

**FIRST AMENDMENT TO
NORTHWESTERN UNIVERSITY
MARKETING SERVICES AGREEMENT**

This First Amendment to the NORTHWESTERN UNIVERSITY MARKETING SERVICES AGREEMENT (this "Amendment"), is made as of July 8, 2026 ("Effective Date") by and between U.S. Bank National Association ("Bank") and Northwestern University ("University"). This Amendment is incorporated into the Agreement by reference.

Pursuant to the Northwestern University Marketing Services Agreement with an Effective Date of June 12, 2026 (the "Agreement"), Bank and University desire to provide a co-branded debit card and market banking services to University students. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

University and Bank wish to amend the Agreement to reflect a correction of a drafting error in the original Agreement.

Therefore, the parties agree as follows:

Amendment of Section 9 Payments.

Section 9 of the Agreement, but not its corresponding subsections, shall be deleted in its entirety, and the following language shall be substituted for all purposes.

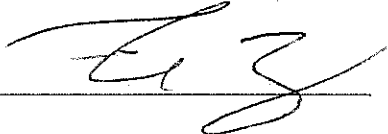
9. Payments. Bank will make the following payments detailed in Section 9.1 each year during the Term or any Renewal Term of this Agreement.

Original Agreement Ratified and Affirmed

Except as set forth above, the Agreement is ratified and affirmed in all respects.

Agreed as of the date first above written:

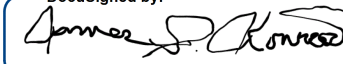
U.S. Bank National Association

By: 

Its: _____

Date: 7/8/26

Northwestern University

DocuSigned by:

18F6659FGB80470...

By: _____

Its: _____

Date: 7/9/2026

NORTHWESTERN UNIVERSITY MARKETING SERVICES AGREEMENT

This Northwestern University Marketing Services Agreement ("Agreement") is entered by and between the Northwestern University ("University") and U.S. Bank National Association ("Bank" or "Contractor") effective as of the date the last party signs below ("Effective Date").

Recitals

- A. University currently markets various products to their students.
- B. University desires to include banking products as a part of such marketing campaigns; and
- C. Bank offers such banking products; and
- D. University and Bank wish to provide marketing to students for banking products in accordance with this Agreement.

Accordingly, the parties agree as follows:

1. Banking Products. Bank will, during the Term and any Renewal Term of this Agreement, provide banking products to the campus community which can be comprised of but not limited to; students (incoming & current), faculty & staff (current & retired), alumni, and the surrounding community which includes the residents that live in the geographical area where the school is located. ("Users"). "Banking Products" means financial products available to Users through Bank either online or at a branch.

1.1 Product Features. 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 amend or enhance such benefits, features, and fees from time-to-time. Bank will never charge additional fees for opening a student checking account and will not allow Bank's University affiliated debit card to be marketed, portrayed, or converted into a credit card. Additionally, all Bank-branded ATM's on the University's campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/debit card throughout the Term of this Agreement and any Renewal Terms. Additional enhancements to Banking Products or services will be at the sole discretion of Bank.

1.2 Eligibility. Eligibility for Banking Products will be at the sole discretion of Bank.

1.3 Reporting. Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, including the mean and median of the actual costs incurred by student account holders. Bank will ensure University continues to receive all documentation that is required from a Bank partner under a Tier Two arrangement.

1.4 Additional Terms. Additional terms and conditions set forth in the attached Exhibit 1 shall also apply.

2. Automated Teller Machines ("ATM"). University and Bank anticipate placing 3 ATMs on the University campuses. The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and University in the Branch License Agreement.

3. U.S. Bank Co-Branded Debit Card Terms and Conditions. The specifications, Terms and Conditions and Licenses for a co-branded debit card (a “Co-Branded Debit Card”) are found in Exhibit 1 to this Agreement. . The Co-Branded Debit Card will bear Licensed Marks (as defined below in Exhibit 2). The parties agree Bank will be the only financial provider or entity to issue such a Co-Branded Debit Card bearing the Licensed Marks to Users during the Term of this Agreement, including any Renewal Term.

4. Marketing and Promotions.

4.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to University for miscellaneous marketing materials relating to Banking Products for distribution to Users. Bank may promote itself as a University’s preferred provider to Users. University will acknowledge approval of text in writing. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Products. No marketing materials may be distributed at the University without University’s prior review and written approval.

4.2 Events. University will provide Bank with exclusive access to, and presence at, significant 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-going Tabling Events
- Financial Wellness Seminars
- University vendor shows and information sessions.

Participation in such events will include where applicable, but not be limited to, the following:

- Distribution of marketing materials prior to the event
- Tables in high traffic areas
- Presentations or communications to Students and/or Parents
- For University vendor shows and information sessions Bank agrees to participate in these events upon request from University Services or Purchasing.
 - Between two and four of these events per year.
 - Small cost associated with participating in such events.
 - Bank to educate end users on their products

In addition, Bank will be provided with access at a minimum to the following, but the parties are not limited to the enumerated options provided below. Bank expects to be able to leverage all channels including mail, text, digital, email, social media and University’s website for marketing and communication to Users.

- Marketing to Students:
 - Ongoing email, mail and newsletter marketing campaign(s)
 - Bank to provide marketing materials to University for student list distribution (excluding any students who have opted out of receiving University sponsored solicitations)
 - Ongoing print, web page text and digital marketing campaigns
 - Bank to provide social media tool kit to University for periodical posting throughout the year
 - University to provide Bank a photo library to create a social media tool kit

- Marketing to Faculty and Staff:
 - New Employee Orientations in Student Affairs
 - Ongoing marketing campaigns distributed by the University such as mailers, newsletters or other communications
 - Facilitating Banking Product promotion through email distribution or other channels
- Marketing to University Alumni
 - Provide marketing materials at Alumni events
 - Opportunity to include Co-Branded Debit Card information in various alumni association communications, opportunities to purchase advertising space.
- Bank to market Co-Branded Debit Card to Bank and non-Bank customers in surrounding community subject to Northwestern University's prior approval
- Usage of University Co-Branded Debit Card image used in Bank sales materials that will be shared with prospects

4.3 Signage. Subject to University's prior written approval, Bank may display informational and directional signage on the campus identifying ATM locations, signage will be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank will not cause to be fixed to any University property signage of any kind without the prior written approval of University.

Bank will, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus and will be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products, subject to Northwestern University's prior approval. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals will be at Bank's sole expense and Bank will expend the necessary time to obtain such approvals. Nothing contained herein will be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

4.4 Promotional Information. University will facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank in compliance with Section 4.2. Neither University nor Bank will share any User information as part of this Agreement. Further, Bank will not be required to provide any financial records or information relating to individual Users to University, nor will University be required to provide any student information or records to Bank.

4.5 Prior Approval. University will not distribute any materials using Bank's name or relating to Banking Products without receiving prior approval from Bank.

5. Term and Termination. This Agreement will remain in effect for an initial five (5) year term beginning on July 1, 2026, and expiring on June 30, 2031 (the "Term"). After completion of the initial Term, there shall be two (2) mutual options to extend the term of the Agreement for two (2) years each (a "Renewal Term"). In order to exercise an option Bank shall give University one hundred eighty (180) days' written notice prior to the end of the then current Term. If University does not wish to extend the Term of the Agreement, it shall give Bank written notice within thirty (30) days of receipt of Bank's exercise notice. If University fails to respond, the Bank's exercise shall be deemed approved.

5.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party will provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within 90 days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional 10 days' written notice to the breaching party, subject to Section 5.2 regarding Immediate Termination for Cause.

5.2 Immediate Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due; (5) the noncompliance with regulation or law applicable to the noncomplying party.

5.3 Termination for Change in Law. Bank may terminate this Agreement at any time with 90 days' notice to University without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

5.4 Termination for Complaints or Fees.

5.4.1 Complaints. University will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines that number of complaints were excessive.

5.4.2 Fees. University will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines the fees assessed to Users of Banking Products are not consistent with or are above the prevailing market rates for similar Banking Products.

5.5 Termination; Effect on Users. University and Bank agree that each User who has an account with Bank with a Co-Branded Debit Card will be a customer of Bank and, upon any termination of this Agreement pursuant to this section, or upon Users leaving University, each User will remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users to sell them the full range of Banking Products during the Term or any Renewal Term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, to sell them any banking products offered on the University campus by any party. Upon any Termination the Agreement or Co-Branded Debit Card Program, University will allow Bank to continue User and general customer accounts with the Co-Branded Debit Card plastic on open Bank accounts. Such plastic will be replaced with plastic that does not bear University's Licensed Marks solely upon expiration of the plastic or replacement of plastic due to lost/stolen or upgrade reasons. Notwithstanding the foregoing, should University require, following termination, that Bank replace existing Co-Branded Debit Card plastic on open Bank accounts with plastic that does not bear the University's Licensed Marks, University shall be responsible for the cost of such replacement and shall provide Bank with reasonable time to affect such replacement. Bank shall have no obligation to assign new account numbers to replacement debit cards.

5.6 Survival. The rights and responsibilities of each party as embodied in Section 4 (“Marketing”) and Exhibit 2 (“U.S. Bank Co-Branded Debit Card Terms and Conditions”) regarding the use of marks and other intellectual property, Section 7 (“Indemnification; Losses”) regarding indemnification, and Section 12.8 (“Confidential Information”) regarding the use and preservation of confidential information will survive the termination of this Agreement.

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

6.1 No Conflict. The execution, delivery, or performance of the activities contemplated by this Agreement will not violate or conflict with any applicable law, regulation, or rule, or contract to which the party is subject.

6.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

6.3 University Authority. University has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

7. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

7.1 Bank Indemnification of University. Bank will defend, hold harmless, and indemnify University from and against any third-party claims for loss, damage, cost, and expense, including reasonable attorneys’ fees, suffered by University due to Bank’s negligence, wrongful acts, wrongful omissions, or the willful misconduct of its employees, agents, or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event University seeks indemnification from Bank, University will provide prompt notice to Bank of the events leading to the claim (provided that Bank will only be relieved of its obligations under this Section to the extent the delay in notice materially prejudices Bank) and University will allow Bank to control the defense of such claims in return for Bank’s indemnification (provided that Bank may not settle any claim that includes any admission of fault on part of the University or that requires the University to pay any amount without obtaining University’s prior written consent).

7.2 University Indemnification of Bank. University will be responsible for any third-party claims for damages that result from its employees, agents, and representatives’ gross negligence, wrongful acts, wrongful omissions, or willful misconduct during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded the University as a public body of the state of Illinois. Bank acknowledges that Users are not by definition employees, agents, or officers of University and University assumes no liability for the individual acts of Users.

8. Release of Information. Bank will not be required to provide any financial records or information relating to individual Bank customer to University, nor will University be required to provide any student information or records to Bank, for any purpose whatsoever during the Term of this Agreement including any Renewal Terms.

9. Payments. Bank will make the following payments in advance of each year with the first payment being made on or before 30 days after the Effective Date of this Agreement, and all subsequent payments being made on or before July 1st each year during the Term or any Renewal Term of this Agreement.

9.1 Operations Payment. Bank will pay to University a fixed operations payment of \$500,000.00 (“Operations Payment”) each year of this Agreement on or before December 31st, such payment shall be applicable to the period from July 1st of the year of payment, through June 30th the following year. Payments are to begin December 31, 2026.

9.2 Soft Dollar Marketing Commitment.

9.2.1 Annual Marketing Fund: \$25,000 dedicated to marketing directly to Northwestern students, faculty, staff, and alumni, as well as sponsoring campus events throughout the academic year.

9.2.2 Purpose: Funds will be used for co-branded marketing materials, event sponsorships, and engagement initiatives, all at no cost to Northwestern University.

9.2.3 Transparency: Usage will be tracked and reported during annual review meetings.

10. License. Subject to the terms of this Agreement, including without limitation those terms related to marketing materials and brand guidelines, both University and Bank may, at their sole cost and expense, advertise the existence of the Co-Branded Debit Card and location of ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. Bank grants to University a non-exclusive, royalty-free license to use the Bank’s registered and common law trademarks in advertisements promoting ATMs and Banking Products pursuant to this Agreement. University grants to Bank a non-exclusive, royalty-free license to use the Licensed Trademarks in advertisements promoting ATMs and Banking Products pursuant to this Agreement. Nothing will give to University or Bank any right, title or interest in the others’ trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner, and any and all uses of the trademarks will inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party will be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement, or regarding compliance with any brand guidelines of a party. The cost of any such joint advertising undertaken by either party will be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of the Licensed Trademarks on Bank-issued checks and Co-Branded Debit Cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users’ affiliation with University as expressly set forth herein.

11. Notices. All notices and statements by either party in connection with this Agreement will be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified/registered mail, first class, postage prepaid, return receipt requested.

University: Northwestern University
Julie Maul
1800 Sherman Ave Suite 6-600
Evanston IL 60208

Corbin Smyth
1999 Campus Dr #3-272
Evanston IL 60208

Bank: U.S. Bank Service Center
Campus Banking

Attention: Vincent Roos
7045 College Blvd-Hub
Overland Park, Kansas 66211

12. Miscellaneous.

12.1 Choice of Law. This Agreement and its interpretation will be governed by the laws of the state of Illinois. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state and federal courts sitting in, the state of Illinois.

12.2 No Waiver. The delay or failure of either party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights.

12.3 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.

12.4 Entire Agreement; This Agreement and any attachments constitute the entire Agreement between the parties, notwithstanding any prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for informational purposes and do not constitute a part of the Agreement.

12.5 Assignment. Neither party will assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed provided that, Bank will have the right, without University's consent, to transfer or assign this Agreement to any parent, subsidiary, or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

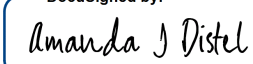
12.6 Power and Authority. The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

12.7 Force Majeure. Neither party will be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation, power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism, and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

12.8 Confidential Information. This Agreement does not contemplate sharing confidential customer /User information by Bank. However, Bank and University each acknowledge that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

IN WITNESS HEREOF, the parties have executed this Agreement, effective as of the date first written above, by and through their duly authorized officers.

NORTHWESTERN UNIVERSITY

Sign: 
By: Amanda J Distel
Title: Vice President & CFO
Date: 6/12/2026

U.S. BANK NATIONAL ASSOCIATION

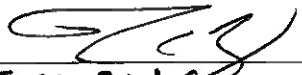
Sign: 
By: Tom Zirbs
Title: Region executive
Date: 6-9-26

EXHIBIT 1

Additional Terms and Conditions

I. SPECIFICATIONS

Campus Banking Program for Students, Faculty, Staff, & Alumni

The U.S. Bank campus banking program is offered to more than 30 colleges and universities and has a track record of serving this segment since 1996. This program includes the following components:

A. Products & Benefits

- i. **U.S. Bank Smartly® Checking or its equivalent updated product**– Gives students, faculty, staff, and alumni more control, insights, and support as they build their future
- ii. **Branch & ATMs** – Full-service branch & ATM inside Norris University Center, a second ATM at the walk-up kiosk at Shepard Hall, and one ATM on the Chicago campus
- iii. **Customized Northwestern University web pages** – usbank.com/northwestern and usbank.com/northwestern-workplace.
- iv. **Goals Coaching & Financial Education** – 1-1 guidance and group learning sessions and workshops – both personal and professional topics
- v. **Innovation/Idea Jams** – The U.S. Bank innovation team will lead and provide students with an opportunity to ideate on a challenge prompt, create a quick pitch presentation and compete against their peers for an opportunity to win scholarship dollars.
- vi. **Subject matter experts** – Leverage U.S. Bank experts to help facilitate workshops, guest lecture, participate in panels, judge competitions & more.

B. Program Management

- i. **Relationship manager** – Ongoing relationship support to partner with all areas of campus to uncover opportunities and provide solutions.
- ii. **Marketing support** – Co-branded marketing material and communications to advertise the benefits of the partnership.

C. International Student Services

i. **Global Services.** International students will receive the expertise of our nationally recognized Global Services / International Banking division. Our staff's knowledge, extensive global network, and dedication to customer service offers students the unique combination of local banking and the ability to conduct transactions globally.

ii. **Banking Accommodations.** U.S. Bank can open checking and savings account for international students without an SSN, offer foreign currency exchanges, traveler's card purchases, and international wire transfer services. Through internet banking, students can even order foreign currency online and have it shipped directly to their residence once an account has been set up.

iii. **Asistente Inteligente.** For international students that are Spanish-speaking, Asistente Inteligente de U.S. Bank™ is a Spanish-language version of our best-in-class Smart Assistant available in the U.S. Bank Mobile App. We are the first financial institution in the United States to offer the ability for Spanish-speaking customers to bank via mobile app in their preferred language—just by speaking it. Customers who set their language preference to Spanish in the U.S. Bank mobile app have several capabilities, including checking their balance and transactions, transferring and sending money, tracking their credit score, locking and unlocking their card, making payments, and quickly searching

for and completing many other functions. We also provide a comprehensive language interpretation telephone service for all other languages.

iv. **Account Opening Solutions.** International students can open accounts with U.S. Bank. If they do not have an SSN, they will be required to present a valid passport/visa and student ID documentation. If additional supporting documentation needs to be obtained, a hold that blocks debits only – but allows credits – may be placed on the account until the additional supporting documentation is provided. Allowing the account to receive credits prevents incoming wires from being rejected. Holds can be resolved with proper documentation within 24 hours. In most cases, the passport/visa and student ID is sufficient to clear the account. U.S. Bank is very familiar with this segment and will work closely with the students and school to obtain any requested documentation needed, such as address verification. Upon arrival at Northwestern University, individuals will receive a flyer outlining the required documentation for opening an account.

II. U.S. Bank Commitment to Northwestern University

U.S. Bank will dedicate the resources of our campus banking marketing team to fully support Northwestern University. Our promotional materials are continuously updated and will be customized to meet the specific needs of your campus, ensuring effective communication with students, faculty, staff, and alumni through multiple channels and targeted campaigns. All co-branded marketing materials created to promote this partnership will be provided at no cost to Northwestern University.

A. Collaboration and Approval Process

The success of this program depends on close collaboration between Northwestern University and U.S. Bank. Together, we will:

- i. build a comprehensive marketing plan leveraging all available Northwestern University communication channels.
- ii. develop co-branded materials to advertise the program and showcase enhanced partnership.

U.S. Bank agrees to obtain prior written approval from Northwestern University for all co-branded marketing before distribution.

B. Quality Assurance

Our Information Security program aligns with industry-accepted information security practices, where possible, as provided by applicable standards organizations.

The U.S. Bank enterprise resiliency program is ISO 22301 certified. The program, which includes Business Continuity, Disaster Recovery and Vendor Resiliency programs, is audited annually by our independent internal audit division as well as the ISO certifying agency. As a regulated financial institution, the U.S. Bank resiliency program is also periodically reviewed by the relevant governing agencies including the Federal Reserve Bank (The Fed) and the Office of the Comptroller of Currency (OCC).

C. Safety

i. EHS Contractor Safety Program

Northwestern values its relationships with our business partners and is fully committed to environmental health and safety (EHS). The University's Contractor Safety Program provides our contractors with a clear understanding of Northwestern's expectations that all work performed on University property is safe.

The Contractor Safety Program applies to all contractors who undertake the provision of materials, labor, or services pursuant to a purchase order or service agreement with the University. Contractors retain primary responsibility for ensuring that any and all employees or subcontractors performing the aforementioned provisions adhere to this program as well.

All contractors and subcontractors are expected to adhere to the Contractor Safety Program in order to sustain a safe and healthy campus. Contractors and subcontractors who violate applicable federal, state, and local laws, or University policies and procedures governing EHS, may be subject to disciplinary action under University policies and procedures.

The awarded Bank shall have a member of their organization's leadership responsible for EHS carefully review the Contractor Safety Program and complete the online acknowledgement (which will be emailed to the contractor) prior to conducting activities on campus.

ii. Emergency Messaging Notifications

The University would like to ask any person, including Bank (those who are not part of regular faculty, staff, or student body) who may be on campus at any given time to sign up for Emergency Messaging per the following method:

Members of the larger community can enroll in AlertNU by texting "AlertNU" to 226787. You will receive a confirmation text indicating that you have successfully subscribed. To be removed from the system, simply text "stop" to the same number. This will register the person for 365 days. A few days prior to their registration expiring, the individual will receive a notice indicating their registration is expiring and then given instructions on how to renew.

For immediate or imminent threats, messages titled "AlertNU" will notify when there is an emergency occurring on campus that requires immediate action, such as an active aggressor.

U.S. Bank acknowledges Northwestern University's "AlertNU" emergency system. U.S. Bank relationship managers along with branch manager, along with the branch manager will ensure that anyone participating in on-campus events or meetings is setup with the emergency messaging.

III. Delivery/Services Capabilities/Timeline

A. PCI Compliance

PCI-DSS is not applicable to the Services provided under this Agreement, it is only required for the following contracts that include e-Commerce software applications, POS (Point of Sale) software applications, mixed architecture commerce applications, Virtual Terminal systems, merchant processor services, payment gateway services – to include all locally installed, remotely installed, online and cloud based server, networking, workstation and peripheral architecture, data hosting, physical equipment, or software – regardless of physical location, deployment or configuration.

Bank (TPSP – Third Party Service Provider), as well as any subcontractor, vendor(s), payment processor, data hosting provider or nested/chained application provider of this TPSP, shall abide by the requirements of the Payment Card Industry Data Security Standard (PCI DSS, Version 3.0.). See www.pcisecuritystandards.org/index.php.

The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally. PCI DSS provides a baseline of technical and operational requirements designed to protect cardholder data. PCI DSS applies to all entities involved in payment card processing—including merchants, point of sale systems, web-facing e-Commerce applications, payment processors, acquirers, issuers, and service providers, as well as all other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD).

In all instances where PCI/DSS compliance is required, Vendor will achieve and maintain PCI/DSS compliance against the current version of PCI/DSS published on the PCI SSC (PCI Security Standards Council) website <https://www.pcisecuritystandards.org/index.php>. As evidence of compliance, Vendor will provide, when requested, a current attestation of compliance, completed and signed by a PCI QSA (Qualified Security Assessor).

Finalists will be expected to go through a more detailed analysis of PCI compliance prior to an award decision. The final Contract will include a PCI compliance addendum.

Northwestern University may review our current PCI-DSS compliance status on the Payment Network website *Visa Global Registry of Service Providers*. U.S. Bank will undergo an annual assessment of its compliance with the Security Programs and, if applicable to the Services provided under the Agreement, the Payment Application Data Security Standards.

B. Technology

i. **Technology/Web Accessibility.** Northwestern is committed to purchasing products and solutions that meet the applicable standards of Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. This is predominantly applicable to the following:

- a. Software Applications and Operating Systems
- b. Web-based Intranet and Internet Information and Applications
- c. Video or Multimedia Products

ii. **Accommodations.** Bank is committed to keeping our products and services usable and clear for all individuals. We follow Web Content Accessibility Guidelines [(WCAG) 2.0 Level AA], however some products and services offered are not fully WCAG compliant yet. The products and services, however, are accessible with accommodations, and Bank is committed to improving

WCAG compliance. Our servicing team will promptly respond to any concerns related to accommodation for users with disabilities.

C. Customer Status

Bank considers the Northwestern University relationship one of significant value and benefits for both organizations. Bank commits to the highest level of service quality when it comes to our partnership with Northwestern University.

E. Environmental Awareness

For more than 35 years, U.S. Bancorp Impact Finance – our community development financing subsidiary – has mobilized capital to deliver positive social and environmental impact. Our work helps create affordable housing, spur economic activity in underserved communities, restore historic buildings, develop renewable sources of energy and strengthen community development financial institutions (CDFIs) nationwide. We're an industry leader in tax credit investments, tax credit syndications, lending and other tailored financing solutions. Our diverse range of products, industry expertise, willingness to do hard deals and authentic, sustained commitment to impact make us a trusted partner to our clients, cultivating long-term relationships to help customers meet their goals.

i. Projects Supported in Chicago:

- a. Provided \$349.2+ million Low-Income Housing Tax Credit investments and loans to support the development of affordable housing; those 24 projects have helped create/retain nearly 1,800 affordable housing units.
- b. Invested more than \$446.9 million in New Markets to support economic development projects in low- and moderate-income communities. This includes 56 projects ranging from community centers and charter schools to health centers and support for manufacturers creating new jobs. (These totals also include Historic Tax Credit equity investments, which we often pair with NMTC to drive even greater impact.)
- c. Provided more than \$77.5 million in loans and non-tax credit equity investments to community development financial institutions (CDFIs) and other intermediaries making a difference on the ground in communities.

ii. Reclaimed Ocean-Bound Plastic (ROBP) Debit Cards

First Mile®, a nonprofit partnership between Thread International PBC Inc. and WORK, improves working conditions and creates dignity in recycling by building sustainable supply chains in waste collector communities. Operating in more than a dozen countries—including low-income U.S. communities—First Mile has developed a human-powered plastic recycling network in Haiti, providing jobs and reducing waste in waterways and landfills.

Recycled ocean-bound plastic (ROBP) is used in U.S. Bank debit card designs such as Diving Turtle and Serene Beach—million cards produced, over one ton of plastic is diverted from oceans and waterways. Through our Impact Partnership, U.S. Bank contributes \$50,000 annually to support First Mile's programs in Haiti, expanding material collection for ROBP cards.

Customers strongly support this initiative—over 20% of U.S. Bank debit cardholders choose the Diving Turtle or Serene Beach designs, making them our most popular options. Beginning June 2024, all Pride debit cards transitioned to ROBP, and in November 2024, we launched our first

college co-branded ROBP card with Central Washington University. This marks the start of converting our entire college co-branded debit card portfolio to ROBP.

iii. **Reducing Waste Through In-Branch Card Recycling**

To help reduce plastic waste and promote responsible product lifecycles, U.S. Bank clients can now recycle their expired debit and credit cards securely at any branch location. This initiative provides a convenient way to keep plastic payment cards out of landfills. It works alongside our efforts to offer more sustainable products, such as payment cards manufactured using recycled or recovered ocean-bound plastic materials, reflecting our focus on resource management.

Learn more here, [Recycle your card safely, securely at every U.S. Bank branch.](#)

iv. **Electronic Waste Program**

U.S. Bank has programs in place to track and manage our electronic waste (“e-waste”) as we look to properly recycle our electronics once they have reached the end of their useful life. We have placed e-waste bins in large campus locations and branches across the U.S. to support employees in properly disposing of non-data-bearing materials, like monitors, desk phones, keyboards, etc. Once the bins are full, the contents are transported to a recycling facility managed by our partner, Electronics Recycling International (ERI). If an employee does not have a bin near them, they can request a box be shipped to them. These materials are then sent to ERI for secure recycling. We also have programs in place across the U.S. and our European offices to recycle and/or reuse computers and network and server equipment. Through these initiatives, we recycled over 1 million pounds of electronics in 2024.

v. **Point-Of-Sale (POS) Enablement Team**

In 2024, the European POS Enablement Team developed an initiative to remove blank space from receipts. Average receipt length was cut by 23%, equating to about 7 cm (3 in) per receipt. Due to the success in Europe, we plan to implement a similar exercise in North America. These initiatives reduced the amount of paper required for receipts and cut costs due to the need for fewer tally rolls.

IV. Responsibilities Of Northwestern

These are items that Northwestern is responsible for providing to the Bank:

- i. Reasonable space for marketing and promotional materials within Norris University Center and digital spaces.
- ii. Opportunities to engage with campus communities at campus events.
- iii. Access to clean and functional space within Norris
- iv. Regular custodial services
- v. Electrical and HVAC service and upkeep
- vi. Maintenance of all Norris infrastructure
- vii. Keycard access to Norris exterior doors
- viii. Invited access to participate in university or Norris events including Welcome Week, Homecoming, Family Weekend, Commencement, Norris at Night, etc.
- ix. Include access to the messages that the Office of Student Transition Experiences will send to incoming students and families.

Bank acknowledges and agrees with the responsibilities Northwestern University listed above. Additionally, Northwestern University should be responsible for structural repair of the Norris University Center and needs to restore the second access point to the branch facility.

EXHIBIT 2**U.S. Bank Co-Branded Debit Card Terms and Conditions**

These U.S. Bank Co-Branded Debit Card Terms and Conditions (“Terms and Conditions”) facilitate the provision of the Co-Branded Debit Card bearing the University’s “Licensed Marks” which shall mean the trademarks or services marks listed in Addendum A to this Exhibit. These Licensed Marks are owned by the University, or it has a license to use the Licensed Marks including any and all applications and registrations related thereto. Any conflict between these Terms and Conditions and the terms and conditions contained Agreement pertaining to the Program (defined below) will be interpreted in accordance with the Terms and Conditions. The parties therefore agree as follows:

- 1. Bank Operational Responsibilities.** Bank shall administer and be solely responsible for all operational aspects of the University and Bank’s Co-Branded Debit Card program (the “Program”), including the plastic issuance associated with this Program. University shall have no liability or responsibility for such issuance. The parties agree there will be no royalties paid by Bank for the use of the Licensed Marks described herein.
- 2. Program and Co-Branded Debit Card Policies and Attributes.** Bank shall have full responsibility for and shall control all policies, activities, and decisions with respect to the Program and the User’s associated Accounts, such as card issuance, cancellation, and issuance of personal identification numbers. The Program is subject to termination for convenience at the Bank’s sole discretion. For further clarity, Bank may choose without cause to terminate the Program any time after the date of this Agreement, with the provision of 90 days’ written notice, prior to any such termination.
- 3. Co-Branded Debit Card Issuance.** Beginning on the Program launch date and thereafter until termination of the Agreement, unless Bank elects to terminate for convenience, Bank shall offer Program Co-Branded Debit Cards to Bank’s customers in accordance with the Terms and Conditions and the Bank’s policies. Upon any termination of the Agreement or the Program the parties agree to wind-down their relationship pursuant to Section 5.5 of the Agreement.
- 4. Design and Manufacture of Co-Branded Debit Cards.** Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering the Program Co-Branded Debit Cards using a unique card design created and owned by Bank, except that Bank shall have no ownership rights in the Licensed Marks used thereon, and University shall have no ownership rights in the Bank’s marks or Visa Service marks used thereon. Program Co-Branded Debit Cards will be customized to University and shall bear Licensed Marks, Bank’s marks, and the trademarks of the appropriate National Associations, as well as, additional verbiage required by the National Associations, such as a “Debit Card” or “Check Card” designation. University shall have the right to review and provide prior approval for the type and size of Licensed Marks to be used on the Program Co-Branded Debit Cards, as well as, on the final design of any Program Co-Branded Debit Card, excluding use, type, size, and placement of National Association marks and subject further to applicable National Association regulations and requirements of law. Subject to Section 4.1 below, Bank shall bear the expense of manufacturing the Program Co-Branded Debit Cards issued to Bank’s customers.

4.1 Re-design. University shall bear all costs and expenses related to any re-design of Program Co-Branded Debit Cards requested by it, unless both Bank and University agree in writing that a re-design is necessary. If any Program Co-Branded Debit Card re-design contemplated herein involves the addition of Bank marks or trademarks of any of the National Associations, Bank shall bear the expense of any additional manufacturing or printing costs. Bank will issue re-designed Program Co-Branded Debit Cards to new

cardholders and to existing cardholders upon any Program Co-Branded Debit Card reissuance or replacement occurring in the ordinary course; provided that, Bank may exhaust its existing stock of plastic unless University pays for new plastic prior thereto.

5. Marketing and Solicitations. University shall not be required to provide any services, such as marketing or promotional services, in connection with the Program other than licensing its Licensed Marks to Bank and using or otherwise making available to Bank the marketing channels reasonably requested by Bank, including but not limited to, the campus community composed of the students (incoming & current), faculty & staff (current & retired), alumni, and the surrounding community which includes the residents that live in the geographical area where the school is located. University shall have the right to review and provide prior approval of marketing content of all solicitations, and any materials including a use of the Licensed Marks or University name. Bank may create, host and maintain a separate web page advertising and promoting the Program Co-Branded Debit Card ("Program Co-Branded Page"). The Program Co-Branded Page will contain Bank's marks and the Licensed Marks. Bank shall ensure the information provided on the Program Co-Branded Page is accurate in all material respects. Notwithstanding anything to the contrary herein, in its marketing campaigns, Bank is prohibited from referencing or trading on the goodwill associated with Northwestern varsity, club, or intermural athletics programs.

6. License Grant. Subject to the Terms and Conditions, University hereby grants to Bank a non-exclusive, nontransferable license to use the Licensed Marks solely in connection with the Program in the United States. Bank may sublicense the foregoing rights only to sublicensees who will use the Licensed Marks on Bank's behalf with respect to the Program. Bank will have a written contractual relationship with any such party and be responsible to University for sublicensee's use University's Licensed Marks. "Licensed Content" means the photograph of University's campus and any other work of authorship provided Bank hereunder for use on the Co-Branded Debit Card. Subject to the terms of this Agreement, University grants to Bank a non-exclusive, nontransferable license to duplicate, display, distribute, and modify the Licensed Content to the extent necessary to market the Co-Branded Debit Card to third parties in connection with the Program, and to the extent necessary to provide the Co-Branded Debit Card to third parties in connection with the Program.

7. Reservation of Rights. Bank acknowledges that University has represented to it, and University warrants, that it is the sole owner of all right, title, and interest in and to the University's Licensed Marks and Licensed Content. Bank acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to the University's Licensed Marks or Licensed Content except the limited right to use such Licensed Marks or Licensed Content as expressly set forth in these Terms and Conditions. All use of the University's Licensed Marks by Bank, and all goodwill associated with such use, shall inure to the benefit of the University. All rights of the University in and to the University's Licensed Marks or Licensed Content not expressly granted under these Terms and Conditions are reserved by the University. Should any right, title, interest, or other ownership in the Licensed Marks or Licensed Content become vested in Bank by operation of law, this Agreement, or otherwise, then Bank agrees to assign, and hereby assigns, all such right, title, interest and other ownership to University free of additional consideration. Bank shall provide and execute all documents necessary to effectuate and record such assignment to University. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE LICENSED MARKS AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS" BASIS, AND UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED MARKS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR VALIDITY.

8. Restrictions. All use of the Licensed Marks as permitted herein shall be subject to the following restrictions:

Bank shall not create, nor shall it permit third parties to create a unitary composite mark involving the Licensed Marks or use the Licensed Marks (a) as a portion or in combination with any other trademarks, service marks or logos; (b) as all or part of a corporate name, trade name or any other designation used by Bank to identify its products, services or business, or (c) for any other purpose other than as expressly permitted herein. Both during and after the Term and any Renewal Term of this Agreement, neither Bank nor any parent, subsidiary, or affiliate of Bank shall use any name, trademark, service mark, trade name, trade dress or logo which is confusingly similar or identical to any of the Licensed Marks. Nothing herein shall prevent Bank from using or affixing other trademarks to the Program Co-Branded Debit Cards or marketing materials related to the Program as long as such usage is not inconsistent with the requirements of these Terms and Conditions.

Bank shall not, directly, indirectly or otherwise: (a) facilitate activities which jeopardize, dilute or otherwise adversely affect the Licensed Marks; or (b) attack, dispute or challenge (nor aid or encourage others to do so) University's right, title and interest in and to the Licensed Marks, or the validity of the Licensed Marks.

University shall have no right, title, or interest in and shall not use the company name, logos or trademarks of Bank, any Visa Service Marks, or PLUS SYSTEM Marks without specific prior written consent.

9. Symbols. In connection with the use of the Licensed Marks, Bank will for each page or product surface on which a Licensed Mark is used, mark the use of the Licensed Marks with the appropriate trademark symbol in accordance with applicable law (e.g., "TM", ®, or "SM") or as instructed by University in writing from time to time.

10. Guidelines. Use of the Licensed Marks hereunder shall be in accordance with the provisions of this Agreement and University's then-current guidelines, as may be provided to Bank and updated from time to time by University. Bank shall not reproduce or use the Licensed Marks in any manner whatsoever other than as expressly authorized by these Terms and Conditions.

11. Quality Control. Bank represents and warrants that all use of the Licensed Marks as permitted herein shall (a) be in accordance with applicable law; (b) conform to at least the standards of quality currently prevailing in Bank's goods and services; (c) not be offensive, disparaging or misleading as to the origin or quality of the Program Co-Branded Debit Cards or the marketing materials related to the Program; and (d) be consistent with the general advertising practices in the industry. Bank shall not engage directly, indirectly or otherwise, in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the Licensed Marks or the goodwill or reputation of the University or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws, privacy protections or advertising rules and regulations or that would disparage the Licensed Marks.

12. Exclusivity. University agrees that, during the Term and any Renewal Term of the Agreement, University shall not be a party to any agreement not in effect as of the date of this Agreement with any issuer of debit cards for the purpose of issuing co-branded debit cards, or the functional equivalent thereof, or opening any such related accounts, for which the associated debit cards bear the Licensed Marks or such accounts are associated with the Licensed Marks. University agrees that during the Term and any Renewal Term of this Agreement, Bank will be their exclusive partner when marketing Co-Branded Debit Cards bearing the Licensed Marks to students,

**APPENDIX A
NORTHWESTERN UNIVERSITY
LICENSED MARKS**

1. Northwestern Academic N Logo

