consult with the other party on the advisability of taking steps to resist or narrow such disclosure, (iii) furnish only that portion of the information that is responsive to the request, (iv) comply with the requirements of all privacy laws applicable to the Information, which may include, but not be limited, to FERPA (20 U.S.C. § 1232g), and (v) reasonably cooperate with the other party in any attempt that the other party may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Agreement or upon request by either party, the other party shall promptly return or destroy the Information, provided however, either party shall be allowed to retain copies of any Information it is required by law to retain.

This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. Bank agrees and acknowledges that any documents, records, correspondence or other information kept or obtained by University, or furnished by Bank to University, in connection with this Agreement or the services contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, Florida Statutes, unless otherwise confidential and/or exempt from disclosure.

e) Section 11.2 of the Agreement is hereby amended to read as follows:

11.2 Unilateral Cancellation. This Agreement may be unilaterally cancelled by
University for any of the following:

a. Public Records Access. Refusal by Bank to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Bank in conjunction with this Agreement;

b. Student Complaints/Fees. Upon sixty (60) days’ prior written notice to Bank, after best efforts by University and Bank failed to reach a mutually acceptable agreement for the following events: (i) University receives complaints from students regarding their Gator 1 Card Bank Accounts; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on Gator 1 Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing local market rates for similarly-situated financial accounts.

University and Bank hereby agree to use best efforts to resolve issues regarding complaints and/or fees imposed by Bank on Gator 1 Card Bank Accounts prior to University providing sixty-day prior written notice specified herein.

g) Section 15.c. of the Agreement is hereby deleted in its entirety and replaced with the following:

Enrolled students may choose the Wells Fargo Everyday Checking account, or other product offered by Bank, to which a Gator 1 Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a Gator 1 Card may be linked.

22. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Gator 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, at no cost to University. 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 and/or a mutually agreed upon third party, at no cost to University, 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 and/or a mutually agreed upon third party, at no cost to Bank, 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 6.

3. **Controlling Terms.** The terms of this Amendment shall control if there is a conflict between the terms of the original Agreement and this Amendment.

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

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

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

7. **Governing Law.** This Amendment shall be construed and enforced in accordance with the laws of the State of Florida and applicable federal law. Any litigation commenced by either party in connection with this Agreement shall be brought in a court of competent jurisdiction in Alachua County, Florida, and both parties consent to such jurisdiction and venue regardless of the residence of the parties at the time the action is commenced.

[Signature page to follow]
IN WITNESS WHEREOF, University and Bank have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By:  
Curtis Reynolds  
Vice President for Business Affairs

WELLS FARGO BANK, N.A

By:  
Kelly A. Smith  
Region President