

Villanova Collegiate Campus Card Agreement

PID # 503999

This Agreement ("Agreement") is made as of the 1st day of August, 2008 by and between **VILLANOVA UNIVERSITY**, having its principal office at 800 Lancaster Avenue, Villanova, Pennsylvania 19085 ("VU"), and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association having its principal office at 301 South College Street, Charlotte, North Carolina 28288 ("Wachovia").

In consideration of the mutual promises and understandings in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do agree as follows:

1. GENERAL DESCRIPTION OF PROJECT

VU provides identification cards (Wildcard identification card) to VU students that contain a magnetic strip on the back of the cards. Wachovia seeks to market banking relationships to VU students, faculty and staff and, for those eligible parties who choose to establish a banking relationship with Wachovia, encode the magnetic stripe on the back of the cards to provide bank account access for the eligible parties. The cards will contain both VU and Wachovia logos.

2. WACHOVIA RESPONSIBILITIES

2.1 Performance of Services

- 2.1.1 Wachovia shall perform the Services as specified in this Agreement, or as otherwise agreed to by both parties, and shall complete the Services to the satisfaction of VU.
- 2.1.2 Wachovia will market banking relationships as provided in the License Agreement for Specialty Branch, dated August 1, 2008, which is incorporated herein by reference and attached hereto as **Exhibit A**, and, for those eligible parties who choose to establish a banking relationship with Wachovia, encode the magnetic strip on the back of the cards to provide Wachovia account access for the eligible parties.

2.2 Marketing and Advertising

- 2.2.1 Wachovia will promote the debit card features of VU's identification card program by offering a marketing program consisting of advertising, direct

mail, brochures and Internet marketing on Wachovia's web site, with VU's prior approval of all content.

- 2.2.2 With VU's prior approval of all content, Wachovia will advertise in VU's newsletters/newspapers, administrative publications, and pre-registration packets.
- 2.2.3 Wachovia will promote VU's identification card program on the campus at carding events. In addition, Wachovia will distribute branch bank advertising that highlights branch services and Wachovia's relationship philosophy.
- 2.2.4 Wachovia shall provide marketing and advertising support to VU in the amount of \$34,576 in value per year during the course of this Agreement. The amount of marketing and advertising support during the initial five-year term of this Agreement totals \$172,880.

2.3 Retail Banking Products and Services

- 2.3.1 Wachovia will make available to VU students a choice of banking services, including the Free Student Checking, to meet their banking needs.
- 2.3.2 Wachovia will make available to VU faculty and staff the Wachovia At Work banking program, which provides special discounts and benefits on financial services.

2.4 Cash Management Services

- 2.4.1 VU may want their stored value vendor to transmit to Wachovia's ACH department a NACHA formatted ACH file of debit and credit instructions related to VU's Campus Card Chip transactions. The stored value vendor must be credit approved by Wachovia's Non-Loan Credit Risk (NLCR) area. Wachovia acknowledges and agrees that it has approved Cbord, VU's current stored value vendor. Wachovia's ACH department will process this file through the ACH system to facilitate payment to VU's third-party vendors.

2.5 Other Services

- 2.5.1 Wachovia will install, operate, and maintain automated teller machines ("ATMs") on the campus of VU as provided in the ATM License Agreement, dated August 1, 2008, which is incorporated herein by reference and attached hereto as **Exhibit B**.
- 2.5.2 If a Wildcard identification card is captured at a Wachovia ATM at a branch in the VU area, Wachovia will return the card to the VU Wildcard Office for

handling on the next business day following capture. If a Wildcard identification card is captured at a non-Wachovia ATM, Wachovia is not able to control how the card is handled.

- 2.5.3 Wachovia shall prepare and deliver appropriate disclosures to each Wildcard holder at the time the Wildcard identification card PIN is issued.

3. VU RESPONSIBILITIES

- 3.1 VU agrees to provide a sufficient supply of student identification cards with a magnetic strip on the back according to specifications provided by Wachovia. VU agrees to permit the logos of Wachovia and ATM sharing networks to appear on the Wildcard identification cards.
- 3.2 VU agrees to participate in a cooperative marketing program with Wachovia, to endorse the stored value and banking services, and assist in marketing the stored value and banking features to students, faculty and staff.
- 3.3 The parties shall mutually agree to the design and information to be printed on the back of the VU identification cards.

4. TERM and TERMINATION

- 4.1 The parties agree the initial term of this Agreement shall commence on the 1st day of August, 2008, and shall terminate on the 5th anniversary thereof. VU shall have the right to renew this Agreement for an additional term of 2 years on the same terms and conditions as stated herein. VU shall exercise this right by giving Wachovia written notice of its election at least 30 days' prior to the expiration of the initial term. Should VU fail to give such notice to Wachovia, the Agreement shall terminate upon the expiration of the initial term.
- 4.2 Either party may terminate this Agreement if either party: (1) makes an assignment for the benefit of creditors; (2) is adjudicated bankrupt; (3) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("Bankruptcy Law"); (4) has filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under Bankruptcy Law, which petition is not discharged within thirty (30) days; (5) applies for or permits the appointment of a receiver or trustee for its assets; (6) defaults under any provision of this Agreement and fails to cure such default within fifteen (15) days after it received written notice of such default; (7) or pursuant to section 11.2 below.
- 4.3 If this Agreement is terminated pursuant to the provisions above, each of the parties retain all of its rights and remedies for breach of contract at law or in

equity.

- 4.4 Any early termination of this Agreement may be cause for an early termination of the License Agreement for Specialty Branch and the ATM Placement Agreement such that all three agreements shall be simultaneously terminated.
- 4.5 Upon early termination by Wachovia for a material default of VU, VU shall pay for all work in progress and more generally any and all documented expenses incurred directly by Wachovia during the calendar year of termination relating to the performance of Services under this Agreement. Such charges may include costs incurred with respect to termination and settlement with subcontractors or suppliers, including an element of reasonable profit. Direct and indirect costs shall be determined in accordance with Wachovia's regular accounting procedures. If VU terminates for a material default of Wachovia, VU shall not be responsible to make any further payments to Wachovia, and shall recover its documented costs of termination.

5. MUTUAL CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 5.1 All data, reports, lists, any banking customer information, memoranda work, work documentation, the terms of this Agreement, and other technical or business information furnished or disclosed by Wachovia or developed by Wachovia hereunder (collectively the "Information") is the property of and shall be deemed confidential to Wachovia. VU shall return all such information to Wachovia at the conclusion of this Agreement, or shall destroy such Information if Wachovia so directs in writing. VU agrees to hold all such Information in confidence, unless such information was previously known to VU or by a third party having a legal right to make such disclosure, or except as required by law. VU further agrees that such Information shall be used only for the purposes specified hereunder and may be used for other purposes only upon such terms and conditions as may be mutually agreed upon in writing. VU shall require each of its employees, agents, and subcontractors to keep such Information confidential in accordance with the foregoing requirements.
- 5.2 Neither party shall advertise, promote or publicize matters relating to this Agreement or mention or imply any relationship or connection with the other in such advertising, promotion or publicity without the prior written consent of the other party which may be withheld at such parties' sole discretion.

6. CUSTOMER INFORMATION SAFEGUARDS.

- 6.1 Wachovia and VU shall establish, implement and maintain appropriate standards for safeguarding customer information, as required by law, including but not limited to the Gramm-Leach-Bliley Act of 1999 ("GLBA"), and its implementing Regulation P, and other related regulations, as applicable.

- 6.2 For purposes hereof, "nonpublic personal information" shall include all nonpublic personal information as that term is defined in Title V of GLBA and the applicable regulations thereunder, as well as any other customer information Wachovia and VU are obligated to protect and keep confidential under any other applicable law.
- 6.2.1 VU shall protect and keep confidential all nonpublic personal information about Wachovia's customers, and all other individuals about whom Wachovia has collected nonpublic personal information, that is disclosed by Wachovia or otherwise obtained by VU in connection with its performance under the Agreement. VU may collect and use nonpublic personal information only in connection with performance, and as specifically permitted, under the Agreement. Except as described in the Agreement, VU shall not copy nonpublic personal information or disclose nonpublic personal information to persons who do not need nonpublic personal information in order to perform under the Agreement.
- 6.3 Nonpublic personal information shall be returned to Wachovia upon request and upon termination of the Agreement. In the event that it is necessary for VU to disclose nonpublic personal information to a third party in order to perform VU's duties under the Agreement and Wachovia has provided VU with written authorization to do so, VU shall disclose only such nonpublic personal information as is necessary for such third party to perform its obligations to VU. At Wachovia's request, VU shall deliver to Wachovia a copy, certified by VU as being true and correct, of an agreement, acceptable to Wachovia, prohibiting the third party's re-disclosure, duplication, or reuse of any nonpublic personal information.
- 6.4 VU shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration, or destruction of nonpublic personal information. Wachovia or its designee may perform appropriate information security reviews on any systems, applications, networks, sites or other methods of handling information, used by VU in connection with the services provided by Wachovia to VU under the Agreement, including without limitation, physical inspection, external scan, internal scan, code review, process reviews and reviews of system configurations. Should any review result in the discovery of material security risks to the systems, applications, networks, or sites, Wachovia shall immediately notify VU of such risks, and VU shall take reasonable measures to promptly correct, repair, or modify the applicable system, application, network, or site to effectively eliminate the risk at no cost to Wachovia. For purposes hereof, "security incident" shall mean any unauthorized action by a known or unknown person which, if successfully completed, attempted, or threatened, should reasonably be considered one of the following: an attack, penetration, denial of service, disclosure of nonpublic personal information or other confidential or sensitive information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, scan of VU's systems or networks, or any other activity that could affect VU's systems, files or data. VU shall report to

Wachovia all known or suspected security incidents. Wachovia may require that performance under the Agreement be suspended, connectivity with VU be terminated, or other appropriate action be taken pending resolution of material security risks or security incidents.

- 6.5 VU shall keep records sufficient to show its compliance herewith. The audit personnel of Wachovia, as well as examiners and representatives of Wachovia's regulatory agencies, will have the right to monitor and make periodic audits, examinations, and inspections of VU's financial and other records, facilities, and procedures as they pertain hereunder. VU may require such persons to provide reasonable evidence of their authority before being admitted to VU's facilities.
- 6.6 Wachovia shall protect and keep confidential all nonpublic personal information about VU's students, and all other individuals about whom VU has collected nonpublic personal information, that is disclosed by VU or otherwise obtained by Wachovia in connection with its performance under the Agreement. Wachovia may collect and use nonpublic personal information other only in connection with performance, and as specifically permitted, under the Agreement. Except as described in the Agreement, Wachovia shall not copy nonpublic personal information or disclose nonpublic personal information to persons who do not need nonpublic personal information in order to perform under the Agreement.
- 6.7 Nonpublic personal information shall be returned to VU upon request and upon termination of the Agreement. In the event that it is necessary for Wachovia to disclose nonpublic personal information to a third party in order to perform Wachovia's duties under the Agreement and VU has provided Wachovia with written authorization to do so, Wachovia shall disclose only such nonpublic personal information as is necessary for such third party to perform its obligations to Wachovia. At VU's request, Wachovia shall deliver to VU a copy, certified by Wachovia as being true and correct, of an agreement, acceptable to VU, prohibiting the third party's re-disclosure, duplication, or reuse of any nonpublic personal information.
- 6.8 Wachovia shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration, or destruction of nonpublic personal information. VU or its designee may perform appropriate information security reviews on any systems, applications, networks, sites or other methods of handling information, used by Wachovia in connection with the services provided by VU to Wachovia under the Agreement, including without limitation, physical inspection, external scan, internal scan, code review, process reviews and reviews of system configurations. Should any review result in the discovery of material security risks to the systems, applications, networks, or sites, VU shall immediately notify Wachovia of such risks, and Wachovia shall take reasonable measures to promptly correct, repair, or modify the applicable system, application, network, or site to effectively eliminate the risk at no cost to VU. For purposes hereof,

“security incident” shall mean any unauthorized action by a known or unknown person which, if successfully completed, attempted, or threatened, should reasonably be considered one of the following: an attack, penetration, denial of service, disclosure of nonpublic personal information or other confidential or sensitive information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, scan of Wachovia’s systems or networks, or any other activity that could affect Wachovia’s systems, files or data. Wachovia shall report to VU all known or suspected security incidents. VU may require that performance under the Agreement be suspended, connectivity with Wachovia be terminated, or other appropriate action be taken pending resolution of material security risks or security incidents.

- 6.9 Wachovia shall keep records sufficient to show its compliance herewith. The audit personnel of VU, as well as examiners and representatives of VU's regulatory agencies, will have the right to monitor and make periodic audits, examinations, and inspections of Wachovia's financial and other records, facilities, and procedures as they pertain hereunder. Wachovia may require such persons to provide reasonable evidence of their authority before being admitted to Wachovia's facilities.

7. RELATIONSHIP

- 7.1 Each party shall exercise full control and direction over its employees, agents and subcontractors performing the services covered by this Agreement.
- 7.2 In no case shall the employees, agents or subcontractors of one party be deemed to be employees or agents of the other party, and each party shall be wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them as required by law.
- 7.3 Neither party shall have any authority to create or assume obligations on behalf of the other party. The parties contemplate no sharing of profits or liabilities. It is understood that this Agreement shall not constitute or be considered to create a partnership, joint venture, agency or employee/employer relationship with VU.
- 7.4 Any subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement.
- 7.5 Any benefit and account relationship established between Wachovia and VU students, faculty and staff as a result of the Retail Banking Products and Services offered under this Agreement shall be to the benefit of and ownership by Wachovia.

8. INDEMNIFICATION

Each party shall defend, indemnify and save the other harmless for all costs, damages, claims, liabilities, expenses (including reasonable attorney's fees at trial or on appeal), losses and court costs incurred by the other on account of any property damage, personal injury or loss of life occurring or arising out of the negligence or willful act or omission of said party and its employees, agents, customers and invitees. Notwithstanding the foregoing, however, neither party shall be liable for punitive or consequential damages assessed against the other, nor shall either party be liable to the other for claims or losses occasioned by the negligence or willful act or omission of the other party or its employees, customers and invitees.

9. EXCLUSIVITY

During the term of this Agreement, VU agrees not to (1) enter into any agreement with any other financial institution or other party to offer or endorse to students, faculty and staff any services or products substantially similar to the services and products which are the subject matter of this Agreement, (2) permit the magnetic strip coding on VU identification cards to be used by any other financial institution, and (3) permit any other financial institution's name to appear on the VU identification cards.

10. COMPLIANCE WITH LAWS

Wachovia shall comply, at its own cost and expense, with the provisions of all federal, state, county and municipal laws, ordinances, rules, regulations and orders pertaining to the performance and provision of its services, together with the rules, regulations and orders of the local Boards of Fire Underwriters or other similar body. Wachovia shall take all measures necessary to promptly remedy any violation(s) of any such law, ordinance, rule, regulation or order.

11. GENERAL

11.1 Standard of Service

Services and responsibilities of both parties shall be performed in a workmanlike manner and in accordance with the highest professional standards. All Services and responsibilities shall conform to such requirements or restrictions as may be lawfully imposed by law or governmental authority.

11.2 Assignment

This Agreement shall be binding and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the other party. In the event that during the term of this Agreement, Wachovia elects to assign the Agreement, VU shall have the right to terminate the Agreement within six (6) months following such assignment, if in the reasonable judgment of VU, there is a substantial decrease in the level and/or

quality of services provided by the assignee. In the event that VU so elects to terminate the Agreement, it shall provide the assignee with at least 30 days' advance written notice. This right of termination shall be in addition to VU's right to terminate as set forth in section 4.2 above.

11.3 Notices

Unless otherwise provided herein, all notices, consents or other communications required or permitted to be given by the terms of this Agreement must be in writing and shall be deemed duly given upon hand delivery or upon receipt if sent by overnight courier service, with payment provided for, to the parties at the following addresses, or such other addresses as may hereafter be designated in writing by such party:

TO: WACHOVIA

Wachovia Bank
Attn. Campus Card Manager
301 South Tryon St.
30th Floor, NC 0339
Charlotte, NC 28202

TO: VILLANOVA UNIVERSITY

Villanova University
[REDACTED]
[REDACTED]
800 Lancaster Avenue
Villanova, PA 19085

11.4 Counterparts

This Agreement may be executed in any number counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

11.5 Remedies

All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies anytime available to either party at law, in equity, by statute or otherwise.

11.6 Force Majeure

Neither party will be held responsible for delays or failures in performance caused by acts of God, riots, acts of war or terrorism, earthquakes or other natural disasters. Both parties shall give reasonable written notification of any material or indefinite delay due to such causes. Both parties shall take the necessary steps to overcome any delay in delivery of Services to VU.

11.7 Taxes

Each party shall pay all taxes associated with the respective services provided hereunder and penalties, assessments or fines imposed due to failure to file or pay such taxes. Wachovia shall pay all sales, excise, or use taxes due on the

transactions associated directly with the use of Wachovia services. VU shall pay any other taxes arising from VU's performance hereunder and operation of the VU Wildcard program, including taxes based upon VU's net income

11.8 Disputes

In the event of a dispute hereunder resulting in litigation, (1) the expenses of the prevailing party, including reasonable attorneys' fees at trial and appellate levels, shall be paid by the non-prevailing party, and (2) both VU and Wachovia hereby agree to a waiver of trial by jury. This Agreement shall be governed by and construed according to the laws of the State of Pennsylvania and any dispute hereunder resulting in litigation shall be adjudicated in Delaware County, Pennsylvania, or in the federal court for the Eastern district of Pennsylvania. Each of the parties agrees that service of any process, summons, notice or document by U.S. registered mail or certified mail sent to the addresses set forth in Section 10.3 hereof (or to any other address given in accordance with the terms of that Section) shall be effective service of process for any action, suit or proceeding brought against such party in enforcing any rights hereunder.

11.9 Mandatory Arbitration

Except for seeking injunctive relief or other equitable remedies any dispute, claim or controversy arising out of, connected with or relating to this Agreement shall be resolved by binding arbitration administered and conducted under the Commercial Arbitration Rules of the American Arbitration Association and Title 9 of the United States Code. The prevailing party in any judicial action or arbitration shall be entitled to reimbursement from the other party for costs, filing fees, arbitration filing fees, reasonable pretrial, trial and appellate attorney's fees, witness fees, expert fees, arbitration panel fees, and travel fees. A judgment upon the arbitration award may be entered in any court having jurisdiction. Any arbitration hearing shall take place in the state of Pennsylvania. Nothing in this section, however, shall prevent either party from seeking equitable relief from a court of competent jurisdiction for the other party's breach of the confidentiality obligations or infringement of intellectual property rights and any proprietary sections of this Agreement.

11.10 Waivers

A waiver by either party hereto of any covenant or condition of this Agreement to be observed by the other party shall not be deemed to be a waiver of any preceding or succeeding breach of the same or other covenant or condition. A delay or failure to enforce any provision hereof shall not operate as a waiver thereof or be deemed to be a release of any rights granted hereunder.

11.11 Severability

If any term, covenant, condition, promise, or provision of this Agreement, or the application thereof to any person or circumstance, at any time or to any extent, shall be invalid or unenforceable or be declared unenforceable, the remainder of

this Agreement and the application of such term, covenant, condition, promise, or provision to persons or circumstances other than those to which it has been held to be invalid or unenforceable, shall not be affected thereby, and shall be severable therefrom, and each remaining term, covenant, condition, promise, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 Entire Agreement

This Agreement, including all exhibits hereto, the License Agreement for Specialty Branch, and ATM License Agreement, constitutes the entire agreement between VU and Wachovia relating to the subject matter hereof and supersedes all prior communications, representations or agreements, oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by a duly authorized representative of each party.

11.13 Authority

Each party has full power and authority to enter into and perform this contract. The representatives signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

11.14 Survival

The terms, provisions, representations, and warranties contained in this Agreement will survive the delivery of the service.

11.15 Headings

The headings in this Agreement are for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

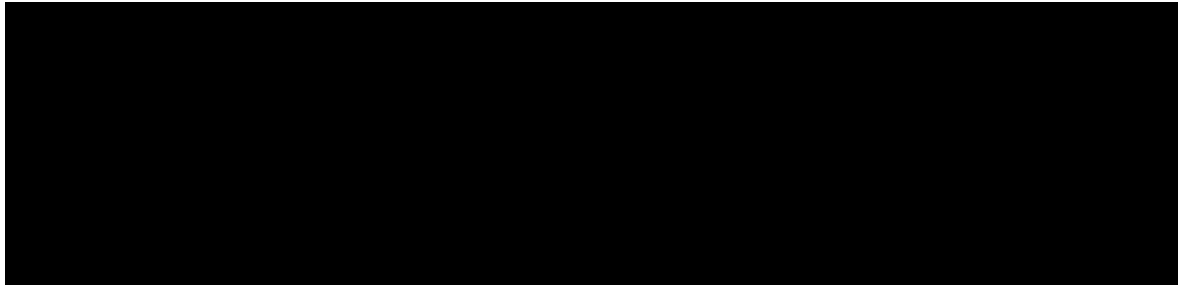
11.16 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of law.

IN WITNESS HEREOF, the duly authorized representative of each of the parties have executed this Agreement in duplicate on the date written below.

VILLANOVA UNIVERSITY
("VU")

WACHOVIA BANK, N.A.
("WACHOVIA")



**FIRST AMENDMENT TO
VILLANOVA COLLEGIATE CAMPUS CARD AGREEMENT
(PID # 503999)**

This First Amendment to Villanova Collegiate Campus Card Agreement (herein the "Amendment") is effective as of the 1st day of August, 2013 by and between Villanova University (herein "University") and Wells Fargo Bank, National Association as successor in interest to Wachovia Bank, National Association (herein "Bank").

WHEREAS, University and Bank entered into that certain Villanova Collegiate Campus Card Agreement dated August 1, 2008 (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. Section 2.2.4 is hereby revised to read as follows:

Bank shall provide marketing and advertising support to VU in the amount of \$10,000.00 in value per year during the course of this Agreement. The amount of marketing and advertising support during the five-year renewal term of this Agreement totals \$50,000.00.

3. Cash Management Services. Section 2.4 (and 2.4.1) are hereby deleted in their entirety.

4. Section 2.5.1 is hereby revised to change the August 1, 2008 date to August 1, 2013.

5. Term and Termination. Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.1 The parties agree that the initial term of this Agreement commenced on the 1st day of August, 2008, and terminated on the 5th anniversary thereof (July 31, 2013). The renewal term commenced on the 1st day of August, 2013, and shall terminate on the 5th anniversary thereof (July 31, 2018). Thereafter, this Agreement shall automatically renew for succeeding one-year periods unless sooner terminated by either party at any time during the term of the Agreement upon not less than one hundred eighty (180) days, prior written notice to the other party, or as otherwise provided elsewhere in this Agreement.

6. Notices. For purposes of this Agreement, Bank's address for notices under 11.3 is as follows:

To: Wells Fargo Bank, N.A.
Attn: [REDACTED]
1525 West WT Harris Blvd
Charlotte, NC 28262

7. The following insurance provision is hereby added to the Agreement:
Insurance. A Certificate of Insurance must be received by the University's Director of Insurance and Risk Management and Insurance prior to the execution of this First Amendment. Please note the

Certificate must include Villanova University as an Additional Insured under the Comprehensive General Liability, Automobile Liability and Umbrella policies, which must provide the minimum limits set forth below. The Certificate should also indicate whether the General Liability policy is written on a "claims-made" or "occurrence" basis. Insurance requirements are:

Workers' Compensation:	Statutory Limits with waiver of subrogation
Employer's Liability:	\$100,000/500,000/100,000
Comprehensive General Liability:	\$3,000,000 each occurrence
Automobile Liability:	\$3,000,000 each accident
Media Liability:	\$1,000,000
Security and Privacy Liability:	\$1,000,000

(Limits may be reached by means of an Umbrella or Excess policy.)

8. 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.

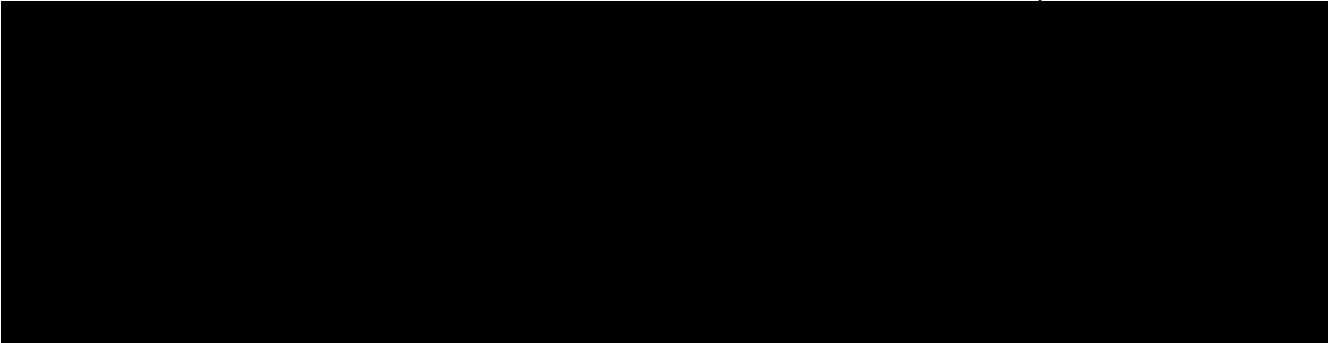
9. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

10. 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.

VILLANOVA UNIVERSITY

WELLS FARGO BANK, N.A.



**SECOND AMENDMENT TO
VILLANOVA COLLEGIATE CAMPUS CARD AGREEMENT
(PID # 503999)**

This Second Amendment to Villanova Collegiate Campus Card Agreement (herein the "Amendment") is effective as of the 25th day of April, 2014 by and between Villanova University (herein "VU") and Wells Fargo Bank, National Association as successor in interest to Wachovia Bank, National Association (herein "Bank").

WHEREAS, VU and Bank entered into that certain Villanova Collegiate Campus Card Agreement dated August 1, 2008, which was amended by that certain First Amendment dated as of August 1, 2013 (collectively, the "Agreement").

WHEREAS, VU and Bank have agreed to amend the terms 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, VU 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. New Section 2.2.5 is hereby added to the Agreement and shall read as follows:

2.2.5 Bank shall pay VU's plastic card stock replacement costs for the Wildcard program in the amount of \$10,000.00 per year during the term of the Agreement.

3. New Sections 11.17 and 11.18 are hereby added to the Agreement and shall read as follows:

11.17 Student Loan Representation and Warranty. VU 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 VU refers student loans to Bank and to the amount of any such referrals. The parties further represent and warrant that payments made by Bank to VU in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

11.18 Title IV Representation and Warranty. VU and Bank represent and warrant that bank accounts are not being opened by VU on behalf of any students or parent, VU is not establishing a process students or parents follow to open bank accounts, and VU is not in any way assisting students or parents in opening bank accounts with Bank. However, VU will allow Bank representatives on campus to assist students or parents with Bank financial products and services and provide Bank-approved materials to students or parents that include information regarding Bank financial products and services, which allow Bank to assist students or

parents in opening bank accounts with Bank. Further, the Wildcard program is not being established for the purpose of VU's disbursement of Title IV funds and Wildcard cards are not issued for the specific purpose of receiving Title IV funds.

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.

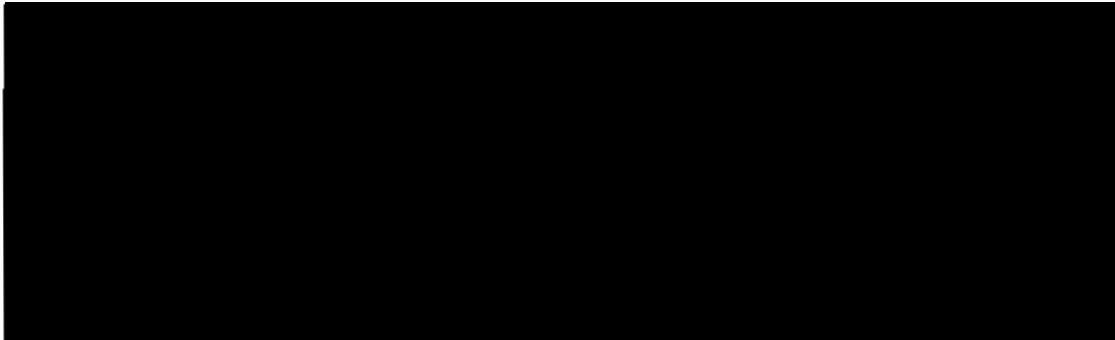
5. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

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

VILLANOVA UNIVERSITY

WELLS FARGO BANK, N.A.



**THIRD AMENDMENT TO
VILLANOVA UNIVERSITY/WELLS FARGO BANK, N.A.
COLLEGIATE CAMPUS CARD AGREEMENT
(PID # 503999)**

This Third Amendment to Villanova University/Wells Fargo Bank, N.A. Collegiate Campus Card Agreement (herein the "Amendment") is dated as of this 31st day of August, 2016 by and between Villanova University (herein "VU") and Wells Fargo Bank, National Association as successor in interest to Wachovia Bank, National Association (herein "Bank").

WHEREAS, VU and Bank entered into that certain Collegiate Campus Card Agreement dated August 1, 2008, as may have been amended from time to time (the "Agreement").

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VU 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. WILDCARD Bank Account. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following sections:

2.3 Banking Products

2.3.1 WILDCARD Bank Account. During the Term, Bank will provide in accordance with this Section 2.3.1 a checking account linked to the WILDCARD for WILDCARD 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 WILDCARD holder. Nothing herein prohibits Bank from closing any WILDCARD Bank Account in accordance with standard deposit account procedures. A "linked" checking account is defined as a WILDCARD Bank Account which has a WILDCARD linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some WILDCARD holders may not be eligible for the WILDCARD 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 WILDCARD holder shall be considered to be a WILDCARD Bank Account.
- c. Enrolled students may choose the Wells Fargo Everyday Checking account, or other product offered by Bank, to which a WILDCARD may be linked. Faculty and

staff may select any checking account or package for which they may be eligible to which a WILDCARD may be linked.

d. The WILDCARD 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 2.3.1 of this Agreement. All Bank checking accounts linked to the WILDCARD shall be FDIC-insured in accordance with applicable law.

e. The WILDCARD can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-based purchases at merchants where Interlink or Maestro cards are accepted) to a WILDCARD Bank Account.

f. During the Term, should VU 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 VU students by direct deposit to student's WILDCARD 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. No VU student shall be required to accept student financial aid refunds into an existing WILDCARD Bank account or other depository account maintained by the Bank.

g. Should the VU 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 VU website, dedicated to the WILDCARD and the WILDCARD holders, using a design and functionality subject to the approval of the VU, 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 VU to provide any required approval. The website shall provide information as mutually agreed by VU and Bank, which may include the following features:

- Information about various account offerings for WILDCARD holders,
- Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
- Link to log-in for secure online banking session, and
- Information about and links to other Bank-related products and services,

h. VU 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 WILDCARD Bank Accounts that it makes generally to its non-WILDCARD Bank Accounts.

i. Bank shall also:

- Directly obtain the student's consent to open a financial account and/or validate a device for use with a financial account. VU shall not provide any student personally identifiable information (PII) to bank,
- Ensure that the student has been informed of the terms and conditions of the financial account before the account is opened,
- Ensure that student account holder can execute balance inquiries and access funds deposited in the financial accounts through surcharge-free in-network ATMs,
- Ensure that financial accounts are not marketed or portrayed as, or converted into, credit cards, and
- Ensure that students incur no cost for opening the account or validating an access device.

2.3.2. WILDCARD Bank Account Opening. The WILDCARD Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that VU shall have the right to determine where, on the VU'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 WILDCARD Bank Account applications from WILDCARD holders. Bank may accept deposits to WILDCARD 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 WILDCARD holder in connection with the WILDCARD Bank Account opening. VU 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 WILDCARD Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the WILDCARD program, including the opening of checking accounts for Eligible VU Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support WILDCARD Bank Account

services during peak activity times, such as the initial re-carding process and first year student orientations.

2.3.3. WILDCARD Design and Specifications. The WILDCARD that can be linked to a WILDCARD Bank Account shall conform to various network and bank specification.

2.3.4. Persons No Longer Eligible VU 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 VU provided identification benefits of the WILDCARD (Eligible University Community Member), VU shall in accordance with such policies and procedures as it may establish, terminate the functionality of the WILDCARD and its VU identification benefits. However, VU shall not be required to collect the WILDCARD; nor shall the WILDCARD holder be required to forfeit the WILDCARD. Bank may or may not discontinue the services of the WILDCARD Bank Account of any individual no longer qualifying as an Eligible University Community Member.

2.3.5. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding WILDCARDS actively serving as VU's multi-function identification card and displaying the Bank Marks may or may not be replaced by VU, at the VU's sole discretion. Such outstanding WILDCARDS may continue to serve as a VU identification card with such VU benefits as VU may choose, for so long as VU 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 WILDCARD Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the WILDCARDS 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 WILDCARD program described in this Agreement, including but not limited providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

2.3.6. Bank Reporting to VU. Effective September 2017, beginning with reporting for school year 2016-2017, for any year in which VU's enrolled students open financial accounts marketed under this Agreement, Bank shall provide VU with the following information:

- The number of students who had financial accounts under the contract at any time during the most recently completed award year, and
- Mean and median of the actual costs incurred by those account holders.

3. **Termination.** Notwithstanding anything to the contrary in the Agreement, Section 4 (Term and Termination) is hereby amended as follows:

Section 4.1 is hereby amended and replaced as follows:

4.1 The parties agree that the initial term of this Agreement commenced on the 1st day of August, 2008, and terminated on the 5th anniversary thereof (July 31, 2013). The renewal term commenced on the 1st day of August, 2013, and shall terminate on the 5th anniversary thereof (July 31, 2018). Thereafter, this Agreement shall automatically renew for succeeding one-year periods unless sooner terminated by either party at any time during the term of the Agreement upon not less than ninety (90) days, prior written notice to the other party, or as otherwise provided elsewhere in this Agreement.

4.5 This Section 4.5 is hereby deleted in its entirety and shall be given no effect.

New Section 4.5 shall be added:

4.5 This Agreement may be terminated by VU upon sixty (60) days' prior written notice to Bank in the event: (i) VU receives excessive complaints from students regarding their WILDCARD Bank Accounts and Bank and VU are not able to reach an agreement as to how to resolve such complaints; or (ii) VU determines, based on its reasonable due diligence, that the fees imposed by Bank on WILDCARD Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by VU is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

4. **Mutual Confidentiality and Disclosure of Information.** Section 5.1 is hereby amended to include the following additional language:

Notwithstanding the foregoing, the terms of this Agreement may be disclosed if required by any applicable laws or regulations.

5. **Indemnification.** Notwithstanding anything to the contrary in the Agreement, Section 8 is hereby amended to include the following additional language in section 8.1 and 8.2:

8.1 Bank will exercise reasonable care in providing electronic funds transfer services and other services to WILDCARD 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 VU 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 WILDCARD 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 WILDCARDS, WILDCARD 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.

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

7. **Compliance with Laws.** Notwithstanding anything to the contrary in the Agreement, Section 10 is hereby amended to include the following additional language:

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. Bank hereby represents and warrants that it will maintain compliance with the Electronic Funds Transfer Act, 15 U.S.C. § 1693 et seq, and its accompanying regulations, Regulation E, 12 C.F.R. 1005.1, et seq. as applicable to this Agreement. For purposes of this Agreement, VU will be considered the "issuer" of the WILDCARD used as the VU ID card, except to the extent the WILDCARD is used to perform electronic funds transfers to or from any WILDCARD Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to VU or any WILDCARD holder for any liability arising from VU's "issuer" responsibilities, and VU will not be responsible to Bank or any WILDCARD holder for any liability arising from Bank's "issuer" responsibilities. Bank will be considered the "issuer" of the WILDCARD as it pertains to electronic funds transfers to or from any WILDCARD Bank Account and to the performance of any other financial transactions involving a WILDCARD Bank Account. Bank will be responsible to the WILDCARD holder for any unauthorized or erroneous transaction involving the WILDCARD Bank Account to the extent provided for under federal Regulation E to the extent applicable. VU will not be responsible to Bank or to any WILDCARD holder for any liability arising from Bank's issuer responsibilities or for losses to any WILDCARD Bank Account; provided however, that nothing herein will exonerate VU from any unauthorized or erroneous transactions or losses involving a WILDCARD Bank Account caused by VU. In connection with the deposit of student loan disbursements and other student financial aid or other VU disbursements into the WILDCARD Bank Accounts, if any, VU will comply with all applicable laws and regulations.

Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a WILDCARD be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the WILDCARD's capability for processing transactions through the WILDCARD Bank Account. Bank shall provide WILDCARD holders, without cost to UV, a toll-free phone number for the purposes of notifying the Bank of lost and stolen WILDCARDS. 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 WILDCARD 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 Pennsylvania.

7. **Taxes.** Notwithstanding anything to the contrary in the Agreement, Section 11.7 is hereby amended to include the following additional language:

VU is a non-profit tax-exempt organization, and will provide proof of tax-exempt status upon request.

8. **Mandatory Arbitration.** Section 11.9 is hereby deleted in its entirety and shall be given no effect.

9. **Examinations and Audit.** New Section 12 is hereby added as follows:

12. **Examinations and Audit.**

Except to the extent applicable law prohibits such, all records maintained by VU pertaining to Bank and its WILDCARD Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. Except to the extent applicable law prohibits such, VU will provide Bank or its duly authorized representatives with reasonable access to VU's records for the purpose of enabling Bank to confirm VU's compliance with the terms of this Agreement. For the avoidance of doubt, Bank or its duly authorized representatives will not be granted access to student education records. All such records may be audited by Bank or its designated representative(s) at any time during VU's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide VU or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling VU to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the VU or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 12, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 6.

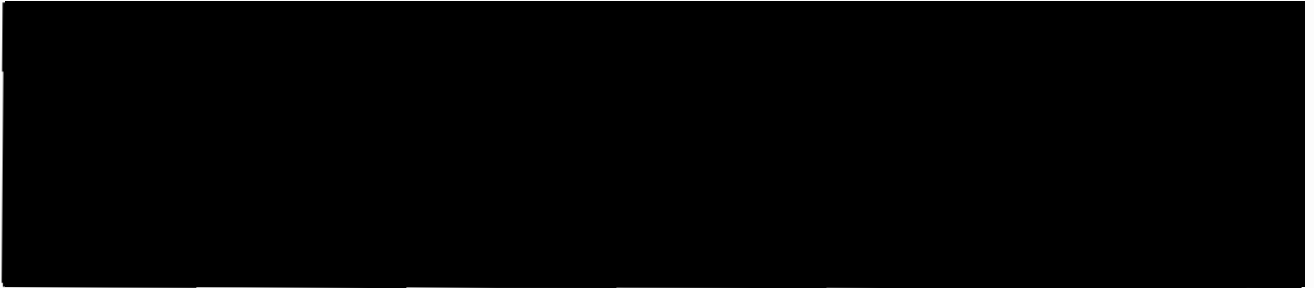
10. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

11. 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.
12. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

VILLANOVA UNIVERSITY

WELLS FARGO BANK, N.A.



**FOURTH AMENDMENT TO
VILLANOVA UNIVERSITY/WELLS FARGO BANK, N.A.
COLLEGIATE CAMPUS CARD AGREEMENT
(PID # 503999)**

This Fourth Amendment to Villanova University /Wells Fargo Bank, N.A. Collegiate Campus Card Agreement (herein the "Amendment") is dated as of this 13th day of June, 2017 by and between Villanova University (herein "VU") and Wells Fargo Bank, National Association as successor in interest to Wachovia Bank, National Association (herein "Bank").

WHEREAS, VU and Bank entered into that certain Collegiate Campus Card Agreement dated August 1, 2008, as may have been amended from time to time (the "Agreement").

WHEREAS, VU 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, VU 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. Term and Termination. Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 4.1 The parties agree that the initial term of this Agreement commenced on the 1st day of August, 2008, and terminated on the 5th anniversary thereof (July 31, 2013). The renewal term commenced on the 1st day of August, 2013 and shall terminate on July 31, 2021. Thereafter, this Agreement shall automatically renew for succeeding one-year periods unless sooner terminated by either party at any time during the term of the Agreement upon not less than ninety (90) days prior written notice to the other party, or as otherwise provided elsewhere in 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, VU and Bank have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

VILLANOVA UNIVERSITY

WELLS FARGO BANK, N.A.

