THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND TRUIST BANK

ITN 6222-6
Banking Services for FSU Students, Faculty, & Staff

THIS CONTRACT (“Contract”) is made as of the Effective Date by and between Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of Florida State University, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter “FSU”) and Truiest Bank (hereinafter “Contractor”), authorized to do business in the State of Florida, whose address is 214 N. Tryon St., Charlotte, NC 28202. Any addenda underlying this Contract are attached hereto and are incorporated in their entirety by reference herein.

Recitals:

WHEREAS, FSU and Truiest seek to enter into this Contract for the banking services for FSU students, faculty, and staff by Truiest to FSU on the terms and conditions set forth herein and subject to the terms of this Contract, and to the extent they do not conflict with this Contract, ITN 6222-6 requirements, Truiest’s Proposal and final BAFO herein incorporated by reference; and,

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSU and Truiest agree as follows:

1. **Effective Date, Term and Renewal.** The Contract shall be effective on the date signed by both FSU and Contractor (the “Effective Date”). The contract’s initial term is upon signing of contract through June 30, 2026, unless terminated earlier as provided in this contract. In no event is this contract binding on FSU unless FSU’s authorized representative has signed it. FSU may renew this contract under its then-existing terms and conditions for up to three (3) one (1)-year periods. Any and all renewals must be executed in advance by written instrument agreed to by both parties.

2. **Scope of Services.** Truiest shall be responsible for providing services as outlined in Attachment A – Scope of Services.

3. **Compensation.** In consideration of the timely and satisfactory performance of services in accordance with this Contract, Truiest agrees to pay FSU as listed in Attachment B – Financial Contributions.

   (a) **Fees.** Truiest will charge fees listed in Attachment C – Student Checking Account Fee Schedule.

   (b) **Invoicing and Payment.** FSU will invoice Truiest upon final delivery of services. The invoice shall include all applicable and appropriate remittance information.

   (c) **Payment Terms & Interest.** Contractor will pay FSU within forty (40) days of receipt of the invoice, goods received, or services performed, whichever is later. The Parties agree that in accordance with Section 215.422, Florida Statutes, Contractor shall pay FSU, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar ($1) will not be enforced unless FSU requests payment. To obtain the applicable interest rate, please contact the University Controller’s Payables and Disbursements Section at (850) 644-5021.

4. **Termination of Contract.** This Contract may be terminated: 1) by mutual consent of FSU and Contractor; or 2) upon sixty (60) days’ written notice by either FSU or Contractor with or without cause; or 3) unilaterally by FSU for cause, including without limitation, Contractor’s refusal to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.
5. **Contract Managers.** The Contract Managers for FSU and Contractor shall be:

<table>
<thead>
<tr>
<th>For FSU:</th>
<th>For Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherrell K. Cork</td>
<td>Rihan Jamil</td>
</tr>
<tr>
<td>Associate Director</td>
<td>Senior Vice President,</td>
</tr>
<tr>
<td>Office of Business Services</td>
<td>Professional and University Banking Program Leader</td>
</tr>
<tr>
<td>Florida State University</td>
<td>Truist</td>
</tr>
<tr>
<td>Telephone: (850) 644-7521</td>
<td>Telephone: (704) 367-3804</td>
</tr>
<tr>
<td>Email: <a href="mailto:SkCork@fsu.edu">SkCork@fsu.edu</a></td>
<td>Email: <a href="mailto:rihan.jamil@truist.com">rihan.jamil@truist.com</a></td>
</tr>
</tbody>
</table>

6. **Coordination with Contract Manager.** Contractor shall coordinate with and assist FSU’s Contract Manager in the performance of the latter’s responsibilities, which include without limitation:

(a) Monitoring the activities of Contractor.

(b) Receiving and reviewing the reports of Contractor to determine whether the objectives of the Contract are being accomplished.

(c) Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate.

(d) Evaluating the process used by Contractor to monitor the activities of any subcontractor or assignee, if any.

(e) Establishing the right for the Contract Manager to directly access subcontractors and assignees, if any, as the Contract Manager deems necessary.

7. **Notice.** Notice pursuant to this Contract shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business by the Contract Manager for the recipient party at the address set forth above, with a copy thereof furnished by email to the recipient’s email address set forth above.

8. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by FSU’s designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with FSU a petition for administrative hearing. FSU’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor’s ability to pursue any other form of dispute resolution; provided, however, that the parties may employ alternative dispute resolution procedures. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate court in Leon County, Florida; in any such action, Florida law shall apply. Each party shall be liable for its own costs and fees, including attorney’s fees.

9. **Insurance.** Contractor and Contractor’s subcontractors shall have and maintain types and amounts of insurance that at a minimum cover their exposure in performing this Contract. FSU is self-insured, and will provide its Certificate of Insurance upon request; FSU is not required to obtain additional insurance for this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under this Contract. All insurance policies shall be through insurers authorized to be eligible to write policies in Florida. Contractor shall comply with specific FSU insurance provisions as prescribed at [http://procurement.fsu.edu/InsuranceProvisions](http://procurement.fsu.edu/InsuranceProvisions) unless stipulated otherwise within the PO or Contract.

10. **Indemnification.** Contractor agrees to indemnify and hold free and harmless, and defend the University, the Florida State University Board of Trustees, Florida State University Officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from bodily injury or property damage or any infringement of third party intellectual property rights caused by Contractor or its officers, employees, agents and contractors, in connection with this Contract. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any profits,
11. Financial Consequences for Non-Performance. FSU reserves the right to withhold payment or implement other appropriate remedies when the Contractor has failed to perform/comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

12. Copyright, Patents and Royalties. The Contractor, without exception, shall indemnify and save harmless FSU and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by FSU. If the Contractor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Contract pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Contractor also shall indemnify and hold harmless FSU and the FSU Board of Trustees and FSU’s officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against FSU by any person or persons whomsoever on account of FSU’s use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

13. Public Records Access. FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, that are public records, unless the reports are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.


To the extent that Contractor meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

(d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.

15. Equal Opportunity. Florida State University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and
prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

16. **E-Verify.** Pursuant to §448.095, Fla. Stat., Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of its contract with FSU. This Section serves as notice to Contractor regarding the requirements of §448.095, Fla. Stat., and FSU’s obligation to terminate the Agreement if it has a good faith belief that Contractor has knowingly violated §448.095, Fla. Stat. If terminated for such reason, Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. Further, FSU has an obligation to order the immediate termination of any contract between Contractor and a subcontractor performing work on its behalf should FSU develop a good faith belief that the subcontractor has knowingly violated §448.095, Fla. Stat. FSU reserves the right to request documentation from Contractor evidencing its compliance with §448.095, Fla. Stat.

17. **Confidentiality of Information, Non-Disclosure.** Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If Contractor is exposed to FSU’s confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior notice. This provision shall survive termination of the Contract. If Contractor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.

18. **Marks, Names, Logos, Designations.** The Contractor is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of FSU in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval of FSU. Should Contractor desire to pursue the opportunity to advertise, Contractor may be directed to contact the Office of University Trademark Licensing at 225 University Center, Suite C-5100, Tallahassee, FL 32306-2710; Telephone: 850-644-3141. For more information, visit: [licensing.fsu.edu](http://licensing.fsu.edu). For more information regarding use of the current university emblems and logos, contact the Office of University Trademark Licensing at 850-644-3141 or visit [licensing.fsu.edu](http://licensing.fsu.edu).

19. **Independent Audit.** FSU will have the right, at FSU’s sole cost, to audit Contractor’s fee and expense information and work product materials (“Records”) using its personnel pertaining to the Contract. Such audit will be completed by FSU or its representatives at Contractor’s office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. If the audit reveals Contractor owes FSU money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FSU owes Contractor money, FSU will pay Contractor within thirty (30) days of the date the audit is complete.

20. **Florida State University’s Data and Security Standards.** Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times in accordance with standards prescribed within FSU’s Information Security and Privacy Standard Terms and Conditions at [https://fla.st/ITS-ISPO-Addendum](https://fla.st/ITS-ISPO-Addendum).

21. **Compliance With PCI-DSS.** Contractor represents and warrants that while Contractor has involvement with the University customer cardholder data, the software and services used for processing transactions shall be compliant with the most recent version of the Payment Card Industry Security Standards Council (https://www.pcisecuritystandards.org/) in effect at the time of service delivery. Contractor will treat all of the University provided infrastructure and resources as public and non-secure, regardless of measures the University may choose to put in place. Contractor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to the University that Contractor is continuously operating in full compliance with PCI-DSS and is not relying on the University for any aspect of that compliance. Contractor shall, upon written request, furnish proof of compliance.
with PCI DSS within 10 business days of the request. Contractor agrees to provide to the University a current and complete copy of their Attestation of Compliance (AOC). Further, Contractor agrees to provide to the University a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as submitted by an Approved Scanning Vendor (ASV). If Contractor loses any required certification or the certification lapses, Contractor shall immediately notify the University, and the University will have an option to terminate this contract and receive a refund for unrendered services.

22. Privacy. Contractor shall comply with all applicable state and federal laws and University policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Billey Act, and the Federal Trade Commission’s Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Contractor shall obtain, in advance, all necessary permissions and consents required related to its collection and/or receipt of any such information. In the event that the University will share with or provide access to Contractor of any protected health information (“PHI”), the University and Contractor enter into a separate business associate agreement which will govern the use of the PHI. Contractor agrees to include all such terms and conditions contained in any subcontractor or agency contracts.

23. Conflict of Interest. Contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between its corporation other than the relationships which have been previously disclosed to FSU in writing and (ii) Contractor has not been an employee of any component institution of FSU within the immediate twelve (12) months. Any violation of this conflict of interest policy will result in immediate cancellation of this Agreement in addition to a potential debarment of Contractor from doing business with FSU.

24. Non-Agency Contractor. If Contractor is not an agency of the State of Florida, Contractor guarantees that no individual shall render service under this Contract who is also being paid in any capacity by the State of Florida, except the service of such an individual may be utilized when Contractor can clearly establish that such service is being rendered at such times and locations as to be apart from all obligations of said individual to the State.

25. Independent Contractor Status. Contractor is an independent contractor and this Agreement does not form a joint venture or partnership. FSU will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will FSU furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operation, including employee salaries, travel, etc.

26. Tax. FSU is exempt from State sales and use tax.

27. Emergency Support. It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that Florida State University (FSU) and the State University System (SUS) shall be provided goods and services. It is vital and imperative that the students, faculty and staff are protected from any emergency, which threatens public health and safety.

Awarded Contractor agrees to provide, rent, sell, lease all goods and services required by Florida State University and the State University System (SUS). FSU and the SUS expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency, or hurricane, if not otherwise listed in your proposal. Awarded Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

28. Force Majeure. No default, delay, or failure to perform on the part of Contractor or FSU shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, actions or inactions of governmental authorities, pandemic/epidemic, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

29. Survival. All obligations of the parties under the terms of this Contract as of the date of termination shall survive such termination.

30. Discrepancy of Contract terms. Should any terms or condition of this Contract or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which
can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

31. **Assignment.** Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of FSU.

32. **Modification of Contract.** This Contract may not be modified unless in writing signed by FSU and Contractor.

33. **Contract Construction.** FSU and Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.

34. **Headings.** The headings throughout the Contract and Addendum(s) are for reference only and are not given legal effect.

35. **Waiver.** Failure of any party to timely enforce any of the terms or provisions of the Contract shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

36. **Severability.** If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.

37. **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

38. **Attorney Review.** FSU and Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

39. **Conflict with Purchase Order.** Both Parties acknowledge that FSU may use preprinted purchase orders or other formats as it deems fit. The Parties agree that, in the event of conflict between the text of an order and this Contract, the terms and conditions of this Contract will prevail. No additional or different terms contained in any quotation, offer or acknowledgment or other document issued by Contractor will be of any force or effect.

40. **Entire Contract.** This Contract as amended, its Attachments, and ITN 6222-6, represent the entire contract between the parties, and supersede any and all prior agreements, negotiations and proposals, written or oral, relating to the subject matter. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same as noted above.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract as of the date first set below above.

**FSU:**

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY

Name: Kyle Clark
Title: Vice President for Finance and Administration
Signature: Kyle Clark
Date: 9/10/2021 | 2:34 PM EDT

**CONTRACTOR:**

TRUIST BANK

Name: Brantley Standridge
Title: Head of Retail Community Banking
Signature: Brantley Standridge
Date: 9/15/2021 | 3:53 PM EDT
Attachment A
Scope of Services

Banking Services:

Florida State University (FSU) students and faculty/staff will have access to all products and services that Truist offers across any Truist branch, Truist Contact Center, Truist.com, or Truist mobile. Truist will have the exclusive right to offer banking services to students, faculty and staff on the FSU Campus which will include, without limitation, the exclusive right to offer those services as described in Attachment A, Banking Services section, the exclusive right to have a bank branch location on-campus, University promoting for online account opening, and the sole right to have ATMs at the designated locations on-campus (as listed under ATM Support section of contract). Truist will be designated as an Approved Banking Partner of Florida State University.

Key products geared towards the FSU community are:

Truist Student Checking: Robust checking account full of benefits for students:

- No minimum balance requirement to open
- No monthly maintenance fee for students under and age 23 or graduation date (whichever occurs later)
- No charge for two non-Truist ATM transactions per statement cycle (unlimited use of Truist ATMs)
- 1 free incoming domestic or international wire per month
- Ability to customize debit cards with image / personalization
- Account can be opened via any Truist branch, Truist Contact Center, Truist.com, or thru Truist mobile

Standard Features:

- Access to online banking with bill pay and mobile banking with mobile deposit
- Digital Payments such as Zelle, Apple Pay, Samsung Pay Fitbit Pay, and Garmin Pay
- Debit Card Controls (lock/unlock card, manage transaction type, manage spending limits)
- Cashback on select debit card purchases with SunTrust Deals
- Free identity protection and credit monitoring through Experian Credit Center

Truist Focus Checking: Benefits rich account geared towards faculty and staff

- No minimum balance or monthly maintenance fee with combined ACH direct deposits totaling $750 or more per statement cycle
- 4 fee free non-Truist ATM transactions per statement cycle (unlimited use of Truist ATMs)
- 1 Free Bright Checking and 1 Free Truist Savings account
- Free first order of personalized checks
- Waive 2 overdraft protection transfer fees per statement cycle
- No fee for a 3x5 safe deposit box or $40 discount on other sizes
- Unlimited fee free official checks and money orders

Standard Features:

- Access to online banking with bill pay and mobile banking with mobile deposit
- Digital Payments such as Zelle, Apple Pay, Samsung Pay Fitbit Pay, and Garmin Pay
- Debit Card Controls (lock/unlock card, manage transaction type, manage spending limits)
- Cashback on select debit card purchases with SunTrust Deals
- Free identity protection and credit monitoring through Experian Credit Center
The products listed above will go on sale for legacy BB&T existing clients and new to bank prospects on October 11, 2021. Legacy SunTrust clients will see these solutions on February 21, 2022.

Onboarding:

Truist has developed an in-depth onboarding program for newly opened checking and savings solutions in both our digital and physical channels. The program is a trigger-based journey aimed at educating clients how to ensure clients are maximizing their account’s potential. Truist branch bankers will follow up with a new checking clients 10 days after account opening to ensure satisfaction and assist with remaining needs. New checking clients will also receive trigger-based emails focus on the topics below:

- Funding the account to prevent zero balance auto closure
- Setting up Online/Mobile Banking
- Enrolling into Account Alerts
- Activating Debit Card + Understanding Debit Card Controls
- Understanding Overdrafts and how to prevent them
- Experian Credit Center

Reporting:

Truist will be able to provide monthly, quarterly, and annual dashboards to FSU leadership to highlight production, portfolio, transactional, financial, and complaint data based on FSU students and faculty/staff.

Financial Literacy and Education:

**Truist Financial Education Center for Higher Ed:** Accessible through desktop computer, tablet or smart phone, this platform developed by Everfi, a leading online education learning company, provides a variety of online financial learning modules that range in topics from credit scores and credit reports to budgeting and identity theft. The four main online playlists are The Basics, Your Credit & You, Financing Higher Education and Working World. Faculty and staff will also have access to online playlists with over twenty modules, including learning modules on retirement planning, emergency savings, budgeting and credit management.

https://bbandt.everfi-next.net/welcome/highered/

**Money and Mindset:** An online platform created by Truist that provides research based financial wellness content, widgets and calculators, and Money & Mindset podcasts to help individuals build a positive relationship with money.

https://www.truist.com/purpose/money-and-mindset

**Financial Education Seminars:** Truist will schedule and host virtual and (or) in person Financial Wellness seminars for university students, faculty and staff on a variety of topics to help build financial confidence and knowledge. Topics that will be presented include emergency savings, budgeting, credit, investing and giving back. Truist will also utilize these learning opportunities to promote scheduling consultations with financial professionals to review a client’s financial goals and create a plan for financial success.

**Money Management Tools:** Truist Mobile and Online Banking are embedded with a plethora of money management tools that will help students, faculty and staff on their financial journey. They will have access to state-of-the-art online budgeting, categorized spend history tracking, goal setting, goal monitoring with alerts, account aggregation, cash flow analysis, spending alerts and credit score analysis.

https://www.bbt.com/online-access/online-banking/plan-and-analyze.html
ATM Support:

Truist is proposing the operation of six (6) ATMs on the campus of Florida State University:

- Rovetta Business Building – Cash dispensing
- Retail Branch Location / Woodward Parking Garage (2) – Cash and Deposit functionality
- University Center B – Doak Campbell Stadium – Cash dispensing
- Bill’s Bookstore – Cash dispensing
- Seminole Café – Cash dispensing

Contractor would be responsible for all costs of any ATM installation, maintenance and service on machines provided by Contractor. The University also reserves the right to review the placement, relocation, any changes, and removal of ATM locations. Contractor will be given first right of refusal for any future additional ATM’s that may be requested by the University for on campus placement. There will be competing ATMs in the new Oglesby Union (currently under construction, to be completed Spring 2022) and the Donald Tucker Center that would be a carve out to this agreement. ATM’s should not utilize the FSU network connectivity.

On-Campus Retail Space Lease:

Truist is proposing a traditional bank branch which will be equipped to provide a full range of typical banking products and services including, but not limited to: deposits; withdrawals; wire transfers; savings; and new core accounts. The branch will typically operate between the hours 9 am to 5 pm Monday through Thursday, and 9 am to 6 pm on Friday. The expectation will be that branch hours and staffing levels can be adjusted in accordance to determined client need.

Marketing and Brand Awareness:

Both FSU and Truist shall approve all content, timing, and use of marketing or promotional initiatives.

Truist and FSU will work jointly for the ability to market to:

- Incoming freshman before arriving on campus
- Undergraduates while on campus
- Graduating Seniors before leaving campus
- Graduates Students
- Faculty/Staff
- Alumni

Customer Relations and Engagement:

Truist stands for better - better experiences, better partnerships, better technology, and creating a better future for our clients and communities. Incremental scale positions Truist to achieve industry-leading financial and operating metrics with one of the strongest return profiles among a new peer group. As such, Truist will deliver world-class capabilities and functionality to our clients (Technology x Touch = Trust). Truist will provide a full omni channel experience for FSU students and faculty/staff. All account will be able to be opened via any Truist branch (including the campus branch), Truist Contact Center, Truist.com, or thru Truist mobile. Outside of the on-campus branch, Truist will provide a dedicated resource that works exclusively with Florida State University.

Truist leadership Institute is committed to partnering with colleges and universities to develop student leaders through our Emerging Leaders Certification. We would like to explore a partnership to invest in Florida State University. Truist offers college graduate a world class Leadership Development Program. Truist and FSU will jointly discuss further.

Truist (and its predecessor companies SunTrust Bank and BB&T) consider Florida State University a key partner. Our activities on campus to foster financial literacy and to position Truist as both an employer and a bank of choice among FSU students has continued for over 25 years and includes a number of specific efforts/programs/initiatives. We certainly look forward to
a continued partnership with FSU to recruit professionals, including FSU students and alumni, to join the financial services and insurance industry as Truist Teammates.
Attachment B

Financial Contributions
### Attachment C

**STUDENT CHECKING ACCOUNT**

**FEES SCHEDULE**

<table>
<thead>
<tr>
<th>Fees</th>
<th>FSU Card Account</th>
<th>Truist Student Checking*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Sale Dates</td>
<td>until 2/18/22</td>
<td>2/22/22 onward</td>
</tr>
<tr>
<td>Account Opening Channels</td>
<td>FSU Branch</td>
<td></td>
</tr>
<tr>
<td>Minimum Balance for Checking Account</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Maintenance Fee for Checking Account</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>In-Service ATM Transaction Fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td># of Free In-Service ATM Transactions per Bill Cycle</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Non-Service ATM Transaction Fee</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
<tr>
<td># of Free Non-Service ATM Transactions per Bill Cycle</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Incoming Domestic Wire Fee</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td># of Free Incoming Domestic Wires per Bill Cycle</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Incoming International Wire Fee</td>
<td>$30.00</td>
<td>$20.00</td>
</tr>
<tr>
<td># of Free Incoming International Wires per Bill Cycle</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Overdraft Fee</td>
<td>$36.00</td>
<td>$36.00</td>
</tr>
<tr>
<td># of Overdraft Fees per Day</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td># of Overdraft Fees Waived per Bill Cycle</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Overdraft Protection Transfer Fee</td>
<td>$12.50</td>
<td>$12.50</td>
</tr>
<tr>
<td># of Overdraft Protection Transfer Fees Waived per Bill Cycle</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Stop Payment Fee</td>
<td>$36.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Other:</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Customizable Design Debit Card</td>
<td>N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>Related/Linked Savings Account</td>
<td>N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>Experian Credit Center</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1 time 10-pack of checks at account opening</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*Refer to Truist.com for most up to date fee schedule and product features*