AFFINITY DEBIT CARD AGREEMENT

THIS AGREEMENT (herein “Agreement”) is made and entered into effective as of June 1, 2018 (“Effective Date”) by and between the University of North Carolina at Chapel Hill (herein “University”), Tar Heel Sports Marketing, LLC d/b/a Tar Heel Sports Properties, a Missouri-based limited liability company qualified to do business in North Carolina (“THSP”), and Learfield Communications, LLC, a Delaware-based limited liability company qualified to do business in North Carolina (“Learfield”) (THSP and Learfield collectively, “Company”) and Wells Fargo Bank, National Association (herein “Bank”). The University, Company and the Bank are sometimes referred to herein. Individually, as a “Party” and collectively as the “Parties.”

WHEREAS, University desires Bank to provide checking account, ATM, PIN-based and Visa debit transaction services, and deposit transfer services among other banking and financial services to all enrolled students in good standing and to all faculty and staff (collectively, the “Eligible University Community Members”) in association with and accessed through an access card (“Affinity Debit Card”), all as more particularly described herein; and

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

WHEREAS, the following definitions apply throughout this Agreement:
- “Affinity Debit Card” means a Bank-issued debit card that is co-branded with University Marks and that is linked to a Bank checking account within Bank’s system for the purpose of ATM, PIN-based (online) and Visa-based (offline) transactions and has been activated by the Eligible University Community Member.
- “Affinity Debit Card Bank Account” means a Bank checking account which has an Affinity Debit Card linked to it within Bank’s system.

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

1. Term and Options to Extend. The Term of this Agreement shall commence on June 1, 2018 and shall terminate on May 31, 2026 (the “Termination Date”), unless otherwise terminated as provided in Section 24 (the “Term”) or unless both parties elect to renew the Agreement for up to three (3) additional one-year periods. University agrees to give Bank notice by April 1, 2026, that it desires to extend the Term and upon mutual agreement evidenced in writing signed by all of the Parties on or before May 31, 2026, the Term shall be extended for a one (1) year period. Provided the Term has been extended for the first renewal period, this extension procedure shall likewise be applicable with respect to the two additional one-year periods, with University providing notice to Bank by April 1 of such year and a signed extension agreement required to be
signed by all parties on or before the final day of the then-current Term. Notwithstanding the foregoing or anything to the contrary in Section 24, upon the final effectiveness of any termination of the Sponsorship Agreement or ATM Agreement, then either Party shall have the right to terminate this Agreement by providing written notice to the other within thirty (30) calendar days of such Qualifying Termination.

2. Grant to Use University Name and Marks. University hereby grants Bank during the Term an exclusive, non-assignable, and revocable (only as set forth herein) 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 Affinity Debit Card program. Bank shall have the exclusive right during the Term to use University Marks to market a third party debit card bearing the University’s Marks, and University shall not grant such right during the Term to any other third party financial institution. For the avoidance of doubt, the University has provided a license to the University of North Carolina at Chapel Hill General Alumni Association ("GAA"), a separate legal entity, to use University Marks, and Bank understands and accepts that GAA has an existing arrangement to market a payment card displaying University Marks. In addition, the University’s own student, faculty, and staff identification card (the "OneCard") may be linked to internal University financial accounts, and the University’s Purchasing Cards shall have the University’s logos on them. The University Marks shall appear on the Affinity Debit Card, which will be issued by Bank. All applications of the University Marks by 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 from the University’s Director of Trademarks and Licensing. Bank shall deliver all Affinity Debit Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to University prior to publication for University’s prior written consent which consent shall not be unreasonably withheld or unduly delayed. University also grants Bank authority to use published Affinity Debit Card marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials. Such examples will only be used if material has been previously authorized by the University for use 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 acknowledge 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, this License shall terminate, and, to the extent and in the manner permitted by applicable law, the University agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks. To the extent and in the manner permitted by applicable law, University further agrees to indemnify Bank against all liabilities Bank incurs to third parties claiming that Bank's use of University Marks infringe such third parties' intellectual property rights (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities (including attorney fees if awarded by a court of competent jurisdiction), arising from Bank's use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

3. Grant to Use Bank Name and Marks. Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit "B" of this Agreement (collectively, the "Bank Marks") on all promotional and informational materials prepared by University in connection with the Affinity Debit Card under this Agreement. The Bank Marks shall appear on the Affinity Debit Card, which will be issued by Bank. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered in connection with the Affinity Debit Card program shall be of a nature and quality commensurate with the nature and quality of the University's card program. University shall deliver all Affinity Debit Card designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

University acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder to use the Bank Marks does not confer upon University any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, University's limited right to use of the Bank Marks for any purpose is solely by
reason of this Agreement, and upon expiration or termination of this Agreement for any reason, University will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on Affinity Debit Cards issued after the effective date of such expiration or termination.

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a 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 acknowledge 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, this License shall terminate, and Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University’s reasonable costs of defending against such liabilities (including attorney fees), arising from University’s use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

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

a. Initial Royalty Payment.
Bank will pay $200,000 within sixty (60) days of the Effective Date, which will constitute the initial royalty payment for the Affinity Debit Card only. This initial royalty payment represents the value associated with activation of University Marks with additional campus messaging for year 1 of the agreement.

b. Account Royalty Payment.
Bank will pay University for each eligible Affinity Debit Card Bank Account linked to the Affinity Debit Card and for each eligible Wells Fargo checking account linked to a previously-issued UNC One Card Plus, that was issued for the purpose of ATM/PIN-based debit, signature, and online functionality and that is owned by an Eligible University Community Member.

The number of University Affinity Debit Card Bank Accounts and other eligible Wells Fargo Checking accounts, for purposes of the Account Royalty computation, will be determined by Bank based upon the number of eligible Affinity Debit Card Bank Accounts
and other eligible Wells Fargo checking accounts that have a linked Affinity Debit Card or a linked UNC One Card Plus. Bank will use discrete product and customer identification and will only pay University for one linked Affinity Debit Card Bank Account, UNC One Card Plus or eligible linked Wells Fargo checking account per Eligible University Community Member. To be considered for payment, the Affinity Debit Card Bank Accounts, UNC One Card Plus, and other eligible Wells Fargo Checking 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 using University-provided data of total “Enrolled Students.” The total number of Enrolled Students will represent the total student enrollment number for the academic school year as of December of each year of the term.

The annual account royalty payment shall be based on the number of eligible Affinity Debit Card Bank Accounts and eligible Wells Fargo Checking accounts linked to Affinity Debit Cards or to UNC One Cards Plus as a percentage of total Enrolled Students for the academic school year. Eligible checking accounts linked to an Affinity Debit Card or to a UNC One Card Plus held by faculty and staff will be included in the numerator of the percentage calculation, but not the denominator. Accordingly, faculty and staff are not included in total Enrolled Student figure.

Using the foregoing formula, and in anticipation that the account linkage will remain consistent with prior years' performance, the annual account royalty payment will be in the amount of $350,000.00. If, however, number of eligible Affinity Debit Card Bank Accounts and eligible Wells Fargo checking accounts linked to Affinity Debit Cards or to UNC One Card Plus as a percentage of total student enrollment for the academic school year drops below 20.00%, the royalty payment will be reduced to $150,000.00 for that year.

Payments described in this Section 4 shall be made to Company at the address indicated herein for receipt of notices pursuant to Section 29. University may update the party and address to which Bank shall make payments under this Agreement at any time through written notice to Bank.

c. Royalty Payment Timeframes. The initial payment to Company of $200,000.00 will be within sixty (60) days of the Effective Date. The annual royalty payment schedule will maintain the existing schedule established during the prior Agreement term. Accordingly, payment information is expected as follows:

* Annual account royalty payments, based on number of linked Affinity Debit Card Bank Accounts, UNC One Card Plus and other eligible linked Wells Fargo Checking accounts, will be calculated from the total number of Enrolled Students received from the University by the last week of December.
• The account royalty payment will be calculated annually in January to ensure accurate payment has been made to University.

• The annual account royalty payment will be due to University by the last day of February, or within sixty (60) days of the receipt of the total enrollment count, whichever comes first.

• Subject to the Parties’ legal rights and remedies in the event of a breach of this Agreement, in the event the Agreement terminates with less than a 12-month period for calculation purposes, the final annual account royalty payment will be prorated accordingly.

Accordingly, the term of the agreement begins June 1, 2018, and the initial royalty payment will be paid in August 2018. The first account royalty payment based on participation would be calculated in January 2019, and the account royalty payment would be made by February 2019.

5. Affinity Debit Card Bank Account. During the Term, Bank will provide in accordance with this Section 5 a checking account with a linked Affinity Debit Card for Eligible University Community Members who have requested such an account and who meet Bank's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of $25.00 by the account holder. Nothing herein prohibits Bank from closing any Affinity Debit Card Bank Account in accordance with standard deposit account procedures. A “linked” checking account is defined as an Affinity Debit Card Bank Account that has an Affinity Debit Card linked to it within the Bank’s system, for the purpose of ATM and PIN-based signature and online debit purchase functionality. Eligible University Community Members shall have access to Bank products and services as described in Exhibit “D.”

a. Some Eligible University Community Members may not be eligible for the Affinity Debit Card Bank Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank policy.

b. Only one checking account per Affinity Debit Card holder shall be considered to be an Affinity Debit Card Bank Account.

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

d. The Affinity Debit Card Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts
of Bank’s other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.

e. 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 Affinity Debit Card and the Affinity Debit Card holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of University to provide any required approval. The website shall provide information as mutually agreed by University and Bank, which may include the following features:

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

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

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

iv. Information about and links to other Bank related products and services, including information regarding all fees applicable to such products and services.

f. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the Affinity Debit Card Bank Accounts that it makes generally to its non-Affinity Debit Card Bank Accounts. Bank must conspicuously make available all fees for any Affinity Debit Card Bank Account, and such fees shall be consistent with or below prevailing market rates, as required by 34 C.F.R. § 668.164.

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

Bank has the right to refuse to open an Affinity Debit Card Bank Account for any reason, except that Bank may not refuse to open accounts for the purpose of ensuring that the number of eligible Affinity Debit Card Bank Accounts and eligible Wells Fargo checking accounts linked to Affinity Debit Cards or to UNC One Card Plus as a percentage of total student enrollment for the academic school year drops below 20.00%. Bank personnel shall provide support for the implementation of the financial services associated with the Affinity Debit Card program, including the opening of checking accounts for Eligible University Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support Affinity Debit Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

7. Affinity Debit Card Design and Specifications. The Affinity Debit Card that can be linked to an Affinity Debit Card Bank Account shall conform to the following specifications. The front side of the Affinity Debit Card will include the University Mark and design mutually selected by the parties. The Affinity Debit Card will also include the Bank Mark and any additional information deemed necessary by Bank to ensure functionality and compliance with applicable law and network rules. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the Affinity Debit Card shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Bank approval. Bank reserves the right to change card specifications from time to time based on new technology and in accordance with Bank’s policies and procedures.

8. Issuance of Affinity Debit Cards. Bank and University will work together through mutually agreed upon communication methods, in a manner consistent with historical best practices to support account acquisition efforts of Bank, including, but not limited to, access to mailings to new students, and shall be consistent with and substantively equivalent to the measures previously taken by the parties for the purposes of educating Eligible University Community Members about the Affinity Debit Card program. Bank and University shall take such other measures as are reasonably calculated and necessary to educate Eligible University Community Members about and facilitate the issuance of the Affinity Debit Card to all Eligible University Community Members.

Eligible University Community Members can open a Bank checking account through a Bank representative on campus during the enrollment period or visit the local Bank branch. If an Affinity Debit Card Bank Account holder orders an Affinity Debit Card, it will be sent by Bank directly to the Affinity Debit Card Bank Account holder via U.S. mail 7-10 business days from when the Affinity Debit Card is ordered. After the cardholder activates the Affinity Debit Card, it will be
available for use at ATMs and for purchases. Notwithstanding the foregoing, and subject to availability, the Bank may also provide additional methods to issue cards, either temporary or permanent.

9. Affinity Debit Card Costs. Bank will pay for the cost of the Affinity Debit Card issued to Eligible University Community Members during the Term of the Agreement.

10. Post-conversion Changes to the Affinity Debit Card. University reserves the right to make alterations within a mutually agreed upon time to the University Marks included on the Affinity Debit Card. If University requests that cards are re-issued to conform with such alterations, University shall 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 Affinity Debit Card program and will notify Bank of proposed alterations within a reasonable time prior to the required implementation date.

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

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

12. Persons No Longer Eligible University Community Members. Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the Affinity Debit Card, University shall not be required to collect the Affinity Debit Card; nor shall the Affinity Debit Card holder be required to forfeit the Affinity Debit Card. Bank may or may not discontinue the services of the Affinity Debit Card Bank Account of any individual no longer qualifying as an Eligible University Community Member.

13. Disposition of Cards upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding Affinity Debit Cards actively serving as an access device to an Affinity Debit Card Bank Account and displaying the Bank Marks shall not be replaced by University or required to be forfeited by the Affinity Debit Card Bank Account holder. Further,
upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as Affinity Debit Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Affinity Debit Cards to alternative Bank access devices. The Parties shall cooperate with each other in the transition of operations to any successor to the Affinity Debit Card 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. Information concerning individual account holders is considered by Bank to be confidential financial information. In accordance with Bank policy, such data will not be provided to any successor to the Affinity Debit Card program.

14. ISO Number Ownership. At all times, Bank shall be deemed to own the ISO numbers associated with the Affinity Debit Cards issued pursuant to this Agreement. The ISO number will not be transferred to the University upon expiration or termination of 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 Affinity Debit Card as a result of this Agreement.

16. Compliance with Applicable Law and Regulations. The Parties 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, regulations, and standards related to the protection and security of any personal information gathered by the Bank, such as the Gramm-Leach-Bliley Act and the Payment Card Industry Data Security Standards. For purposes of this Agreement, Bank will be considered the “issuer” of the Affinity Debit Card as it pertains to electronic funds transfers to or from any Affinity Debit Card Bank Account and to the performance of any other financial transactions involving an Affinity Debit Card Bank Account. Bank will be responsible to the Affinity Debit Card holder for any unauthorized or erroneous transaction involving the Affinity Debit Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. University will not be responsible to Bank or to any Affinity Debit Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any Affinity Debit Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving an Affinity Debit Card Bank Account caused by University, to the extent such liability is permitted by applicable law. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the Affinity Debit Card Bank Accounts, if any, University will comply with all applicable laws and regulations. Bank agrees to monitor the Affinity Debit Card program for compliance with federal and state banking laws and regulations, including Regulation E, and notify the University in writing of changes in the program required to maintain compliance.
17. Promotion. University shall fully cooperate with Bank’s various efforts to promote the Affinity Debit Card program. 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 provide access to Bank to educate Eligible University Community Members through various communication channels available to University about the various Bank products and services available to the University community. University will provide Bank with the opportunity to provide information about the Bank financial services associated with the Affinity Debit Card program to existing University students and new incoming University students through various mutually agreed upon communications methods, which may include, but are not limited to, letters, flyers and inserts in mailings to new students to be mutually agreed upon at Bank’s sole cost. University agrees that such materials will include both the Bank Marks and University Marks. University will provide Bank with the opportunity to include inserts funded by Bank in University mailings to existing University students and new incoming University students; all such mailings shall be mutually agreed on and, where appropriate, approved by the applicable University department and Bank. In addition, University will provide Wells Fargo the opportunity to educate parents/guardians and students on campus during the orientation process about the existence of the Affinity Debit Card program and associated Bank financial services. 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 its expansion of financial services related to the Affinity Debit Card program, including but not limited to any of the efforts described above and “tabling” on campus. Access to the promotional efforts contemplated in this Section 17 and the University’s facilitation of same are provided to Bank consistent with the parties’ historical practices, including, but not limited to, access to on-campus tabling without the added expense of space rental or event registration or other similar fees. If such promotional efforts expand beyond historical practices, Bank may be subject to additional facilities fees or other expenses on campus.

Marketing and Promotional Budget. Bank will provide the marketing services function for marketing and promotion of the Affinity Debit Card program. Bank estimates that its annual marketing budget for the promotion of the Affinity Debit Card Campus Card project will be approximately $10,000.00 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 Affinity Debit Card program.

18. 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 and the insurance requirements in that Branch/ATM agreement with University executed on or around the same date as this Agreement. Bank shall also obtain and keep in force workers’ compensation insurance to the extent required by law and furnish proof of such to University upon request. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be
provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Except for Professional Liability, Financial Institution Bond, and Workers’ Compensation insurance policies, Bank will name and maintain for the duration of the Term University and Company as additional named insureds under the foregoing policies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

University represents and warrants that at all times during the Term, the nature and extent of the University’s insurance coverage shall be as described on the attached Certificate of Coverage from the North Carolina Department of Insurance, Risk Management Division.

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

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

Bank does not undertake to ensure that Affinity Debit Card holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with Affinity Debit Cards, Affinity Debit Card holders’ account numbers or personal identification, or otherwise (herein “Electronic Means”). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank’s reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

Bank shall be responsible for and shall indemnify and hold harmless each of the University and the Company, and their respective officers, agents, employees from and against any and all loss, claims, damages, liabilities, judgments, penalties, fines and costs of any and all legal action including attorneys’ fees asserted by third parties and arising out of the negligence or willful misconduct of Bank or its agents or contractors or out of the failure of Bank to perform its obligations under this Agreement. To the extent and in the manner permitted by applicable law including without limitation the North Carolina Tort Claims Act, the University shall be responsible for and shall indemnify and hold harmless Bank its officers, agents, employees from and against any and all loss, claims, damages, liabilities, judgments, penalties, fines and costs of
any and all legal action including attorneys' fees asserted by third parties and arising out of the negligence or willful misconduct of University or its agents or contractors or out of the failure of University to perform its obligations under this Agreement.

IN NO EVENT SHALL ANY 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 Trustees, 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 and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Affinity Debit Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University’s records for the purpose of enabling Bank to confirm University’s compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University’s regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide University, the North Carolina State Auditor, or their duly authorized representatives with reasonable access to Bank’s persons and 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, the North Carolina State Auditor, or their designated representative(s) at any time during Bank’s regular working hours upon reasonable notice. Each Party may require persons obtaining access to its records under this Section 22, as a condition to obtaining access and to the

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Wells Fargo 13 Rev. # 04152016
extent permitted by applicable law, to execute written confidentiality agreements setting forth the matters as addressed in Section 24.

22. Exclusivity. During the Term, 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. For purposes of this Agreement, the University itself is not considered a “financial institution.” Nothing herein shall prevent Affinity Debit Card holders from using Affinity Debit Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, University will give Bank exclusive access to market Affinity Debit Card program and non-exclusive access to market all eligible financial services offered by the Bank 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 Affinity Debit Card Bank Account application data and Affinity Debit Card Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled “Confidential Information” or otherwise identified as “Confidential Information” in writing contemporaneous with furnishing such Confidential Information to the other party.

b. Each party agrees not to use the Confidential Information compiled or provided by and belonging to the other party for any purposes not expressly authorized in this Agreement or subsequently authorized by the other party in writing.

c. Except to the extent required by law, including the North Carolina Public Records Act, or by legal process, each party will keep the Confidential Information of the other party confidential and 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 and the customer, 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 University customer 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 Affinity Debit Card holders and who have Affinity Debit Card Bank Accounts, are Bank’s Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list prepared in connection with or based on Eligible University Community Members’ enrollment in the Affinity Debit Card program or use of the Affinity Debit Card 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.

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 and University shall be permitted and shall retain the other party’s Confidential Information for so long as 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.

24. Termination.

a. This Agreement may be terminated by one 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. A material breach includes any action by the Defaulting Party that, in the sole reasonable discretion of the Non-Defaulting Party, may cause material reputational harm to the reputation of University through the Defaulting Party’s continued use of the Non-Defaulting Party’s Marks. 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 90 days from the material breach.

b. This Agreement may be terminated by one Party (“Solvent Party”) without notice to the other party (“Insolvent 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 Insolvent 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 Insolvent Party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the Insolvent 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 Affinity Debit Card program has or threatens to have a material adverse financial impact on Bank or University due to a change in applicable law, regulation, rule or policy applicable to Bank or University or the use of one or more of the Affinity Debit Cards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the Affinity Debit Card(s); or (ii) Bank or University is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the Affinity Debit Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.

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

e. In the event University terminates the Agreement prior to Termination Date for any reason other than those stated in subsections a, b, c, or d, or if Bank terminates pursuant to subsection a or b of this Section 24, University shall repay to Bank a percentage of the Initial Royalty Payment described in Section 4.a. of this Agreement. The percentage to be repaid by University shall be calculated as follows:

<table>
<thead>
<tr>
<th>Agreement Terminated:</th>
<th>Percentage of Initial Royalty Payment to be Repaid</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the first year of the Term</td>
<td>100%</td>
</tr>
<tr>
<td>During the second year of the Term</td>
<td>75%</td>
</tr>
<tr>
<td>During the third year of the Term</td>
<td>50%</td>
</tr>
<tr>
<td>During the fourth year of the Term</td>
<td>33%</td>
</tr>
<tr>
<td>During any year of the Term after the fourth year</td>
<td>0%</td>
</tr>
</tbody>
</table>

25. Assignment. This Agreement may not be assigned by a 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 any other Party unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, University acknowledges that certain Affinity Debit Card products and services to be provided by Bank may be supplied by or through Bank’s parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

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:
Mike Golden
Region President
Wells Fargo Bank
150 Fayetteville St
7th Floor, Suite 700
Raleigh, NC 27601

If to University:
Melinda Bakken
Director of Campus Card Services
University of NC Chapel Hill
UNC One Card Office
CB#1530, 207 South Rd
Chapel Hill, NC 27599

With copy to:
Office of University Counsel
222 E. Cameron Blvd.
110 Bynum Hall, Campus Box 9105
Chapel Hill, NC 27599-9105

If to Company:
Learfield Communications, LLC
c/o Tar Heel Sports Properties
2400 Dallas Parkway, Suite 500
Plano, TX 75024

28. Amendments and Waiver. This Agreement may be amended only in writing signed by the Parties. In the event of a default by any 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 North Carolina shall govern this Agreement. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible University Community Member regarding an Affinity Debit Card 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. Taxpayer Identification Number. Company shall provide Bank with a duly dated and executed certification of taxpayer identification number in the form attached as Exhibit C.

34. Information System General Security. Except as expressly provided herein, the Parties agree that the University shall have no access to any computer system owned, controlled, or used by Bank or which is used to store any Bank's software or data.

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

Bank hereby grants to University a worldwide, non-exclusive right and license to establish a normal (href) text based link on www.unc.edu to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not “frame” the Bank web pages inside the University web site. Bank also hereby grants to University a non-exclusive right and license to use the WELLS FARGO “red box” logo ("the Bank Logo") on the University Internet web site located at www.unc.edu for the exclusive purpose of linking from www.unc.edu to www.wellsfargo.com. University agrees that nothing herein shall give to it any right, title or interest in the Bank Logo (except the right to use the Bank Logo in accordance with the terms of this Agreement), that the Bank 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 Bank Logo if the content or structure of the University web pages and/or web site on which the Bank Logo is located changes unless within ten (10) calendar days after receiving written notice of termination from Bank, University removes the materials deemed objectionable by the Bank or that Bank reasonably determines may cause harm to Bank Marks 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 Bank 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 Bank Logo on that web page within ten (10) calendar days of receiving notice.

University agrees that it will not use any Bank Logo design except the camera-ready or downloadable Bank 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 Bank Logo on the University web site. University agrees that any University web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to “Wells Fargo Bank, N.A., Member FDIC.” University shall deliver all University web pages managed by University Auxiliary Services that reference Bank and/or contain the Bank Logo to Bank prior to publication for Bank’s consent.

This license to use Bank Logo shall be royalty-free. This license to use Bank 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 Bank 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. Title IV Representation and Warranty. University and Bank represent and warrant that no student is required to open or obtain a financial account pursuant to this Agreement, that the University does not automatically open accounts on behalf of any student, nor does the University assist with the opening of Bank bank accounts for any student, and that neither party is providing biased or misleading information to students about terms, conditions, or fees of accounts available to students. Further, the Affinity Debit Card program is not being established for the specific purpose of University’s disbursement of Title IV funds and Affinity Debit Card Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

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

WELLS FARGO BANK, NATIONAL ASSOCIATION

Signature: Michael L. Golden
Name: Michael L. Golden
Title: Executive Vice President/Regional President
Date: 11/2/18

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Signature: Jonathan Pruitt
Name: Jonathan Pruitt
Title: Vice Chancellor for Finance and Operations
Date: 10-31-18
EXHIBIT A

UNIVERSITY MARKS

Logos:

(Interlocking NC Mark)

(The University of North Carolina at Chapel Hill)

Verbiage:

- University of North Carolina ®
- North Carolina ®
- Carolina ™
- UNC ®
- Tar Heels ®
- Tar Heel ™
- Heels ™
- Carolina Tar Heels ®
- North Carolina Tar Heels ™
- Old Well ™
- Carolina Blue ™
EXHIBIT B

BANK MARKS

- Black box with white letters
- Red box with gold letters
- Red box with shading
- White box with black letters
EXHIBIT C
UNIVERSITY AND COMPANY TAXPAYER IDENTIFICATION NUMBERS

University Taxpayer ID/EIN # 56-6001393

Learfield Taxpayer ID # 90-0776492
EXHIBIT D

Everyday Checking Account | Wells Fargo
https://www.wellsfargo.com/checking/everyday/

- **Wells Fargo Everyday Checking account**
  - Flexibility to choose how to avoid the monthly service fee
  - Linked to a Wells Fargo Campus Affinity Debit Card or a Platinum Debit Card for Eligible University Community members for convenient banking access

- **Monthly service fee**
  $10 monthly service fee on your Everyday Checking account waived with one of these each fee period:
  - 10 or more posted debit card purchases/payments1 OR
  - Qualifying direct deposits2 totaling $500 or more, OR
  - $1,500 minimum daily balance, OR
  - A linked Wells Fargo Campus ATM or Campus Debit Card (for college students)

Note: $5 discount on the monthly service fee when the primary account owner is 17 – 24 years.

- **Minimum opening deposit**
  Open with a $25 initial deposit.

- **Visit Everyday Checking Account | Wells Fargo** to learn about other accounts and services that can help build savings and also offer optional overdraft protection

- **Enjoy banking convenience with Wells Fargo 24 hours a day:**
  - Access to Wells Fargo Online Banking® with Bill Pay
  - Access to Wells Fargo Mobile® Banking
  - Account alerts to your mobile phone or email
  - Access to more than 13,000 Wells Fargo ATMs and approximately 5800 branches

Please visit the Consumer Account Fee and Information Schedule and Consumer Account Agreement for additional account information

The information included in this Exhibit D is current as of June 15, 2018, and is subject to change.

1. 10 or more posted debit card purchases/payments each fee period.
   - Included: Debit card purchases include PIN, Signature, Online and Phone purchases that post during the fee period. Debit card payments include one-time and recurring payments of bills made with your debit card that post during the fee period.
Not Included: Any transaction at an ATM (Wells Fargo or non-Wells Fargo) and ACH (Automated Clearing House) transactions

Debit card purchases and payments must post during the fee period to be counted toward the total of 10 or more. The dates of your fee period are located in the “Monthly service fee summary” section of your statement. Transactions received after the applicable cut-off time or on a non-business day (Saturday, Sunday and federal holidays) are posted on the next business day.

2. A qualifying direct deposit is a direct deposit of your salary, pension, Social Security, or other regular monthly income electronically deposited to this checking account by your employer or an outside agency. Transfers from one account to another, or deposits made at a banking location or ATM, do not qualify as a direct deposit.