

**UNIVERSITY OF NEVADA, RENO
ATM/PIN-BASED DEBIT CARD AGREEMENT**

THIS AGREEMENT (herein "Agreement") is made and entered into effective as of the Effective Date as defined below by and between the Board of Regents of the Nevada System of Higher Education ("NSHE") on behalf of the University of Nevada, Reno (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

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

WHEREAS, University desires Bank to provide checking account, ATM, 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 WolfCard, all as more particularly described herein;

WHEREAS NSHE and Bank have previously entered into a certain ATM/PIN-BASED DEBIT CARD AGREEMENT effective as of July 31, 2006 and thereafter extended to July 30, 2012 (the "Prior Agreement");

WHEREAS, the University issued a Request for Proposal# 7976, (the "RFP") pursuant to which the University proposed the services to be provided under this Agreement, and Bank provided a response to the RFP dated October 13, 2011 (the "Response"). Based upon the Response, University has selected Bank to provide the ATM/PIN Debit Card services described in the RFP and herein, and the lease of retail financial space described in the RFP ("Lease"), which is the subject of a separate lease agreement between University and Bank; and

WHEREAS, Bank seeks to maintain current account relationships and continue to establish new account relationships through its affiliation with University including but not limited to checking accounts with linked WolfCards (each such checking account referred to herein as "WolfCard Bank Account").

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

1. Term and Options to Extend. The Term of this Agreement shall commence on the date on which this Agreement is fully executed by both parties, and shall terminate on June 30, 2017, unless otherwise terminated as provided in Section 24 (the "Term"), and unless Bank shall exercise its option to renew under the Lease (as defined in Section 24) in which event the Term shall terminate on the date on which the Lease, as extended, terminates, or unless both parties elect to renew the Agreement. Notwithstanding the foregoing, the Bank acknowledges that University

shall have the right to issue a new Request for Proposal (the "New RFP") prior to any extension hereof and to condition any extension on Bank's agreeing to such terms and conditions as University may propose based on Bank's responses to the New RFP.

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 WolfCard 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 WolfCard 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 WolfCard 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, to the extent permitted under Section 37.D. of this Agreement and applicable law, 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 19. University further agrees, to the extent permitted under Section 37.D. of this Agreement and applicable law, 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.

The University may develop new logos or other marks which must be agreed upon by amending this Agreement prior to use by Bank.

Permission granted herein to use University logos or marks specifically excludes those marks belonging to and used by the University's Athletics Department.

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 WolfCards linked to a WolfCard Bank Account and all promotional and informational materials prepared by University in connection with the WolfCard 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 WolfCard program shall be of a nature and quality commensurate with the nature and quality of the University's WolfCard program. University shall deliver all WolfCard 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 WolfCards 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 noninfringing marks, subject to the limitation of liability set forth in Section 19. 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 WolfCards issued or reissued after notice of the change is given to University. University shall be permitted to issue WolfCards 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 WolfCard 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 WolfCards 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

Bank will pay to the University the sum of fifty-five thousand dollars (\$55,000) within sixty (60) days of the commencement of this Agreement.

b. Account Royalty Payment

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

The number of University WolfCard 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 WolfCard. Bank will use discrete product and customer identification and will only pay University for one linked WolfCard Bank Account per Eligible University Community Member. To be considered for payment, the WolfCard 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 of the account royalty payment based on the total student enrollment reported by University for the academic school year as of April of each year of the term of this Agreement. The student enrollment component used in calculating the total number of Eligible University Community Members will likewise be based on total student enrollment number for the academic school year as of April of each year of the term of this Agreement.

The annual account royalty payment shall be based on the number of eligible checking accounts linked to WolfCards as a percentage of total student enrollment for the academic school year. Eligible checking accounts linked to a WolfCard 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 the total student enrollment calculation.

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

| <i>Percentage of Student Enrollment Linked to a checking account</i> | <i>Annual Royalty Payment Based on Linked Accounts</i> |
|--|--|
| 0%-9.9% | \$15,000 |
| 10.0% | \$15,000 |
| 15% | \$23,000 |
| 20.0% | \$30,000 |
| 25.0% | \$38,000 |
| 30.0% | \$45,000 |
| 35.0% | \$55,000 |
| 40.0% | \$65,000 |
| 45.0% | \$75,000 |
| 50.0% | \$85,000 |
| 55.0% | \$95,000 |

| | |
|-------|-----------|
| 60.0% | \$108,000 |
| 65.0% | \$120,000 |
| 70.0% | \$133,000 |
| 75.0% | \$145,000 |
| 80.0% | \$158,000 |
| 85.0% | \$170,000 |
| 90.0% | \$183,000 |
| 95.0% | \$195,000 |
| 100% | \$208,000 |

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 27.

Royalty Payment Timeframes

The initial payment to University of \$55,000 will be within sixty (60) days of the date the Agreement is executed. Accordingly, payment information is expected as follows:

- The account royalty payment will be calculated annually based upon April enrollment numbers to ensure accurate payment has been made to the University.

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

5. WolfCard Bank Account. During the Term, Bank will provide in accordance with this Section 5 a checking account linked to the WolfCard for WolfCard 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 \$100.00 by the WolfCard holder. Nothing herein prohibits Bank from closing any WolfCard Bank Account in accordance with standard deposit account procedures. Eligible University Community Members may choose from a variety of checking accounts offered by Bank. A "linked" checking account is defined as a Bank checking account which has a WolfCard linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some WolfCard holders may not be eligible for the WolfCard 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 WolfCard holder shall be considered to be a WolfCard Bank Account.
- c. Enrolled students may link their WolfCards to a *Wells Fargo College Checking*[®] account, or comparable product offered from time to time by Bank. Faculty and staff may link their WolfCards to one of the checking accounts offered in the *Wells Fargo At Work*[®] Program, or comparable product offered from time to time by Bank. *Wells Fargo College Checking* accounts linked to WolfCards have no monthly service fee or minimum balance requirement.
- d. The WolfCard Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.
- e. The WolfCard 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 cards are accepted) to a Bank checking 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 WolfCard 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 WolfCard and the WolfCard 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 WolfCardholders,
 - ii Link to online application to open checking or savings accounts,
 - iii Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,

- iv Link to log-in for secure online banking session, and
 - v 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 WolfCard Bank Accounts that it makes generally to its non-WolfCard Bank Accounts.

6. WolfCard Bank Account Opening. The WolfCard 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 WolfCard Bank Account applications from WolfCard holders. Bank may accept deposits to Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the WolfCard holder in connection with the WolfCard 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 WolfCard Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the WolfCard 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 WolfCard Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

7. WolfCard Design and Specifications. The WolfCard version that can be linked to a WolfCard Bank Account shall conform to the following specifications. The front side of the WolfCard will include the University Mark and design mutually selected by the parties to differentiate the other CR80 size cards. The front side shall have these minimum requirements:

- i an electronically stored photo of the WolfCard holder,
- ii the WolfCard holder's relationship to University (faculty, staff, student), and
- iii the WolfCard holder's first and last name

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

- i magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two,
- ii Wells Fargo logo, in black, or such other color as may be agreed upon by the parties

- iii the appropriate ATM network "bugs" as follows:
 - Instant Cash: no minimum requirement
 - 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 Visa required language:
 - "ATM and purchase capability requires a linked deposit account." This copy must appear:
 - Near the Interlink and Plus Marks
 - In at least 4-point Helvetica type font
- vi instructions for reporting lost or stolen cards.

The WolfCard 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.

If, during the term of this Agreement, University shall decide to redesign the WolfCard, University shall be responsible for any costs associated with such redesign. While University shall cooperate with Bank to create a WolfCard 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 WolfCard shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Bank approval.

It is the University's responsibility to conduct a trademark/service mark search of the new 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. To the extent limited in accordance with Nevada Revised Statutes (NRS) 41.0305 to NRS 41.039, University agrees to indemnify and hold Bank harmless against all claims, liabilities and judgments Bank may incur to third parties in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and University elects to use the name or card design.

8. Issuance of New Cards. Eligible University Community Members will have the option to elect whether or not their WolfCards shall be linked to a Wells Fargo checking account and have functional capability for ATM/PIN-based debit functionality. In the event such capability is not elected, the WolfCard shall be limited to on-campus use only, without the capability to access Bank financial services. In order to provide access to new WolfCard holders, University will continue to cooperate with Bank to market the WolfCard. Bank and University will continue to work together

through mutually agreed upon communication methods including communications that the University will initiate for the purposes of educating all Eligible University Community Members about the WolfCard program with optional PIN-based debit functionality and marketing the same. All communications initiated by Bank will be at Bank's expense.

University will continue, as needed, to furnish the stock vendor information to Bank for verifying that the vendor's card product continues to meet industry card production standards.

Eligible University Community Members who elect to link their WolfCard to a Wells Fargo checking account can open a Bank checking account through a Bank representative on campus during the enrollment period, visit the Bank branch in the Joe Crowley Student Union, or visit any other local Bank store. The Eligible University Community Member will need to present the WolfCard at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

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

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

9. WolfCard Costs. Bank will pay up to \$1.00 for each WolfCard issued to Eligible University Community Members during the Term of the Agreement.

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

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

10. Post-conversion Changes to the WolfCard. University reserves the right to make alterations within a mutually agreed upon time to the WolfCard 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 WolfCard 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 WolfCard be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the WolfCard's capability for processing transactions through the WolfCard Bank Account. Bank shall provide WolfCard holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen WolfCards. 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 WolfCards 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 WolfCard customers located in the state of Nevada. University shall not be liable or responsible for a cardholder's failure to notify Bank, nor shall University assume any responsibility for notifying Bank, on cardholder's behalf, that a WolfCard has been lost or stolen.

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 WolfCard, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the WolfCard and its University identification benefits. However, University shall not be required to collect the WolfCard; nor shall the WolfCard holder be required to forfeit the WolfCard. Bank may or may not discontinue the services of the WolfCard 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 WolfCards 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 WolfCards 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 WolfCard Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the WolfCards 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 WolfCard program described in this Agreement, including, but not limited to, 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 WolfCards 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 WolfCard for ATM, PIN-based debit WolfCard 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 WolfCard used as the University ID card, except to the extent the WolfCard is used to perform electronic funds transfers to or from any WolfCard Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to University or any WolfCard holder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the WolfCard as it pertains to electronic funds transfers to or from any WolfCard Bank Account and to the performance of any other financial transactions involving a WolfCard Bank Account. Bank will be responsible to the WolfCard holder for any unauthorized or erroneous transaction involving the WolfCard 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 WolfCard holder for any liability arising from Bank's issuer responsibilities or for losses to any WolfCard Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a WolfCard 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 WolfCard 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 WolfCard 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. If University promotes Bank's deposit services either generically or specifically on University's internet website, University must include the statement "Wells Fargo Bank, N.A." along with the FDIC official advertising statement "Member FDIC" of such size and print to be clearly legible.

University will provide Bank with the opportunity to provide information about the Bank financial services associated with the WolfCard Program to University Cardholders and new incoming University students through various methods, which may include electronic and paper communications, letters, flyers or inserts. University and Bank will mutually agree upon all marketing communication strategies, and University agrees that any marketing communications or materials will include both the Bank's Marks and University's Marks. All mailings shall be

mutually agreed on and where appropriate approved by the applicable University department and Bank.

As mutually agreed upon, Bank will have opportunity to be present during student orientations in order to provide information about the WolfCard program and associated financial services and open Bank accounts for interested students and parents. The University WolfCard 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 expansion of financial services available to current and future WolfCard holders, including, but not limited to, the above marketing efforts and "tabling" at the start of the semester on campus. All tabling and other use of University resources at other times will be subject to the same fees as other commercial entities. All tabling and other use of university resources may be subject to the same fees as other commercial entities during non-orientation events. Marketing materials may not be distributed at University without University's prior review and written approval, which approval shall not be unreasonably withheld. Subject to University's prior review and written approval, Bank may display information and directional signage on campus including those identifying ATM locations. No marketing materials may be fixed to any University property without the prior review and written approval of University.

Marketing Budget

Bank will provide the marketing services function for marketing and promotion of the WolfCard program. Bank estimates that its annual marketing budget for the promotion of the WolfCard Campus Card program will be approximately \$10,000 annually 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 WolfCard and the benefits of linking it to a Bank checking account.

18. Insurance. Bank represents and warrants that at all times during the Term, Bank shall maintain commercial general liability insurance at a minimum level of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, including coverage for bodily and personal injury, property damage, and products liability, and Automobile Liability Insurance in the amount of \$1,000,000 combined single limit. Certificates of General Liability and Automobile Liability shall name the Board of Regents of the Nevada System of Higher Education as additional named insured and furnish proof of such to University upon request. Bank shall also obtain and keep in force workers' compensation insurance to the extent required by law. The Bank shall provide BCN Purchasing with certificates of insurance evidencing the required insurance prior to the start of this Agreement. 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.

19. Liability. Bank will exercise reasonable care in providing electronic funds transfer services and other services to WolfCard 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 WolfCard 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 WolfCard, WolfCard holders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR EITHER PARTY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

20. Representations and Warranties; Board Approval. Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved

by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Regents, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

21. Examinations. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its WolfCard 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 21, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 23.

22. Exclusivity. During the term of this Agreement, 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 WolfCard holders from using WolfCards 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 marketbanking services to Eligible University Community Members including the marketing efforts indicated in Section 17.

23. 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 WolfCard Bank Account application data and WolfCard 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 WolfCard holders and who have WolfCard 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 WolfCard holders who have obtained WolfCard Bank Accounts from Bank if such use was for a purpose prohibited by this Section 23; 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.

Likewise, the Bank is precluded from using University student, faculty or staff information in any way that identifies them as part of the University community. No advertisements naming or picturing University, student, faculty or staff as members of the University community may be used by Bank for promotional purposes. Data on University student, faculty or staff may only be used by Bank as it pertains to its normal use for banking purposes. This does not preclude Bank from listing University as a participant in Bank's Campus Card program in publications or presentations.

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.

Bank acknowledges that University is an instrumentality of the State of Nevada and, as such, is subject to the Public Records Laws of the State of Nevada. Bank agrees that University may be obligated to provide to members of the public certain University records under such laws, including records which contain Confidential Information as hereinabove defined, notwithstanding such definition. If University receives a request to disclose records which request includes information which is defined as Confidential Information as herein defined but which, in the reasonable opinion of University is not protected by such laws, prior to providing such records to the requesting party, University shall apprise Bank of the request and the scope thereof but shall proceed to disclose the requested records unless a court of competent jurisdiction directs otherwise.

24. 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 WolfCard program has or threatens to have a material adverse financial impact on Bank or University due to the use of one or more of the WolfCards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the WolfCard (s); or (ii) Bank is notified by a regulatory agency that any aspect of the WolfCard program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.
- d. This Agreement may be terminated by either party at any time by written notice to the other party upon any termination of that certain Lease dated January 17, 2012 between NSHE as landlord and Bank as tenant (the "Lease"). Further, upon any termination of this Agreement, whether by reason of default or otherwise, either party shall have the right, upon 90 days written notice to the other party, to terminate the Lease. By way of example, and not as a limitation, if Bank fails to timely exercise its option to extend the term of the Lease, University may terminate this Agreement, notwithstanding an election by the Bank to extend the term of this Agreement.

25. 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.

26. 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 WolfCard 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.

27. 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:

Mr. Sean French
Community Bank President
Wells Fargo Bank
5340 Kietzke Lane
Reno, NV 89511

If to University:

Associate Vice President for Business & Finance
University of Nevada, Reno
Mail Stop 0242
Reno, NV 89557

With a copy to:

General Counsel
University of Nevada, Reno
Mail Stop 0550
Reno, NV 89557

28. 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.

29. Governing Law. The laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement. Any and all disputes arising out of or in connection with the Agreement shall be litigated only in a court of competent jurisdiction within Washoe County. Any claim against NSHE shall be initiated by Bank within one (1) year after the claim arises, or be barred. The laws of the State of Nevada 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 WolfCard Bank Account.

30. 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.

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

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

33. 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.

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

35. License to Establish Link to Bank Web Site. University may choose to use the Bank logo on the University Internet web site as a link to Bank's Internet web site at wellsfargo.com and has requested Bank's consent.

Bank hereby grants to University a worldwide, non-exclusive right and license to establish a normal (href) text based link on unr.edu/wolfcard to the 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 Bank logo as indicated in Exhibit B or Bank name on the University Internet web site located at unr.edu/wolfcard for the exclusive purpose of linking from unr.edu/wolfcard to 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 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.

36. 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.

37. Special Terms and Conditions. The Bid under RFP #7976 is the basis for this Agreement between the Board of Regents of NSHE on behalf of University, and Bank. The Bid was issued by the Business Center North Purchasing Department (BCN Purchasing) as authorized by the Board of Regents under the following terms and conditions:

- A. UNDERSTANDING OF ALL BID INFORMATION - Bank acknowledged, by submitting a Bid, that Bank has read and fully understands all terms and conditions and the descriptive material contained in the Bid and all amendments.
- B. COMPLIANCE WITH LAWS & POLICIES - Bank shall at all times comply with and provide all stipulations, representations, certifications and building codes required by all applicable laws and regulations with respect to any in-transit and destination jurisdictions for items and services supplied under the Bid. Bank shall ensure that any of its personnel performing work on NSHE's premises, or accessing NSHE's computer systems do so with NSHE's permission and according to all applicable security and workplace policies. Bank shall comply with all laws governing the importation, exportation or transfer of technology across national boundaries, shall obtain all necessary permits and governmental authorizations and approvals necessary to the performance of the Bid and shall defend, indemnify and hold NSHE harmless from any claim to the contrary. Hazardous substances shall be conspicuously labeled and properly handled and disposed of at all times, in accordance with state and federal laws and regulations.
- C. HAZARDOUS SUBSTANCE AND ENVIRONMENTAL LAW - "Hazardous Substance" means any pollutant, contaminant, hazardous or toxic substance or waste, solid waste, petroleum or any byproduct thereof, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law. "Environmental Law" means any federal, state, local or other governmental statute, regulation, law or ordinance dealing with the protection of human health, natural resources and/or the environment now or hereafter

in effect including, without limitation, any and all claims or causes of action based upon such governmental statute, regulation, law or ordinance. Bank shall comply with all Environmental Laws. Bank shall notify NSHE in writing of every article ordered or supplied under this Bid or stored or used by Bank on NSHE property that contains Hazardous Substances or substances for which the law requires a Material Safety Data sheet. Such notification shall be given prior to the shipment or introduction of such substances onto NSHE property and shall include, at a minimum, information regarding the substance including but not limited to Material Safety Data Sheets. NSHE shall be able to, at all times, inspect any Hazardous Substances introduced onto or intended to be introduced onto NSHE property by Bidder.

- D. LIABILITY CLAUSE - Bank, in performance of Agreement, shall release and discharge NSHE) and the Board of Regents from liability for, and assume the risk of, loss or damage to property of the Bank . Further, Bank shall save the NSHE and the Board of Regents harmless from and defend against all losses, all liabilities, expenses and other detriments of every nature and description, to which the NSHE and the Board of Regents may be subjected by reason of any negligent act or omission of Bank, or any of the Bank's subcontractors, employees, agents, invitees or licensees where such loss, liability, expense or other detriment arises out of or in connection with the performance of work under the contract, including, but not limited to liens, personal injury and loss of or damage to property of the NSHE or others.

INDEMNIFICATION - To the extent limited in accordance with Nevada Revised Statutes (NRS) 41.0305 to NRS 41.039, NSHE shall indemnify, defend, and hold harmless the Bank from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by NSHE or any of its officers or employees, which may occur during or which may arise out of the performance of the Agreement. NSHE will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. NSHE's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

- E. FORCE MAJEURE - NSHE shall not be liable for events beyond its reasonable control. Bank shall not be liable for events beyond its control and the control of its authorized subcontractors or suppliers if unable after due diligence to work around the reported problem or obtain substitute supply at reasonable cost. Whenever an actual or potential force majeure event threatens to delay performance, Bank shall immediately notify BCN Purchasing in writing of all relevant circumstances.
- F. RELATIONSHIP - Bank is an independent contractor of NSHE and is not an employee, partner, joint-venturer or franchisee. Bank is not entitled to participate in any employee benefit plan of NSHE. Bank represents that it has other substantial sources of revenue, will file its tax returns and pay tax as an independent contractor for this relationship and will

defend, indemnify and hold NSHE harmless from any claim to the contrary.

- G. **AFFIRMATIVE ACTION** - The Bank shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Bank agrees to adhere to the principles set forth in Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within its company, and to discuss with BCN Purchasing its policies and practices relating to its Affirmative Action program.
- H. **CERTIFICATION OF NON-SEGREGATED FACILITIES** - The Bank certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bank understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed or national origin because of habit, local custom, or otherwise. The Bank understands and agrees that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, and U.S.C. 2012 (Disabled Veterans and Veterans of the Vietnam Era). The Bank understands and agrees that a breach of the assurance herein contained subjects it to the provisions of Order 32 Federal Regulation 7439, of the Secretary of Labor dated May 19, 1967. Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.
- I. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549)** - The Bank certifies, to the best of its knowledge and belief, that the Bank and/or its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- J. **CERTIFICATION OF NON-DISCRIMINATION IN EMPLOYMENT** - During the


performance of this contract, the Bank agrees as follows:

1. The Bank will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Bank will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bank agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Bank will, in all solicitations or advertisements for employees placed by or on behalf of the Bank, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
3. The Bank will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Bank's commitments under Section 202 of Executive Bid 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Bank will comply with all provisions of Executive Bids 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, U.S.C. 2012 (Disabled Veterans and Veterans of the Vietnam Era) and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Bank will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Bank's noncompliance with the non-discrimination clauses of this contract or with any other such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Bank may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Bank will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bank will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Bank becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Bank may request the United States to enter into such litigation to protect the interests of the United States.

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

Wells Fargo Bank, National Association

Signature:  _____

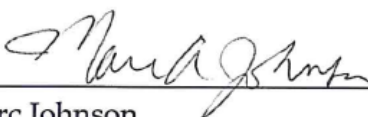
Name: Sean French

Title: Community Bank President

Date: July 20, 2012

Recommended by:

Board of Regents of the Nevada System of Higher Education
on behalf of the University of Nevada, Reno

Signature:  _____

Name: Marc Johnson

Title: President

Date: 8-17-12

Signature: _____

Name: Daniel Klaich

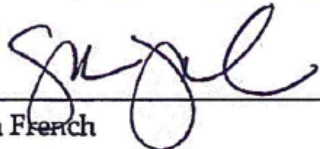
Title: Chancellor

Date: _____

The Bank will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bank will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Bank becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Bank may request the United States to enter into such litigation to protect the interests of the United States.

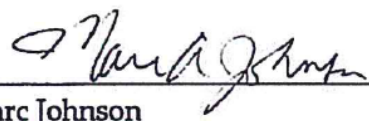
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates designated below.

Wells Fargo Bank, National Association

Signature: 
Name: Sean French
Title: Community Bank President
Date: July 20, 2012

Recommended by:

Board of Regents of the Nevada System of Higher Education
on behalf of the University of Nevada, Reno

Signature: 
Name: Marc Johnson
Title: President
Date: 8-17-12



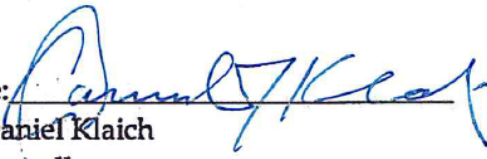
Signature: 
Name: Daniel Klaich
Title: Chancellor
Date: 9/5/12

EXHIBIT A

UNIVERSITY MARKS

"WolfCard"

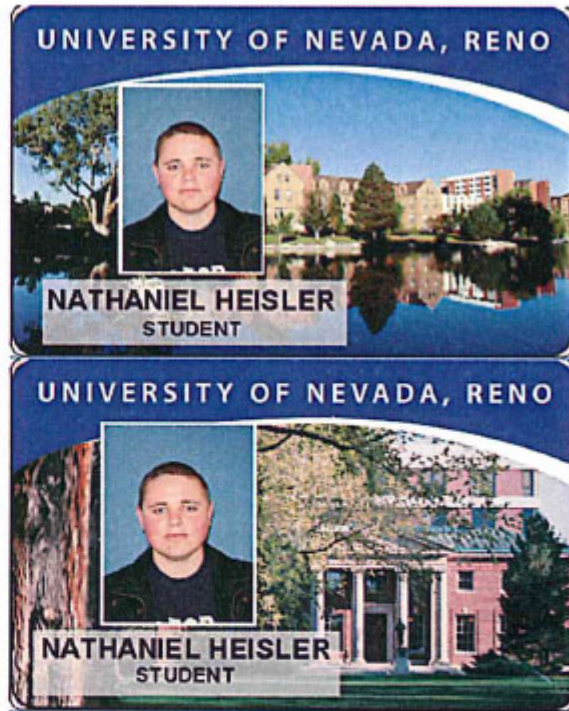
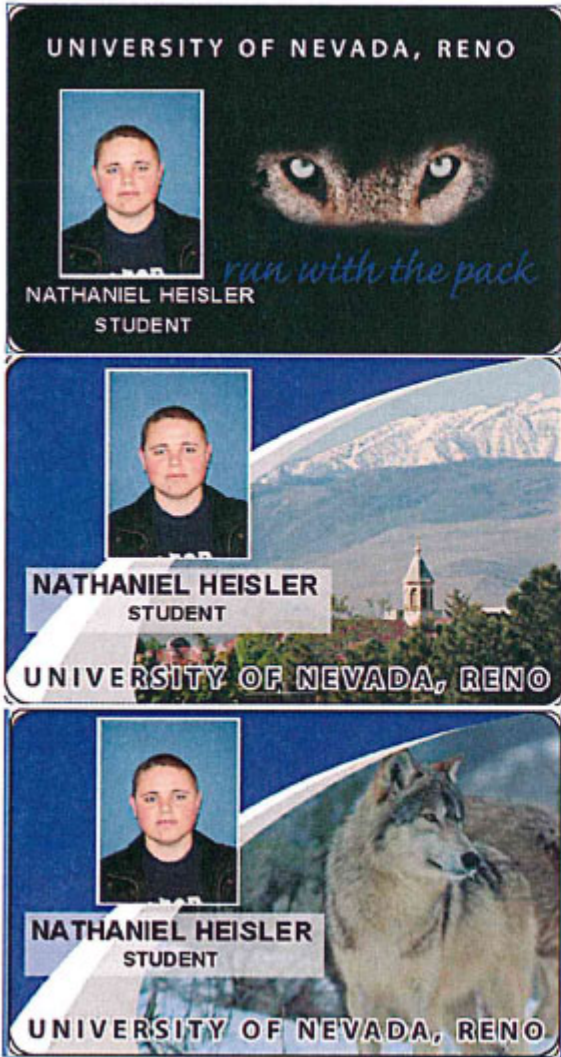


EXHIBIT B

BANK MARKS



(Black box with white letters)



(Red box with gold letters)

EXHIBITC

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER

88-6000024

BANK TAXPAYER IDENTIFICATION NUMBER

94-1347393