

Recitals

ALL of the Bank has a long history of providing banking products and services to their students, parents, employees, and community.

B. University desires a bank to make banking services available to their students, parents, employees, and community, and

C. Bank offers such banking products and services; and

D. University and Bank wish to provide banking products and services with this Agreement.

Accordingly, the parties agree as follows:

1. Bank, Bank of St. Thomas, shall provide banking products and services to the University of St. Thomas (University) and the surrounding community, which includes the residents that live in the geographical area where the school is located. ("Banking Products" means financial products & services available to Uloop through Bank.)

1.1 **Banking Products.** Bank will offer their standard Banking Products available at all Bank branches with our standard account benefits, features, and fees. A fee list is available upon request. Bank reserves the right to modify, add, or delete any Banking Products at any time without notice. Additionally, all Bank-branded ATMs on the University's campus shall be available throughout the Term of this Agreement and any renewal periods. A detailed schedule of Banking Products or services will be at the sole discretion of Bank.

1.2 **Banking Products.** Bank will offer their standard Banking Products available at all Bank branches with our standard account benefits, features, and fees. A fee list is available upon request. Bank reserves the right to modify, add, or delete any Banking Products at any time without notice. Additionally, all Bank-branded ATMs on the University's campus shall be available throughout the Term of this Agreement and any renewal periods. A detailed schedule of Banking Products or services will be at the sole discretion of Bank.

1.3 **Banking Products.** Bank will offer their standard Banking Products available at all Bank branches with our standard account benefits, features, and fees. A fee list is available upon request. Bank reserves the right to modify, add, or delete any Banking Products at any time without notice. Additionally, all Bank-branded ATMs on the University's campus shall be available throughout the Term of this Agreement and any renewal periods. A detailed schedule of Banking Products or services will be at the sole discretion of Bank.

2. U.S. Bank Affinity Debit Card Terms and Conditions, Specifications, Terms and Conditions and

"Affinity Debit Card") are found in Exhibit 1 to this Agreement. Subject to Section 6.4.1 and any Existing

Financial institution agrees to issue and/or fund an Affinity Card to U.S. Bank during the Term of this Agreement

4 Marketing

U.S. Bank shall have the right to use the University's name and logo in connection with the distribution of U.S. Bank

to itself as a preferred banking partner to the University. If acceptable to University, University will

and its personnel staff in writing. Bank may continue to work with University to develop marketing

at the University, with University's prior approval and written consent

to promote the opening of new

on campus activities, events and promotional locations to advance the opening of new Bank accounts at no

additional cost to Bank including but not limited to the following:

- New Student Orientation
- International Student Orientation
- On-campus Talking Events including Start of Semester Homecoming (not including the football game and associated pre and post-game events) and Graduation
- Financial Wellness Seminars

Distribution of marketing material prior to the event

Marketing of promotions contemplated below or in Section 4.4 will be paid, or reimbursed to the University, by Bank using the Annual Marketing Fund referenced in Section 11.11 or otherwise)

have opted out of receiving University sponsored solicitations)

5. Terms and Termination. This Agreement will remain in effect for an initial term beginning on the

5.3. Termination for Change in Law. Bank may terminate this Agreement at any time with 90

5.4 Termination for Complaints or Fees.

with Bank with an Affinity Card will be a customer of Bank and, upon any termination of this Agreement

pursuant to this section, or upon Cases leaving Territory, Cases will remain a customer of Bank unless otherwise

Cases shall be replaced with clients that does not bear University's Licensed Member relationship.

6. Representations and Warranties Each party represents and warrants as follows:

6.1. The undersigned, as an authorized representative of the undersigned, hereby certifies that the undersigned

6.2. This undersigned, as an authorized representative of the undersigned, hereby certifies that the undersigned has the authority to enter into this Agreement on behalf of
and further has the authority to ensure that the terms of this Agreement are adopted and
followed by its member institutions.

6.3. This Agreement was entered into by Bank for the term of this Agreement. It is included, but is not limited to

6.4. Bank's accounts, including all debit cards or other financial instruments, and any type of accounts or debit

A statement The terms of this Section 6.4.1 shall govern over any conflicting terms elsewhere in this

AGREEMENT IS EXHIBIT 1

successful omissions, or the willful misconduct of its employees, agents, or officers of Bank arising out of the

UNIVERSITY ASSUMES NO LIABILITY

8.1.1.1. Bank shall be responsible for any and all

A statement successful acts, successful omissions, or willful misconduct during the performance of duties agreed to herein; Bank acknowledges that Users are not by definition employees, agents, or officers of University and University assumes no liability for the work performed by Users.

8. Payments

8.1.1.1. Bank shall pay to University the annual fixed consideration amount of \$50,000 ("Operations Payment") prior to May 31st of each year of this Agreement beginning in 2024 with the final \$50,000 payment due prior to May 31, 2027.

8.1.1.2. Bank shall pay to University the annual fixed consideration amount of \$10,000.

8.1.1.3. Bank shall pay to University the annual fixed consideration amount of \$10,000.

8.1.1.4. Bank shall pay to University the annual fixed consideration amount of \$10,000.

8.1.1.5. Bank shall pay to University the annual fixed consideration amount of \$10,000.

8.1.1.6. Bank shall pay to University the annual fixed consideration amount of \$10,000.

10. Notices. All notices and statements by either party in connection with this Agreement will be binding

In Witness Whereof, _____
University of St. Thomas

Bank: U.S. Bank
Campus Banking
Attn.: Vincent Roos – Vice President
10100 W 119th St 2nd Floor / SL -KS-W2HM
Overland Park, KS 66213

11. Miscellaneous.

11.1 Choice of Law. This Agreement and its interpretation will be governed by the laws of the

11.2 Waiver. The deliberate failure of either party to exercise any of its rights under this Agreement will not be construed as a waiver of such rights.

11.3 Severability. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

11.4 Entire Agreement. This Agreement and any attachments constitute the entire Agreement between the parties, notwithstanding any prior or contemporaneous oral understandings or contrary provisions contained in any previous written documents between the parties.

certify that they have been fully empowered by their respective organizations to execute and deliver this

in delays which are not avoidable, or impossible, due to circumstances beyond its reasonable control, including
acts of God, and acts of God, provided that the party experiencing the delay promptly notifies the other
party of the delay.

1.0 Confidential Information. This Agreement shall be confidential and shall contain confidential

Bank and University each acknowledges that each party, on its own and subcontractors, may come into

1.0 Compliance with the Law. The parties shall comply with all law and regulation in

1.0 Bank agrees to comply with all applicable University policies and will not discriminate on any basis

funding or the loss of its tax-exempt status

Bank and University shall be responsible for providing the Banking Products and other services contemplated by

Bank shall not provide any other services under this Agreement and will procure any marketing or promotional materials it

1.0 Bank will not administer any aspects of the University's non-university funds

1.0 Bank is not, and will not be, an Equal Opportunity Service as that term is defined in 20 U.S.C. § 1092(d)(1)(A)

UNIVERSITY OF ST. THOMAS

M.100 V

BY: MARK V. VANDERKAM

U.S. BANK NATIONAL ASSOCIATION

Sign: [Signature]
Rw: THOMAS - DANKS
Title: CID - S.B. STURGEON

EXHIBIT 1

U.S. Bank Affinity Card Terms and Conditions

herein.

D. Card Policies and Attributes. Bank shall have full responsibility for and shall control all policies

Bank shall have no ownership

Bank shall have the ownership of manufacturing

Bank shall have the ownership of

Marketing and Solicitation. University shall not be required to provide any services, such as marketing or

limited to, the campus community composed of the students, employees, faculty, staff, transient, or
of the campus community, and the surrounding community which includes the students and the
geographical area where the school is located. University shall have the right to review and provide prior approval

respects.

6. License Grant. Subject to the Terms and Conditions, University hereby grants to Bank a non-exclusive

Bank acknowledges that University has represented to it, and University warrants that
that it has not acquired, and shall not acquire, any right, title or interest in or to the University's Licensed Marks

to University.

Bank shall not create, use, or attempt to create, a similar composite mark involving the Licensed

the Licensed Marks. Nothing herein shall prevent Bank from using or affixing other trademarks to the Program
requirements of these Terms and Conditions.

by The University Bank shall not reproduce or use the Licensed Marks in any manner whatsoever other than as

set forth in the License Agreement.

The License Agreement shall be deemed to be a part of this License Agreement.

Bank shall not disseminate or disseminate (a) any false, defamatory, fraudulent, or otherwise unlawful information, or (b) any information that is false, defamatory, fraudulent, or otherwise unlawful, or (c) any information that is false, defamatory, fraudulent, or otherwise unlawful, or (d) be consistent with the general

interests of the industry. Bank shall not disseminate directly, indirectly, or otherwise, in any manner, any information that is false, defamatory, fraudulent, or otherwise unlawful, or (d) be consistent with the general

interests of the industry.

APPENDIX A
UNIVERSITY OF ST. THOMAS
LICENSED MARKS

Word Mark: University of St. Thomas

Trade/Service Marks:



UNIVERSITY OF
St. Thomas

University of St. Thomas

UNIVERSITY OF
St. Thomas

University of St. Thomas

 **St. Thomas**



...this autonomy may be authorized to negotiate such other matters as may be mutually agreed between the